

TOWN OF CULPEPER REQUEST FOR PROPOSALS FOR
GOODS, SERVICES, CONSTRUCTION OR INSURANCE

TITLE: GRAPHIC AND MARKETING DESIGN SERVICES

NUMBER: TOU-24-81042

DUE DATE AND TIME FOR SUBMISSION: September 13, 2024 at 12:00 pm local time

BONDS

(Check mark indicates bond is required)

Bid Bond (5% of bid)
 Performance Bond (full amount of contract price)
 Payment Bond (full amount of contract price)

ADDRESS FOR SUBMISSION: Town of Culpeper
Attn: Rose Deal
400 S. Main St., Ste 105
Culpeper, VA 22701

CONTACT INFORMATION FOR QUESTIONS OR COMMENTS ON THIS REQUEST FOR PROPOSAL:

Lisa Wortman
lwortman@culpeperva.gov

THE FOLLOWING PERSONS ARE DESIGNATED BY THE TOWN MANAGER TO HAVE AUTHORITY TO BIND THE TOWN WITH REGARD TO THIS REQUEST FOR PROPOSAL:

Paige Read, Director of Tourism and Economic Development

Authorized by Town Manager:



Christopher D. Hively

Date:

8/6/24

Rev. 04-12-2017

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D) SUBMISSION OF PROPOSAL

A) Scope and Specifications of Procurement

The Town is soliciting Procurement of Graphic and Marketing Design Services. The specifications for this Request for Proposal are as follows:

Goods Services Insurance Construction

General description of the subject of Procurement:

The Town of Culpeper is seeking proposals from qualified firms or contracted individuals to provide graphic and marketing design services, on an as needed and project specific basis, for Culpeper Tourism and Town Economic Development, referred to herein as Visit Culpeper.

Services required include but are not limited to: Print Advertisements, Online Advertisements, Logos/Branding, Brochures, Posters, Redesign of Existing Advertisements, Social Media Content Creation and Management, Web Design, Web Hosting, Branding Initiatives, Infographics & Integrative Video, and Photography.

Proposers must demonstrate a proven history of strategic and effective travel and tourism-related graphic design.

See below for details on the project, and how you can submit a proposal to help build this exciting package.

DESCRIPTION OF THE ORGANIZATION

Visit Culpeper, VA is the official destination marketing organization (DMO) for The Town of Culpeper, Virginia and Culpeper County, Virginia. The County is situated along US 29, within an hour's drive of Charlottesville, Fredericksburg, Richmond, Washington DC, just east of the Blue Ridge Mountains, and less than thirty minutes from the Shenandoah National Park.

ORGANIZATIONS GOALS

Visit Culpeper's goals are to maintain awareness and consideration of Culpeper as a top travel destination and to increase bookings and arrivals in Culpeper.

PROJECT OVERVIEW AND SCOPE OF WORK

- a. All work shall conform to the standards for the graphic arts trade and printing industry. The graphic art may include any and all of the following: artist's original artwork, computer generated clip art, and national logos, etc. The Owner will provide some content and direction, and retains the right of final review and approval over every aspect of the project. However, the overall responsibility for artistic expression and layout of each shall be the Offeror's.

