

REQUEST FOR PROPOSALS ANNOUNCEMENT

Issue Date: 9/4/2020

Title:	Target Industry Analysis
Proposals Due:	Monday, September 21, 2020, at 4:00p.m., local time.
<p>Project Overview: Economic Development Authority of Frederick County, Virginia is seeking consultant services for a targeted industry analysis. This effort would leverage the analysis and findings from the recent VEDP Strategy project, but refine and tailor this analysis to the specific needs of Frederick County, identify niche sector opportunities, define implication and actions for inward investment attraction in the region, identify key improvement needs, assess the relative importance of different types of improvement, and develop recommendations on the most appropriate actions and interventions for enhancing the competitiveness of Frederick County in different sectors and sub-sectors.</p> <p>.</p>	

The Economic Development Authority of Frederick County, Virginia (the “EDA”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein and proposals will be received by Patrick Barker, Executive Director, Frederick County Economic Development Authority, 45 East Boscawen Street, Winchester, Virginia, 22601, through the due date and hour shown above (local prevailing time).

Pre-Proposal Conference: A Pre-Proposal Conference is NOT scheduled for this solicitation.

Questions: All inquiries and technical questions or comments related to this solicitation shall be directed to Patrick Barker, Frederick County Economic Development Authority no later than 4:00 p.m. on Friday, September 18, 2020. All questions shall be submitted in writing (email is preferred). Telephone inquiries will be accepted.

RFP Contact Information:	Patrick Barker, Executive Director Frederick County Economic Development Authority pbarker@yesfrederickva.com 540.664.3101
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SECTION A

SCOPE OF WORK

1. INTRODUCTION

The purpose of this Request for Proposals (RFP) by the Frederick County Economic Development Authority (EDA) is to solicit sealed Proposals from interested offerors to provide a targeted industry analysis.

EDA is seeking consultant services for a targeted industry analysis. This effort would leverage the analysis and findings from the recent VEDP Strategy project but refine and tailor this analysis to the specific needs of Frederick County, Virginia. Scope of work to include: identify niche sector opportunities, define implication and actions for inward investment attraction in the region, identify key improvement needs, assess the relative importance of different types of improvement, and develop recommendations on the most appropriate actions and interventions for enhancing the competitiveness of Frederick County in different sectors and sub-sectors.

2. BACKGROUND

Frederick County is the northern-most point in Virginia, a mid-point of the East Coast. The County sits at the mouth of the Shenandoah Valley which stretches 200 miles between two mountain ranges - The Blue Ridge Mountains to the East and The Allegheny Mountains (part of the Appalachian Mountain Range) to the West. The Valley is bound by two rivers, the Potomac River to the North and the James River to the South. The County encompasses 416 square miles, serving a population of approximately 86,000.

The Frederick County Economic Development Authority focuses on creating a diverse and strong business base by providing a wide array of information and free services to help businesses expand or locate operations in Frederick County, Virginia. Services include: 1) helping existing and new companies find property, 2) facilitating the business expansion or location process, including working with permitting agencies, 3) identifying hiring and training assistance opportunities for existing and new companies, 4) maintaining demographic data and 5) Workforce development.

First completed in 2006, then updated internally since, targeted business study heavily guides Frederick County, Virginia's strategic economic development direction. The current target industries include:

ADVANCED MANUFACTURING

- Plastics
- Engineered Wood
- Fabricated Metal
- Bioscience
- Supportive Logistics Consulting & Trucking Operations

FOOD PROCESSING & AGRIBUSINESS

- Specialty Foods
- Packaged Foods
- Perishable Foods
- Beverages

PROFESSIONAL & CREATIVE SERVICES

- Information & Communication Technology
- Engineering
- Cyber Security
- Data Centers

HEADQUARTERS & BACK OFFICE

- Corporate HQ
- Back Office
- Service Centers

3. SCOPE OF WORK

The EDA is seeking proposals to conduct a targeted industry study. This effort would leverage the analysis and findings from the recent VEDP Strategy project and current EDA industry targets.

