



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



**RFP Number:** ..... ADMN20000385

**Title:**..... Marketing/Consulting Services for Revitalization of Jefferson Davis Highway Corridor

**Issue Date:** .....February 7, 2020

**Proposals Due No Later Than:** ..... March 6, 2020, **4:00 P.M.**

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

**Inquiries:** Questions which may arise as a result of this solicitation may be addressed to April L. Cone, Senior Contract Officer, at (804) 748-1834, or by email to [procurement@chesterfield.gov](mailto:procurement@chesterfield.gov). **Inquiries must be received no later than February 20, 2020 at 4:00 p.m. in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

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

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remit To Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**Proposal Dated:** \_\_\_\_\_

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

**Minority-Owned Business:** Yes No **Chesterfield Business:** Yes No

**Women-Owned Business:** Yes No **Small Business** Yes No

**Service Disabled Veteran-Owned Business** Yes No

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## **I. PURPOSE**

Chesterfield County is seeking proposals from qualified, experienced firms with expertise in community engagement, outreach, and organization-building skills to provide marketing/consulting services for revitalization along the Jefferson Davis Highway Corridor.

## **II. BACKGROUND**

Chesterfield County is seeking the services of a qualified consultant to assist the Department of Community Enhancement to implement a business and development strategy that fulfills the promise put forward in the 2018 *Northern Jefferson Davis Special Area Plan* (NJD) and the 2019 *Northern Jefferson Davis Highway Real Estate Market Study*. The *Special Area Plan* and the *Real Estate Market Study* emphasize traditional revitalization strategies of transforming the area to create desirable communities for new residential and commercial investment through physical improvements, but it lacks an organizational strategy aimed at helping existing residents and businesses benefit from revitalization. Neighborhoods and businesses located along the Jefferson Davis Highway Corridor, a corridor known locally as the “Pike,” represent some of Chesterfield County’s most distressed communities, many of which are inhabited by a Spanish-speaking population.

## **III. SCOPE OF WORK/SPECIFICATIONS**

The Consultant’s role in this revitalization effort is expected to include the following general tasks: stakeholder discussions and feedback facilitation; community and business facilitation throughout contract engagement; identification and cultivation of business and community responsibility for management of all resources; project budget monitoring; responsibility for contacting other organizations and agencies; information collection and analysis; creation of summary of findings; development of recommendations; and to propose future implementation strategies.

The successful Consultant will work closely with the Department of Community Enhancement and may present results before County Administration, County Planning Commission and County Board of Supervisors. Regular meetings will take place with Department of Community Enhancement staff. Scheduling of presentations before interested parties will be coordinated with the assistance of Department of Community Enhancement staff.

The timeframe for this revitalization effort is a minimum of one year with possible extensions of two additional one-year periods.

### **Goals**

The consultant will be responsible for developing and implementing strategies through tactical community engagement that seek to encourage engagement and participation among businesses, civic associations, and property owners with an eventual goal of establishing a coalition/independent organization that collaborates with the Department of Community Enhancement and other Chesterfield County government departments. The vision of such an organization would be to create a “Main Street” where authentic and diverse neighborhoods connect to the rest of the county and the Richmond region.

The mission of the coalition/independent organization will be to:

1. Champion and connect business and community along the Jefferson Davis Highway Corridor;
2. Inspire, support, and provide direction for a wide variety of county and “grass roots” initiatives that aim to improve and revitalize the corridor and adjacent neighborhoods;
3. Keep area residents and businesses informed and engaged by hosting a variety of community events and markets that promote the corridor as a great place to live, to operate a business, to develop properties, and to encourage planning that will lead to sustainable growth;
4. Promote Community Enhancement Department programs such as Lead-Based Paint Hazard Control and Healthy Homes.

### **Parameters**

The County requires periodic project management meetings, in person, held once a month at a minimum. Additional meetings, email communications and telephone conversations with County staff and the chosen Consultant may be required.

During this revitalization effort, the chosen Consultant will be provided background information, copies of County reports, plans and data relevant to this RFP by County staff. County staff will coordinate the internal review process upon delivery of draft and final documents by the Consultant.

Department of Community Enhancement staff will be the liaison between the chosen Consultant and other participants in this process. A Project Manager will be assigned as a single point of contact. Proposers should review all referenced documents in their entirety. It is mandatory that the successful, qualified Consultant’s Community Engagement Specialist be fully bilingual in English and Spanish.