- b. Any resulting contract(s) shall require the Offeror to perform work specific to individually assigned projects. The estimated number of hours required for each project can range from four (4) to six (6) hours per week. The description of projects may include but are not limited to:
 - i. Print Advertisements
 - ii. Online Advertisements
 - i. Infographics & Integrative Video
 - ii. Logos/Branding
 - iii. Brochures
 - iv. Posters
 - v. Redesign of Existing Advertisements
 - vi. Social Media Content Creation and Management
 - vii. Web Design
 - viii. Web Hosting
 - ix. Branding Initiatives
 - x. Photography
- c. All work submitted to the Owner shall be in an electronic format.
- d. The programs currently used to view and edit documents is Adobe Creative Cloud.
- e. All work submitted shall become property of the Owner.
- f. All estimates and costs relating to each assigned project(s) shall be approved by the Department Head, or their designee, prior to approval of each project.
- g. The Offeror shall submit a sample portfolio when submitting ads from scratch.
- h. The Offeror shall be responsible for delivery of all proofs to the Owner via electronic transfer or as outlined in their proposal response.
- i. The Offeror shall generate a clean text final copy of CD or electronic transfer utilizing PDF, or any other standard formats as specified herein this RFP to the Owner. The software used shall provide a suitcase containing all printer and screen fonts used on the disk for creation of the advertisement, publication, etc. All files should be formatted for commercial printing applications using CMYK and CMS color models.

SPECIFICATIONS FOR RESPONSE

To be considered as a qualifying proposal, the following information is required. Each submittal should include the items listed below. However, the organization submitting a proposal may include additional materials as appropriate within the page limits specified under Proposal Format.

PROPOSAL FORMAT

Proposal with all associated attachments must be mailed or delivered to Town of Culpeper, Attn: Rose Deal, 400 S Main St., Suite 105, Culpeper, VA 22701 on or before **12:00 pm (noon) on September 13, 2024**. Information within the proposal should be clearly marked and formatted with the following sections:

1. Executive Summary (max 2 pages). Provide an overview of the proposed services your organization can provide and outline your ability/experience to providing those services.
2. Examples/Past Project (max 3 pages). Include a summary describing three (3) relevant past projects. These examples should include a summary of each project and a sample of images as used in the final product.
3. References (max 1 page). Provide a minimum of three (3) references including the contact person, title, address, and phone number.
4. Cost summary (max 1 page). A detailed cost for graphic and marketing design services, hourly rate for design services, and any additional fees that would apply.
5. A timeline and description of the project scope of services recommended implementation.
6. Appendix/Portfolio. Offerors may provide a portfolio of work either on USB or weblink to highlight the Offeror's previous work as it applies to this RFP. Offerors may also use this section to provide any additional information regarding the Offeror's qualifications or methods relevant to this project.

Questions Concerning Proposal Requirements

All questions regarding this RFP should be **emailed** to:

Lisa Wortman at lwortman@culpeperva.gov.

Phone calls will not be accepted.

Questions must be submitted by September 4, 2024

EVALUATION AND SELECTION PROCESS

All proposals will be evaluated and rated based on the Offeror's demonstrated capability and experience in providing professional design and branding services to an organization, preferably for a municipality or tourism entity. Offeror's qualifications will be evaluated and graded by Visit Culpeper staff and review committee members. Visit Culpeper reserves the right to find any Offeror qualified or unqualified to perform the duties outlined in the Scope of Work section.

EVALUATION CRITERIA

- Qualification and Relevant experience (40 points)
- Methodology and Approach (40 points)
- Project Costs (20 points)

NOTICE TO CANDIDATES

This Request for Proposal does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the sole obligation of the offeror. All proposals, whether accepted or rejected, shall become the property of The Town of Culpeper. The Town of Culpeper reserves the right to:

- Make the selection based on its sole discretion
- Reject all proposals
- Issue subsequent Request for Proposals
- Postpone opening proposals if necessary for any reason
- Remedy errors in the Request for Proposal process
- Approve or disapprove the use of subcontractors
- Negotiate with any, all, or none of the vendors
- Accept other than the lowest offer
- Waive informalities and irregularities in the proposals
- Enter into an agreement with another vendor in the event the originally selected Vendor defaults or fails to execute an agreement with Visit Culpeper
- Elements and/or tasks may be added or deleted at the discretion of Visit Culpeper pending negotiation of the Scope of Work and compensation
- Cancel this RFP in its entirety at any time prior to final agreement award

The Town of Culpeper assumes no responsibility for “late proposals”, and it is the sole responsibility of the offeror to ensure that the proposal is received prior to the due date. No faxes will be accepted. Late responses will not be accepted.