The proposal must include the following attributes:

1. A kick-off call to ensure a clear understanding of project goals, scope of the effort, work plan and key deliverables. Specific goals of the session will be to reach consensus on the final work plan, review and agree on key deliverables, establish the communication protocol between the Offeror and the EDA team, and identify any issues or concerns.
2. The identification of at least five (5) niche sector opportunities including sub-sectors within each. These opportunities should provide an average annual salary equal to or exceeding Frederick County's current average annual salary (\$46,629 2Q20).
 - This step should include at a minimum:
 1. Analyze current and future industry and investment trends (including COVID-19 impact)
 2. Match trend analysis with location assets and current efforts in specific clusters
 3. Identify main types of industry segments as priority targets
 4. Understand industry drivers and location criteria (qualitative and quantitative)
 5. Develop prototype project needs and specifications
 6. Identify relevant benchmark locations
 7. Gather comparative data and benchmark with competing locations
 8. Identify key strengths (selling points)
 9. Identify weak points to be improved
 10. Develop current product profile of the location
 11. Define most promising industry segments
 12. Develop value proposition per sector that includes both qualitative and quantitative attributes specific to Frederick County, VA
 - This step should include the option for the following:
 1. Identify improvement needs for each sub-sector
 2. Perform gap and sensitivity analysis to assess impact of improvements

3. Draw on best practice lessons in economic development strategies around the world
4. Draft priority actions that can improve competitiveness for target sub-sectors (short and mid-term)

3. The project should create a written report at completion, which should include documentation of the study's quantitative and qualitative analysis.
4. At the completion of the project, five (5) copies of bound final report are due to the EDA. Also, a digital, editable copy of report must be provided.
5. The project must be completed by April 2, 2021.

SECTION B

SUBMISSION REQUIREMENTS AND EVALUATION

1. PROPOSAL SUBMISSION

Submit *one* original paper version (conspicuously marked as “ORIGINAL”) and *one* electronic version(s) on CD or USB/”Thumb Drive” (a USB/”Thumb Drive” is preferred) of the proposal by the due date and time specified on the announcement page. Proposals shall be delivered to the EDA, 45 East Boscawen Street, Suite 2 Winchester, VA 22601.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror’s name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version. In case of a conflict between the original paper version and the electronic version, the original paper version shall prevail.

2. PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the EDA. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

- Attachment A - Proposal Form. The Proposal Form should act as the cover pages of the proposal
- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.

- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- The approach to be used, in detail, to meet the requirements identified in the Scope of Work.
- Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
- Successes on projects similar in size and scope.
- The timeframe for project completion.
- Required attachments

3. PRICE PROPOSAL

Please provide pricing for minimum project requirements and separate pricing for optional steps.

4. EVALUATION CRITERIA: Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:

• The demonstrated understanding and approach to provide the services identified in this Request for Proposals	30
• Offeror's understanding and methodology	20
• Successful experience and capabilities of the firm providing similar services	30
• Experience and demonstrated knowledge of key personnel	10
• Price	10
Total Points	100

5. EVALUATION OF PROPOSALS:

Proposals will be evaluated according to the established evaluation criteria. The EDA will select two (2) or more Offerors from all proposals submitted that are deemed to be fully qualified and best suited to provide the required services. The EDA may initiate discussions/interviews with the selected Offerors. The EDA will conduct negotiations with each of the selected Offerors and may obtain best and final offers.

The EDA will only evaluate and score proposals that are submitted by responsible offerors. The EDA will determine whether an Offeror is responsible and may choose to do so after the interview and negotiation stage of the procurement.

Should the EDA determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror without engaging in discussions/interviews with other Offerors if the EDA finds, in its sole discretion that such a selection is in the best interest of the EDA.

SECTION C

CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **CONTRACTOR QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The EDA will make a single award to the responsible Offeror who has made the best proposal and determined to be most advantageous to the EDA.
4. **CONTRACT/AGREEMENT:** Following award, a contract/agreement will be executed between the Offeror and the EDA. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** The EDA may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.
6. **DELIVERY OF GOODS/SERVICES:** The time of proposed delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the Offeror shall so state in the proposal.
7. **METHOD OF ORDERING:** The Contractor shall provide the goods or services requested upon receipt of a Purchase Order if applicable or signed Contract/Agreement.
8. **INVOICING:** The purchase order number shall be included on each invoice and packing slip. Failure to include this information will delay payment. Invoices shall be sent to the "Bill To" information provided on the purchase order.
9. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Purchase Order Number, Line Item Number(s), Description of Goods and Services, Unit Prices, Total Price, etc.) and delivery of goods or completion of services according to specifications and subject to inspections. A completed and signed Acknowledgement of Payment Procedures must be submitted with all proposals (Attachment B).
10. **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless EDA, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the EDA as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to**

submitting a proposal that all insurance endorsements forms have been reviewed by your insurance carrier.