### **Objectives**

The Consultant’s objectives in this business and community outreach effort are to:

1. Be conscious and inclusive of non-English speaking individuals by providing multiple materials in appropriate languages;
2. Create and offer incentives to engage the community and businesses (with assistance from the Department of Community Enhancement);
3. Conduct interviews that foster trust and open communication which will allow for the discovery of new information and the creation of community and business voices;
4. Hold community and business forums;
5. Earn and develop trust by identifying and cultivating relationships with trusted

- community leaders or “gatekeepers.”
6. Promote and enlist participation in Community Enhancement Department programs.

### **Project Completion**

Offerors should include a schedule indicating the length of time necessary to complete the individual tasks and submit reports/documentation to the Department of Community Enhancement.

## **IV. INSTRUCTIONS**

### **A. Submission and Receipt of Proposals**

1. Submittals, in one (1) original, (1) electronic copy via USB Drive, one (1) redacted copy and electronic redacted copy on USB (if invoking § 2.2-4342F and providing Attachment C) and **three (3)** copies, marked **“COPY”** will be received until, but no later than the date and time specified on the cover sheet, in:
 

Chesterfield County Procurement Department  
9901 Lori Road  
Lane B. Ramsey Building, 3<sup>rd</sup> Floor, Room 303  
P.O. Box 51  
Chesterfield, Virginia 23832-0001  
Monday-Friday 8:30 a.m. – 5:00 p.m.
2. Should the offeror decide to utilize an express delivery service, please note that the Lane B. Ramsey Building is located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with **RFP# ADMN20000385** and proposal subject, **Marketing/Consulting Services for Revitalization of Jefferson Davis Highway Corridor.**
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Procurement Department personnel before the deadline indicated in Paragraph A of these instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
5. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Department at (804) 748-1617, three working days

prior to need.

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

## B. Submittal Format

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

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the County.
3. The County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. **The County is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an offeror after the deadline for submission of the proposal identified in Section IV(A)(1) above. Notwithstanding the preceding sentence, the County may, in its sole discretion, consider and/or negotiate such submissions.**
4. Detailed Submittal Format
  - a. Introduction letter, signed cover sheet, **Attachment A** – Virginia State Corporation Commission (SCC) Registration Information form, and addenda

acknowledgement, if applicable.

- b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror’s proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.
- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County’s needs, including experience administering similar contracts for governmental entities. The response should address firm’s size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County’s contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm’s knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.
- g. Cost of services. Provide a breakdown of all tasks, to include projected hours along with hourly rates of staff assigned to respective tasks for Lump Sum Price.

## **V. TERMS AND CONDITIONS**

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

### **A. GENERAL TERMS AND CONDITIONS**

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at: [www.chesterfield.gov/procurement](http://www.chesterfield.gov/procurement). Each offeror is responsible for obtaining all addenda posted at the Procurement Department

website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.

2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The County and Contractor bind themselves, and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
5. **Change Orders:** Change orders must be approved by the County prior to work being performed.
6. **Commitment to Diversity and Chesterfield Businesses:**
  - a. Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its

citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Procurement Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

b. Definitions:

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

amended)

- v. Women-Owned Business (WOB) – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia* Section 2.2-4310, as amended)
- c. This provision only applies to contracts valued in excess of \$10,000.

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

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

of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE ATTACHMENT A.

10. **Copyrights or Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
11. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
12. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
  - a. During the performance of this contract, the Contractor agrees to
    - i. provide a drug-free workplace for the Contractor's employees;
    - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
    - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
    - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
  - b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
13. **Employment Discrimination:** (*Code of Virginia* Section 2.2-4311, as amended)

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

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

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

**15. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

**16. Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended)

The County does not discriminate against faith-based organizations.

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

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

25. **Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.
26. **Quality Expectation Statement:** The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County’s total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services products with a target of “zero defects – zero rework”.
27. **References:** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the offeror.
28. **Safety:**
- a. The Contractor, its employees and subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
  - b. The Contractor shall provide a supervisor at each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The

supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's employees from the work site.

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

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

**30. Taxes:** The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

**31. Technology Agreements:** The Offeror shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the proposal

for any online activity (i.e. hosted, online, portal, website, support site, etc.) or software that is required to use or support the product or service being proposed by the Offeror. These agreements shall be submitted with tracked changes to delete any terms that conflict with the RFP and the Service Agreement.

32. **Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
33. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
- a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
  - b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

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

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

each and every other remedy under the law.

## B. **SPECIAL TERMS AND CONDITIONS**

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

#### a. Contract Term

The initial term of this contract shall be effective for one (1) year from contract date.