SELECTION SCHEDULE

The following timetable is tentative and subject to change:

RFP Issue Date: Wednesday, August 14, 2024

Deadline for questions: Wednesday, September 4, 2024

RFP Submissions due: Friday, September 13, 2024 by 12 noon EST

Visit Culpeper interview of RFP respondents: September 25, 2024

Award of contract: Week of September 30, 2024

Send all questions and the final responses to Lisa Wortman via email at

lwortman@culpeperva.gov or via USPS to:

Town of Culpeper

400 South Main St., Suite 105

Culpeper, VA 22701

A pre-proposal conference will take place virtually on August 28th, 2024 at 2:30pm. At that time questions about the project will be answered. All questions received must be submitted within 5 business days before the due date. All answers will be in the form of an addendum.

Topic: Pre-proposal Conference for Graphic Design RFP

Time: Aug 28, 2024 02:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86148817638?pwd=vtPwMqmwajsMgbrb7FOdaQpraiSu6S.1>

Meeting ID: 861 4881 7638

Passcode: 801238

The successful Offeror will be notified by October 1, 2024. Thanks you for your interest! We're looking forward to collaborating.

Delivery schedule:

Procurement by the Town is governed by the Town of Culpeper Purchasing and Procurement Policy Manual, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. All Offerors are referred to the specific provisions of that Manual and law for guidance in dealing with Request for Proposals. If an inconsistency exists between the specifications of this Request for Proposal, the general provisions, Contract, or other included document, or the Purchasing and Procurement Policy Manual and Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

- 1) Virginia Public Procurement Act, as amended,
- 2) Town of Culpeper Purchasing and Procurement Policy Manual, as amended,
- 3) The specifications of this Request for Proposal (this section I),
- 4) The Contract,
- 5) The general provisions of this Request for Proposal (Sections II – V).

B) Insurance Checklist

The minimum limits of the Contractor's liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. With all types of required insurance except Worker's Compensation, the Contractor must add the Town as an additional insured. Proof of insurance and certificates showing the Town as an additional insured are not required at the Request for Proposal stage but are a condition precedent to the award of a Contract.

- 1) Worker's Compensation

REQUIRED NOT REQUIRED

- a) State.....Statutory
 - b) Applicable Federal.....Statutory
 - c) Employer's Liability.....\$100,000.
 - d) Benefits Required by Union Labor ContractorsAs Applicable
- 2) Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage):

REQUIRED NOT REQUIRED

a) Bodily Injury:

\$1,000,000.....Each Occurrence

\$2,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

c) Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis.

d) Contractual Liability (Hold Harmless Coverage):

i) Bodily Injury:

\$1,000,000.....Each Occurrence

\$2,000,000.....Aggregate, Products & Complete Operations

ii) Property Damage:

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

e) Personal Injury, with Employment Exclusion deleted:

\$ 2,000,000.....Aggregate

3) Comprehensive Automobile Liability (Owned, Non-Owned, Hired)

_____REQUIRED x NOT REQUIRED

a) Bodily Injury:

\$1,000,000.....Each Occurrence

\$2,000,000.....Aggregate, Products & Complete Operations

b) Property Damage:

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

C) Type of Contract

The Town is anticipating the award of a contract on a _____ basis. (If the blank is not filled in, the Town anticipates awarding a contract on a firm fixed price basis.)

D) Questions and Comments Regarding Terms of the Request for Proposal and Modification of Terms

An Offeror may submit questions and comments regarding this Request for Proposal only to the Town Manager’s Designee(s) for this Request for Proposal. To receive an answer, all questions must be submitted no later than five (5) business (working) days before the due date. The Town may also issue clarifications or modifications of the terms of the Request for Proposal even if no Offeror requests it.