Contractor shall have ten (10) days from the date of the EDA's request, to provide insurance documentation. Failure to provide the certificate and forms within this period may be cause for the EDA to award a contract to the next responsive Offeror and hold the original Contractor liable for excess costs.

11. **SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the EDA. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The EDA shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the EDA. If the EDA delays the project for any reason for a continuous period of ninety (90) days or more, the EDA and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

SECTION D

GENERAL TERMS AND CONDITIONS

Rev: 7/1/2020

BIDS/PROPOSALS ON SOLICITATIONS ISSUED BY THE EDA WILL BIND BIDDERS/OFFERORS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH EDA PROCUREMENT BEFORE SUBMITTING BIDS/PROPOSALS. FAILURE TO DO SO WILL BE AT THE BIDDER/OFFEROR'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The EDA has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the County of Frederick, VA. The EDA Executive Director serves as the EDA Purchasing Manager. Unless specifically delegated by the EDA, no other EDA officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the EDA for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the EDA shall not be bound thereby.

2. **PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS**

- a. Direct contact with anyone other than the EDA Purchasing Manager or the RFP Contact, regarding this Request for Proposals is expressly forbidden except with the permission of the Purchasing Manager. Violation of this directive may result in a determination that the Offeror is ineligible for award.
- b. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
- c. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Proposals received by the EDA Purchasing Manager after the due date and time will not be accepted or considered. Failure to return required documents and information specified herein may result in a determination that the proposal is non-responsive. Electronic transmittals (i.e. fax, email, etc.) will not be considered, unless specifically included in the instructions. All costs associated with preparing a proposal, including any mailing costs, are the Offeror's responsibility.
- d. Prices, when requested, shall be stated in units of quantity specified. No additional charges shall be passed on to the EDA, including sales tax, delivery charges or other surcharges. All deliveries shall be F.O.B. Destination.
- e. If the EDA is closed for business at the time scheduled for proposal opening, regardless of reason, proposals will be accepted on the next business day of the EDA, at the originally scheduled time.
- f. The Terms and Conditions in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered, must be submitted as part of the proposal and be indicated on the Proposal Form.
- g. Submission of a proposal by the Offeror is not to be construed as an award or an order to ship.
- h. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state, or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Offeror from award of a contract.
- i. A proposal may be amended and/or withdrawn by an offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the proposal. Submission of a subsequent proposal unless specifically identified as an additional submission, shall constitute the withdrawal of any prior one submitted by the same offeror on the same Request for Proposal.
- j. Withdrawal of proposals after opening is governed by the Code of Virginia §2.2-4330. The offeror shall give notice in writing of his/her claim of right to withdraw his/her proposal within two business days after opening or receipt of proposals procedure and shall submit original work papers with such notice.

k. The EDA posts all solicitations and related documents on its website (yesfrederickva.com),

3. **ADDENDA:** Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the due date and time to ensure that all addenda are received.

All Offerors shall acknowledge receipt of Addenda with the proposal. Acknowledgement of all Addenda shall be in the space provided on the Proposal Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the proposal may be determined non-responsive.

4. AWARD

- a. A notice of award will be provided, if requested.
- b. Competitive Negotiation selections 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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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 agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The EDA reserves the right to make multiple awards as a result of the solicitation. The EDA may cancel Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous in accordance with the Code of Virginia, § 2.2-4359D. Should the EDA 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- c. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Manager no later than ten (10) days after the award or the announcement of the decision to award. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Manager shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking legal action as established by the Code of Virginia.