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

This contract may be renewed by the County for **two (2) successive one-year periods** under the terms and conditions of the original contract except as stated in subsections i. and ii. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

i. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the CUUS0000SAS367 category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/cpi>

ii. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the CUUS0000SAS367 category of the All Urban Consumers section of the Consumer Price Index (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/cpi>

#### c. Contract Extension

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

**2. Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such

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

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

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

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

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

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

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

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

- e. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County;
- f. Must have an authorized signature;
- g. The Certificate Holder should be listed as:

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

- 3. **Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.
- 4. **Ownership of Documents:** All documents furnished to the County by the Contractor pursuant to this solicitation, including but not limited to drawings, specifications, intellectual property, and reports, including those in electronic form, shall become the sole property of the County upon payment for the services incurred to produce such documents. Upon award of a contract, the Contractor shall grant and assign to the County all rights to all documents for future use by the County, with or independent of the Contractor. These provisions shall survive cancellation, termination, or completion of the work.
- 5. **Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by the County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.  
  
In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- 6. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor

shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

## **VI. PRICING SCHEDULE**

The proposal shall include anticipated schedule and costs associated with all personnel assigned to the revitalization effort. The cost for the consultant and services rendered is inclusive of all necessary supplies and materials, distribution of reports, studies, and the final plan.

Lump Sum Price: \$\_\_\_\_\_

Please see Section IV.B.4.g on page 7 for required detailed submittal format of Lump Sum Price breakdown.

## **VII. EVALUATION CRITERIA**

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

Criteria	Weights
1. Demonstration of the firm's ability to provide the required services.	10
2. Experience and qualifications of the proposed personnel assigned to provide the services. Include resume/biographic of the proposed personnel.	10
3. Previous experience in community revitalization projects with special emphasis on HUD programs such as Lead-Based Paint Hazard Control and Healthy Homes.	20
4. Tactics for developing and implementing community engagement strategies are outlined and enumerated.	20
5. Community Engagement Specialist is fully bilingual in Spanish/English.	20
6. Cost of Services.	20

## **VIII. AWARD PROCEDURE**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal

and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

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

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

a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

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

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):

**ATTACHMENT B – Sample Service Agreement**  
**SERVICE AGREEMENT # \_\_\_\_\_ FOR [RFP TITLE]**

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

**W I T N E S S E I H :**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

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

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

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

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

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

**If to the COUNTY:**

Chesterfield County [department name]

Attn.: County staff contact

Department address

Chesterfield, VA 23832

**If to the CONTRACTOR:**

Name of Contractor

Attn.: name of Contractor contact

Address

City, State Zip

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

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

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

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

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

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

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

**NOTE TO CONTRACT OFFICERS (DELETE NOTE PRIOR TO RFP ISSUANCE): ITEMS 25 – 37 ARE APPLICABLE TO TECHNOLOGY PROCUREMENTS ONLY THAT INVOLVE SOFTWARE, LICENSE AGREEMENTS, TERMS OF SERVICE AND/OR DATA THAT IS FINANCIAL, PERSONAL, BUSINESS MEDICAL OR STUDENT-RELATED. PLEASE CONTACT ANDREW FULWIDER IN THE COUNTY ATTORNEY'S OFFICE (x1491) IF YOU HAVE ANY QUESTIONS ABOUT WHETHER OR NOT TO DELETE THE TECHNOLOGY TERMS PRIOR TO RFP ISSUANCE.**

25. County Data. "County data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the County on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student, and personal data. Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, driver's license number, and student or personnel identification number; "personal information" as defined in Virginia Code Section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student "education records" as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as defined in the Health Insurance

Portability and Accountability Act, 45 C.F.R. Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; credit card and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes; and state- or federal-identification numbers such as passport, visa, or state identity card numbers.

26. Contractor Software: Intellectual Property, Proprietary Rights, License. The County acknowledges that it does not have a license or any rights to software provided by Contractor pursuant to this Agreement. During the term of this Agreement, and subject to the provisions of this Agreement, Contractor hereby grants to the County a limited, non-transferable, worldwide, royalty-free, non-exclusive license to use the software solely as specified in this Agreement. Except as expressly granted in this Agreement, the County is not licensed to use, copy, modify, or distribute copies of all or any portion of the software.

The County will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Contractor software. In no event shall Contractor's remedies for any breach of this Agreement include the right to unilaterally terminate any license or support services hereunder.

27. Warranty. Contractor warrants that the software and all of the related software products and services will perform functionally as described in the documentation provided in accordance with this Agreement, and with the Contractor's marketing literature, and Contractor's specification; and that the software and user documentation furnished by Contractor are compatible; and that the software shall be free of defects in design, workmanship, and materials which prevent them from being used for their intended purpose.