Any revisions to the terms of the Request for Proposal will be made only by written addendum issued by the Town Manager’s Designee, no later than three (3) days before the date set for submission of proposals. The Offeror will not rely on any information provided orally, or by anyone other than the Town Manager’s Designee.

E) Method for Submitting Proposal

Proposals shall be submitted at the specified location by the deadline. The responsible Town employee shall receive the proposals, open them, and announce the names of the Offerors who submitted Proposals. The contents of the proposals will not be made public except as provided in the provision on examination of documents, 0.

F) Offeror Information Form and Certifications

- 1) **Offeror Information Form:** The Offeror must complete and file responses to questions posed in the attached Offeror Information Form and demonstrate to the satisfaction of the Town that it has the capability to perform the Contract.
- 2) **Certifications:** The Offeror shall certify, through execution of the Certification portion of the Offeror Information Form, that the following statements are true and not misleading:
 - a) That its Proposal is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud;
 - b) That it is not currently debarred by the Commonwealth of Virginia or the Town from submitting Proposals on contracts for the Goods, Services, Construction or Insurance that is the subject of this Request for Proposal, nor is the Offeror an agent of any person or entity that is currently so debarred.
 - c) That it has not offered or 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - d) That to the best of its knowledge no Town official or employee having official responsibility for this Request for Proposal or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information required above may result in suspension or debarment of the Offeror, rescission of the Contract, or reduction in payment under the terms of the Contract of the value of such benefit.
 - e) That it has submitted a single Proposal. For purposes of this provision, the term "Offeror" includes all departments and divisions of a Business and all its Affiliates.
 - f) That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the Town awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

- 3) **Duty to supplement:** If the Offeror becomes aware of any information which makes any part of the Offeror Information Form or Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading, the Offeror will immediately bring that information to the attention of the Town Manager's Designee.

G) Compliance with Directions

The Offeror shall comply with all procedural instructions that may be issued by the Town.

II) EVALUATION OF PROPOSAL

A) Net Prices and Delivery Terms; Tax Exemption and Responsibility

- 1) **Net prices:** Prices for Goods, unless otherwise specified, must be net, F.O.B. and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the Town of Culpeper, Virginia, unless otherwise specified in this Request for Proposal, and subject only to any discount for prompt payment that may be provided by Offeror. Extra charges not made a part of the Proposal price will not be allowed.
- 2) **Default delivery schedule:** Unless otherwise specified in the Specifications, delivery is to be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday except on Town holidays and days when inclement weather shuts the normal operations of the Town government. Delivery and invoicing must be received within 30 working days of receipt of purchase order.
- 3) **Prices to remain firm:** If a Contract is awarded, the prices offered by the successful Offeror shall remain firm for the period of the Contract unless expressly provided otherwise.
- 4) **Tax exemption:** The Town is exempt from state and federal taxes. The Town will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Offeror. The Town will not indemnify the Offeror against any tax charges. Any tax assessed against the Offeror as a result of the contract resulting from this Request for Proposal is the responsibility of the Contractor. However, when under established trade practice any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Town.

B) Required Elements of Proposal Package

To be considered, the Offeror must submit by the Due Date and time a completed Proposal, the Offeror Information Form with Acknowledgement of Receipt of Addenda Form, and any other documents, samples, or information required by the terms of the Request for Proposal. Incomplete Proposals will be rejected as non-responsive unless the omitted material constitutes an Informality. Any Offeror which submits a Proposal agrees that such Proposal becomes the property of the Town and all costs incurred for its preparation are the responsibility of the Offeror.

1) Completed Request for Proposal forms:

Proposals shall simply and succinctly state the information needed to evaluate them under the Proposal Evaluation Framework provided by this Request for Proposal. The Offeror may submit additional information and the Using Department may request additional information.

2) Required permits, bonds and licenses:

By submitting a Proposal, Offeror represents that it has or can acquire all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property, as of the date of performance.