5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of availability of an appropriation by the EDA for the purchase of such goods and/or services. The EDA's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Bidder/Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Bidder/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, as amended, or as otherwise required by law shall include in the bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The EDA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

7. **COOPERATIVE PURCHASE:** If authorized by the Bidder/Offeror, the contract resulting from this Solicitation may be extended to other public bodies, public agencies or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The EDA is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating jurisdictions. It is the Bidder/Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Bidder/Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the bid/proposal (Attachment A, #8). Cooperative purchases are not extended for construction related projects.
8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The EDA desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service- disabled veterans and to encourage their participation in the EDA's procurement activities. The EDA encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minority individuals and service-disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. A directory of Commonwealth of Virginia Small, Women-Owned Minority and Service-Disabled Veteran-Owned businesses can be found at <https://directory.sbsd.virginia.gov>. Bidder/Offerors are requested to complete the SWaM Business Indicator on Attachment A.
9. **FAITH BASED ORGANIZATIONS:** In accordance with the Code of Virginia § 2.2-4343.1, the EDA does not discriminate against faith-based organizations.
10. **NON-DISCRIMINATION:** By submitting a bid/proposal, bidders/offerors certify to the EDA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation,

gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

- 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, sexual orientation, gender identity, 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.
 - iv. The requirements of these provisions a. and b. are a material part of the contract. If the Contractor violates one of these provisions, the EDA may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from EDA and State contracting regardless of whether the specific contract is terminated.
 - v. In accordance with Executive Order 13751 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- b. The contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. **DRUG FREE WORKPLACE:** In accordance with the Code of Virginia § 2.2-4312, 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 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, “A 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 subsection, 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.

12. PAYMENT TERMS: Payment will be authorized following receipt of a valid invoice and delivery of goods or completion of services according to specifications and subject to inspections.

- a. Payment terms shall be “Net 30 Days” unless otherwise stated by the Bidder/Offeror on the Bid/Proposal Form. Alternate terms may be offered by Bidder/Offeror for prompt payment of bills.
- b. The payment terms stated herein must appear on the Contractor’s invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- c. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month).
- d. If offered by the Bidder/Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

13. HOLD HARMLESS AND INDEMNIFICATION: The Contractor shall defend, indemnify and hold the EDA, and EDA’s directors, employees, attorneys, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney’s fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its directors, employees, agents, attorneys and volunteers, or incurred by or claimed against the EDA, EDA’s employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the EDA due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor’s directors, officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker’s compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

The Contractor agrees to defend and save the EDA, its agents, officials, volunteers and

employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

- 14. INTERPRETATION OF SPECIFICATIONS:** The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 15. LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
- 16. GOVERNING LAW AND FORUM SELECTION:** This solicitation is subject to the laws of the Commonwealth of Virginia and the County of Frederick, Virginia. By virtue of entering into a contract, Contractor submits itself to a court of competent jurisdiction serving Frederick County, Virginia, and further agrees that this contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by said court accordingly.
- 17. RIGHTS UNDER ANTITRUST LAWS:** The Bidder/Offeror assigns to the EDA any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the bid/proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the EDA.
- 18. ETHICS IN PUBLIC CONTRACTING:** Pursuant to the Virginia Code § 2.2-4367: By submitting a bid/proposal, the Bidder/Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 19. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Bidder/Offeror certifies that it does not and will not during the performance of this Agreement knowingly violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, which prohibits employment of illegal aliens.
- 20. ASSIGNMENT OF CONTRACT:** A Contractor may not assign or transfer this contract and/or Purchase Order in whole or in part except with the prior written consent of the EDA, which may be withheld in the EDA's sole and exclusive discretion.
- 21. DEFAULT:** In event of default by the Contractor, the EDA reserves the right to procure the goods and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.

22. TERMINATION FOR CONVENIENCE: The EDA may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the EDA's best interest without providing specific cause.

23. TERMINATION FOR CAUSE: In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the EDA may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The EDA may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by electronic means (fax/email) or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the EDA may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the EDA terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the EDA shall not constitute a waiver by the EDA of any other rights or remedies available to the EDA by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the EDA of any other rights or remedies available to the EDA by law or contract.

24. RIGHTS AND REMEDIES NOT WAIVED: In no event shall a payment by the EDA to the Contractor or the waiver by the EDA of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the EDA of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the EDA while any such breach or default exists shall not impair or prejudice any rights or remedies available to the EDA.

25. SEVERABILITY: If any provision of the Contract resulting from this Solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

26. INDEPENDENT CONTRACTOR: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the EDA.

27. CONFLICT: In the event of a conflict between the contract documents, including these terms and conditions and the terms of a purchase order or related document issued by the EDA, the contract documents shall control.

28. CONTRACTUAL DISPUTES: Any dispute concerning a question of fact as a result of a contract with the EDA which is not disposed of by agreement shall be decided by the Executive Director, who shall reduce a decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Executive Director shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Executive Director's decision on the claim, unless the EDA fails to render such decision within the time specified.

a. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

29. NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the EDA from acquiring similar, equal or like goods and/or services from other sources.