28. Rights and License in and to County Data. The County and Contractor agree that as between them, all rights, including all intellectual property rights, in and to County data shall remain the exclusive property of the County, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

Contractor shall not (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, County data or software; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the software, in whole or in part; (iii) allow access to, provide, divulge, or make available County data or software to any users other than employees and individual contractors who have a need to such access; (v) modify, adapt, translate, or otherwise make changes to County data or software except where authorized by this Agreement or other duly executed contract between the County and Contractor.

If Contractor becomes legally compelled to disclose any County Data, whether by judicial or administrative order, applicable law or regulation, or otherwise, then Contractor shall use all reasonable efforts to provide the County with prior notice before disclosure so that the County may seek a protective order other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Contractor will only disclose only that portion of the County Data that it is legally required to disclose.

29. Malware Protection. Contractor hereby warrants that to the best of its knowledge there is no malware in any portion of the software and/or its computer system and that it has used commercially reasonable efforts to ensure that the software and/or its computer system is free of malware and has undergone malware-checking procedures consistent with industry standards. The term "malware" as used herein means any computer code designed to (a) disable, disrupt, or damage the County's use of the software, County data, or the County's network or (b) damage or destroy any County data without the County's consent.

30. Encryption Standards. Contractor agrees to utilize strong encryption standards (AES/256 bit or greater) for the storage, transport, and transmission of County data for purposes of executing the agreement between the County and Contractor.

31. Data Custodianship. Contractor shall provide the County access to County data at the County's request in a mutually agreed upon format. Such agreement shall not be unreasonably withheld. Contractor shall also provide access to any derivatives or alterations of County data at the County's request.

Upon termination of this Agreement, upon loss of usefulness of County data, and/or upon request by the County, but not later than 30 days after such event, Contractor will ensure that County data is removed from all media forms and securely destroyed. "Securely destroyed" means that Contractor will utilize industry-grade standards when taking actions to render the data unrecoverable by both ordinary and extraordinary means.

32. Security Breach. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which County data is exposed to unauthorized disclosure, access, alteration, or use. Upon becoming aware of a security breach or a suspected security breach, Contractor agrees to promptly (but no later than 48 hours after becoming aware of a breach or suspected breach) notify the County; fully investigate the event; and cooperate fully with the County's investigation of and response to the event. Except as otherwise provided by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the County.

33. Liability for Security Breach. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of County data known as Personally Identifiable information, the following provisions apply. In addition to any other remedies available to the County under law or equity, Contractor will reimburse the County in full for all costs incurred by the County in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

If Contractor will NOT under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of County data known as Personally Identifiable information, the following provisions apply. In addition to any other remedies available to the County under law or equity,

Contractor will reimburse the County in full for all costs reasonably incurred by the County in investigation and remediation of any Security Breach caused by Contractor.

34. Inapplicability of Limitations of Liability. If Contractor requires the County to agree to terms and conditions in addition to those contained in this Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of County data. An "unauthorized release" means a security event in which County data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.

35. Data Ownership. The County owns and shall own all County data submitted to Contractor and any derivatives of County data resulting from Contractor's services, unless the parties agree that such derivatives shall be in the public domain.

36. Data Storage. County data transmitted and stored pursuant to this Agreement shall reside at a data storage center within the United States (excluding the U.S. territories).

37. Additional Requirements for Student Data. The Contractor acknowledges that Student Data is a protected class of County Data as defined in section 25 and is subject to the terms and conditions herein. Contractor agrees to hold the Student Data in strict confidence and to advise each of its employees and agents of their obligation to keep such information confidential. Contractor acknowledges that any Student Data shared by the County is covered and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31 ("FERPA").

Contractor agrees to abide by the limitations on re-disclosure of Student Data from education records set forth in FERPA. 32 C.F.R. § 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record information from CCPS may use the information, but only for the purposes for which the disclosure was made. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share Student Data in a manner not allowed by federal law or regulation. Contractor warrants that the Student Data provided will be used solely for the purposes described in the scope of work and for no other purpose. The Student Data shall not be shared or made available to any unauthorized personnel or other third party. Contractor agrees to ensure that any personnel or agents to whom the Student Data is provided agree to the same restrictions and conditions that apply to the Contractor with respect to such Data.

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

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

[CHESTERFIELD COUNTY PUBLIC SCHOOLS] OR  
[CHESTERFIELD COMMUNITY SERVICES BOARD] OR [COUNTY OF CHESTERFIELD,  
VIRGINIA]

By: \_\_\_\_\_  
Lorie W. Newton

Title: Acting Procurement Director

Date: \_\_\_\_\_

[CONTRACTOR NAME]

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney's Office

Exhibit X – [Description]

**Attachment C – Proprietary/Confidential Information Identification**

As indicated in General Term and Condition 25. Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); **however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.**” **If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.**

The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Use continuation sheet(s) if necessary