- a) If this Solicitation is for Construction with a total cost of \$100,000 or more or if the blank for bid bond is checked on the cover sheet of this Solicitation, the Vendor must provide a bid bond with its bid. If this Solicitation is for Construction with a total cost of \$100,000 or more or if the blank(s) for performance and payment bonds are checked on the cover sheet of this Solicitation, the Vendor represents that it is able to obtain the required bond(s) before it begins performance under the Contract. If a Vendor fails to obtain a required performance or payment bond, the Town will reject the Vendor's bid and, if a Contract is awarded to the next-lowest Responsive and Responsible Bidder, the Town will call the bid bond of the Vendor who was unable to obtain the performance or payment bond. Bonding requirements are not waivable except by canceling the Solicitation and issuing a new one without the bond requirement.

3) Acknowledgment of receipt of all addenda:

The Vendor will complete and execute the Acknowledgment of Receipt of addenda form.

4) Descriptive literature and specifications:

- a) Except where the Offeror intends to provide the Brand Names identified in the Request for Proposal or follow blueprints or similarly detailed specifications, the Offeror shall clearly and specifically identify the Goods, Services, insurance or Construction being offered and shall enclose complete and detailed descriptive literature and specifications with the Proposal to enable the Town to determine if the Proposal meets the requirements of the Request for Proposal. The Offeror is responsible for clearly and specifically indicating the Goods, Services, insurance

or Construction being offered and for providing sufficient descriptive literature, samples, catalog cuts and/or technical detail to enable the Town to determine if the Proposal meets the requirements of the Request for Proposal. Only the information furnished with the Proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring an Proposal non-responsive.

- b) Unless the Offeror clearly indicates in its Proposal that the product offered is an “equal” product, its Proposal will be considered to offer the brand name product referenced in the Request for Proposal.
- c) Unless otherwise expressly provided in the specifications, the name of a certain brand, make or manufacturer shall not restrict Offerors to the specific brand, make or manufacturer named but conveys the general style, type, character, and quality of the article desired. The Town Manager’s Designee for this Request for Proposal shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

C) Proposal Evaluation Framework

- 1) **Evaluation committee:** The Town Manager will appoint a committee to evaluate each Offeror’s Proposal on the basis of the evaluation framework provided in the specifications. Each member of the committee will evaluate each Proposal. Those evaluations will then be averaged and the averages referred to the committee for review.
 - a) For Professional Services, the committee will select for individual discussions two or more Vendors that the committee deems are fully qualified, responsible and suitable on the basis of the averaged committee evaluations. (However, if the committee determines in writing that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Vendor.)
 - b) For Goods, Insurance or Non-Professional Services, the committee will select two or more Vendors that the committee deems are fully qualified and best suited among those submitting proposals, on the basis of the factors involved in this Solicitation. (However, if the committee determines in writing that only one Vendor is fully qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Vendor.)
- 2) Negotiation and award of the Contract shall follow the Town Policy on Competitive Negotiation.

D) Determining if Offeror is Responsible

- 1) **Award only to a “Responsible Offeror”:** The Contract shall only be awarded to a Offeror that, through evidence submitted or information available to the Town, has shown that it is has the capability, in all respects, to perform fully the contract requirements and has shown that it has the moral and business integrity and reliability that will assure good faith performance.
- 2) **Additional information:** The Offeror, if requested, must present within two business days, evidence satisfactory to the Town of the Offeror’s ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of this Request for Proposal and any resulting Contract. The Town reserves the right to inspect the Offeror’s physical facilities and conduct additional investigation prior to award to satisfy questions regarding the Offeror’s capabilities.
- 3) **Offeror in default:** No Contract will be awarded to any Offeror that is in arrears, or is in default to the Town upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the Town, until all such debts are paid. An Offeror which previously defaulted on a Contract with the Town may be disqualified for a period of time, depending on the size of the defaulted Contract and the circumstances of the default.

E) Exceptions to Terms of the Request for Proposal

Offerors are encouraged to use the question and comment process provided in paragraph I)D) of this Request for Proposal. An Offeror may take exception to the terms of the Request for Proposal by making the exceptions clear in writing attached to the Proposal and suggesting alternatives that will meet the Town’s needs as identified in the Request for Proposal. However, if the exceptions involve more than minor variations or if they negatively affect the price, quality, quantity or delivery schedule for the Goods or Services being procured, then the Offeror’s Proposal will be rejected.

F) Proposal Acceptance Period

Unless withdrawn under the terms of this provision or as otherwise provided in this Request for Proposal, the Offeror’s Proposal is binding upon the Offeror for at least ninety (90) calendar days following the Request for Proposal Due Date. This ninety calendar day acceptance period may be extended by mutual agreement of the Offeror and Town in writing signed by the Town Manager’s Designee and the Offeror’s Contact Person as identified on the Offeror Information Form. Offeror further agrees and understands that (except for the requirement to indemnify the Town for costs incurred in protection of the Offeror’s confidential information under V)C)3)) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is signed, executed and exchanged by and between the Offeror and the Town. Except where the Town Manager, Procurement Officer, or other Town officer or employee is authorized to execute Contracts under Town Policy, no Contract with the

Town can be executed or has any effect until the Town Council approves it by recorded affirmative vote.

III) METHOD OF AWARD OF CONTRACT

A) Negotiation and Award

At the conclusion of negotiations, the Town may award a contract to the Offeror with the best proposal. In the Town's sole discretion, it may award contracts to more than one responsive and responsible Offeror.

B) Award in Whole or in Part

Based on its evaluation of Proposals as provided above, if the Town does not reject all Proposals it will award a Contract for all or part of the Procurement to the Offeror or Offerors submitting the best Proposal or Proposals with respect to the items in question. A partial award will be made only where the subject of the Procurement permits division based on units, phase, or other elements separately priced in the Offeror submission.

C) Multiple Awards

Except with a Requirements Contract, a Contract for Non-Professional Services, or as expressly provided otherwise in the Specifications, the Town will award a single Contract.

IV) FORM OF CONTRACT AND RELATED DOCUMENTS

A) Use of Town Standard Form Contract

The Town expects to use its Standard Form Contract with the Offeror(s) selected for award of Contracts. If an Offeror wishes to use a different form, it must submit that form together with its Proposal. The terms of the Contract will then become a subject for negotiation.

B) Use of AIA and Similar Forms

If an Offeror wishes to use copyrighted forms, it shall provide the forms and indemnify the Town against any infringement by their use. All forms submitted for use are subject to amendment by the Town for consistency with State law, Town Policy, this Request for Proposal, and the best interests of the Town.

C) Differing Terms in Contractor-Supplied Forms

No term in an Offeror-supplied form may alter, contradict, or supersede the terms in this Request for Proposal and the resulting Contract.

V) MISCELLANEOUS

A) Authority of Agents

- 1) **Offeror's agent:** Each Proposal, and any Contract, must be signed by a person authorized to bind the Offeror to a valid Contract with the Town. For a sole proprietorship, the principal may sign. The Town may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the Town may declare the Contract void if it is in its best interest to do so.
- 2) **Town's agent:** The Town Manager has the final responsibility and full authority for issuance of invitations to bid, request for proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the Town of Culpeper. Where permitted by Town Policy, the Town Manager may execute Contracts in the name of the Town. The Town Manager may delegate authority to Administrative staff by general assignment or by specific authorization in a Request for Proposal. No other Town officer or employee is authorized to add to, vary, or waive terms of the Request for Proposal, place purchase orders or issue notices to proceed, enter into purchase negotiations or contracts, or in any way obligate the Town for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The Town will not honor or ratify any void action of its employees or agents.
- 3) **Non-appropriation:**
 - a) The authority of agents for the Town is limited by appropriations. In subsequent fiscal years, the Town may reduce or eliminate appropriations related to the procurement which is the subject of this Request for Proposal without liability to the Offeror or any third party.
 - b) By issuing this Request for Proposal, the Town Manager represents that sufficient appropriations have been made to meet the estimated cost of the procurement in the current fiscal year.

B) Cooperative Procurement

If authorized by the Offeror, any Contract resulting from this Request for Proposal may be extended to any governmental entity and other jurisdictions within the Commonwealth of Virginia, at its discretion.

C) Examination of Documents

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or

representative of the news media in accordance with the Virginia Freedom of Information Act.

- 1) **Estimates:** Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 2) **Prior to award:** Any Offeror upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening/receipt of all Proposals, but prior to award, unless the Town decides not to accept any of the Proposals and to reissue the Request for Proposal. Otherwise, Proposal records shall be open to public inspection only after award of the Contract or the decision neither to award the Contract nor to reissue the Request for Proposal. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 3) **Trade secrets:** Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act if the Offeror invokes the protection of this provision in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Offeror agrees to indemnify the Town for any costs, including attorney's fees, incurred defending that Offerors' protected information in any action under the Virginia Freedom of Information Act.
- 4) **No requirement to state reasons for rejection:** Nothing contained in this Request for Proposal shall be construed to require the Town to furnish a statement of the reasons why a particular Proposal was not deemed to be the most advantageous to the Town.

D) Definitions

Capitalized terms that are defined in the VPPA or Town Policy have the same meanings in this Request for Proposal as are given in that law or policy. Capitalized terms not defined in the VPPA or Town Policy but used in this Request for Proposal have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

- 1) **Town:** The Town of Culpeper or its authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Town Manager or the Town Manager's Designee may always act on behalf of the Town.
- 2) **Town Manager's Designee:** The person designated as having authority to bind the Town with regard to this Request for Proposal and identified as such on the cover sheet of this Request for Proposal or by addendum.
- 3) **Town Policy:** The Town of Culpeper Public Procurement Policy, as amended.

- 4) **Due Date:** The date stated on the cover page of this Request for Proposal for receipt and opening of the Proposals.
- 5) **Estimated Quantities:** In this type of contract, the Town estimates its needs in advance and the Offeror bids prices for each of these items. The Town does not guarantee buying its estimated quantities or any given quantity from the selected Offeror, and may purchase the items covered by the award through other Procurement transactions. For each shipment of Goods, the Town will issue a purchase order.
- 6) **Firm Fixed Price:** In this type of contract, the Offeror submits a flat price for the entire Procurement. This does not preclude additions or deletions on a unit price basis where provided for in the Request for Proposal.
- 7) **Hourly Rate:** In this type of contract, the Offeror submits a stated hourly rate for the work to be performed. The Proposal may include reimbursement for incidental expenses, such as materials and travel, only if expressly provided for in the Request for Proposal.
- 8) **Non-Professional Services:** All services other than Professional Services.
- 9) **On Call:** Services that an Offeror makes available at an Hourly Rate when needed by the Town. No particular amount of work is guaranteed. If the Specifications do not give minimum response times or similar measures of performance, then it is implied that recognized industry standards or the Offeror's published standards apply, whichever is more beneficial to the Town.
- 10) **Percentage:** In this type of contract, the Offeror is compensated with a percentage of the construction cost. The percentage is negotiated prior to any contract award.
- 11) **Procurement:** The receipt of Goods, Services, insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
- 12) **Proposal:** A proposal to provide the Goods, Services, Insurance or Construction identified in the specifications.
- 13) **Requirements:** In this type of contract, the Vendor submits an Offer to supply the Town's needs for all Goods or Services meeting the specifications. Offers shall state the unit cost. Except in an emergency, the Town will not obtain the specified Goods from a different source. For each shipment of Goods or task, the Town will issue a purchase order.
- 14) **Using Department:** The Town's Tourism department. The initial Contract Administrator will be Paige Read.
- 15) **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.

E) Nondiscrimination; Participation of Small, Women-Owned, Minority-Owned, and Service Disabled Veteran-Owned Business

- 1) **In general:** The Town does not discriminate against Offerors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The Town does not discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Offeror believing that it or another Offeror has been discriminated against on that basis should immediately make the Town Manager's Designee aware of the basis for that belief.
- 2) **Opt-out rights with faith-based organizations:** If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that 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 Town shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursement from an alternative provider.
- 3) **Facilitating disadvantaged businesses:** It is the policy of the Town to facilitate the participation of small, women-owned, minority-owned, and service disabled veteran-owned businesses in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Offeror will use its best efforts to carry out this policy and insure that small, women-owned, minority-owned, and service disabled veteran-owned businesses have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for small, women-owned, minority-owned, and service disabled veteran-owned businesses.

PROPOSAL EVALUATION FRAMEWORK

| <u>Factor</u> | <u>Weight</u> |
|---------------------------------------|---------------|
| Qualification and Relevant experience | 40% |
| Methodology and Approach | 40% |
| Project Costs | 20% |
| TOTAL | 100% |

OFFEROR INFORMATION FORM

NAME OF REQUEST FOR PROPOSAL: _____

REQUEST FOR PROPOSAL NO: _____

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION AND OWNERSHIP DISCLOSURE

COMPANY:

CONTACT PERSON:

TITLE:

ADDRESS:

TELEPHONE:

EMAIL:

FORM OF BUSINESS: ___ Corporation ___ General Partnership
 ___ Sole Proprietor ___ Other (specify): _____

Is Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Virginia Code? _____ Yes/No _____

If so, what is the Offeror's identification number issued by the SCC? _____

If not, state why the Offeror is not required to be so authorized: _____

Check if applicable: ___ Minority-Owned Business
 ___ Small Business
 ___ Women-Owned Business
 ___ Service Disabled Veteran-Owned Business

Note: The terms "Minority-Owned," "Small Business," "Women-Owned Business" and "Service Disabled Veteran-Owned Business" as used above are defined in Virginia Code § 2.2-4310. This information is requested in connection with the Town's program to facilitate the participation of small, women-owned, minority-owned, and service disabled veteran-owned businesses in procurement transactions.

Organized under the laws of the State of: _____

Principal place of business located at: _____

Following are the names and addresses of any persons having an ownership interest of 3% or more in the above named Business entity who are either related to or are an officer, employee or appointee of the Town or Town Council (attach more sheets if necessary):

| NAME | ADDRESS |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. VIRGINIA CONFLICTS OF INTEREST AND PUBLIC PROCUREMENT

This Request for Proposal is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

The Offeror (___) is or (___) is not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377. If the Offeror checks the “is” blank, the Offeror shall provide details in a separate document attached to this Request for Proposal.

C. QUALIFICATIONS AND REFERENCES

Please provide a response to each of the questions listed below on a separate sheet of paper and attach it to your Proposal.

1. What is the general character of work performed by your firm?
2. Has your firm ever failed to complete any work awarded to you?
3. Has your firm ever defaulted on a Contract?
4. Which of your local sales and support offices will be servicing the Town of Culpeper (please list with all relevant contact information)?
5. Who are the contact person(s) responsible for any resulting Contract you may be awarded (please list names, responsibilities, phone numbers, fax numbers, and email addresses)?

D. CERTIFICATIONS

By my signature on this form, I certify on behalf of the Offeror I represent that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a single bid, and understanding of the conditions contained in section I)F) of the Request for Proposal are true and not misleading as to the Offeror.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Town Manager's Designee. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____
Please Print

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I certify that I received the following Addenda to this Request for Proposal:

| <u>Number</u> | <u>Date</u> |
|---------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____
Please Print