30. RECORDS AND INSPECTION: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the EDA and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the EDA. The EDA shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the EDA to the Contractor pursuant to this contract or any renewal or extension of this contract. The EDA'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 workspace, in order to conduct audits.

31. VIRGINIA FREEDOM OF INFORMATION ACT: Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2- 3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

32. ENTIRE AGREEMENT: The contract resulting from this Solicitation 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 contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.

33. **TIME:** Time is of the essence as to all matters set forth in this Request for Proposals and any contract arising there from.

ATTACHMENT A

PROPOSAL FORM

(Completed Form Shall Be Submitted as Proposal Cover Pages)

RFP Number:	Insert
Proposal Name:	Insert
Due Date and Time:	Insert

OFFEROR INFORMATION	
Firm/Company Name	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____ - _____
Federal Employer Identification Number (FEIN)	_____ - _____
Social Security Number (only if a FEIN is NOT provided)	_____ - _____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

SCC Identification Number: _____

or

Firm/Company is not required to have/maintain registration
because: _____

2. ANTI-COLLUSION CERTIFICATION

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

3. PAYMENT TERMS (must be minimum net 30):

“Net 30”
 Other, Specify _____

If payment terms are not specified above, then the terms shall be “Net 30 Days”.

4. ADDENDA: Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Proposals:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

5. EXCEPTIONS:

Indicate if modifications are requested by acknowledging the appropriate statement below, as applicable:

Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.
 Offeror takes exception to terms, conditions, requirements, or specifications stated herein, and requests the following specific itemized modifications (attach additional pages if necessary):

Exceptions taken from the stated terms and/or specifications may be cause for proposals to be deemed "non-responsive".

6. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

- Yes
- No

7. **OFFEROR'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting a responsive proposal and may not be inclusive of all solicitation requirements. Offerors are expected to carefully read the entire Request for Proposals document prior to submitting a proposal:

- Completed and Signed Proposal Form (*This form should act as a cover for the proposal*)
- Completed and Signed Acknowledgement of Payment Procedures
- Completed Vendor Application (Substitute W-9 Form – ACH Enrollment)
- References
- Price/Technical Proposal
- Proprietary Information Form
- One (1) Original Proposal and ____ Copies
- One (1) Electronic Proposal

8. **AUTHORIZATION**

In accordance with the term conditions and specifications of this Request for Proposals, the undersigned agrees to furnish any or all of the items and/or services at the prices quoted, at the price set opposite each item, to be delivered within the specified timeframe and to the specified place. The undersigned acknowledges that **the proposal is valid for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request for Proposals, and is authorized to contract on behalf of firm named below.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

ATTACHMENT B

ACKNOWLEDGEMENT OF PAYMENT PROCEDURES (Completed Form Shall Be Submitted with Proposal)

I hereby acknowledge that I have reviewed the “General Terms and Conditions” contained within this Request for Proposals from the County of Frederick, Virginia.

I hereby further acknowledge that, with regard to payments to vendors under contracts with EDA, the General Conditions state as follows:

PAYMENT –

- a. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. EDA reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- b. Contractors shall indicate the payment methods that they will accept. EDA offers two payment methods, purchasing card (VISA credit card) or ACH (electronic deposit). Acceptance of payment by purchasing card usually means that the vendor will need to have credit card processing capability, however the EDA encourages vendors to check with their financial institutions to ascertain precisely what is necessary to accept the purchasing card. Frederick County will not pay additional fees in excess of the offered price to contractor for purchasing card acceptance to include, but not limited to, convenience fees and/or surcharges.

I hereby accept and agree to comply with the foregoing as well as all other terms and conditions of the Contract.

I hereby acknowledge my understanding that if I have indicated that purchasing card is an acceptable method of payment, EDA will make all payments under this contract by purchasing card and a penalty, not to exceed 3%, will be assessed if purchasing card is not honored at the time of payment.

Please indicate payment method(s) accepted: Purchasing Card and/or ACH.

By: _____

Print Name: _____

Company: _____

Title: _____

Address: _____

Phone: _____

ATTACHMENT C

VENDOR APPLICATION

(Completed Form Shall Be Submitted with Proposal)

Vendor # _____

Entered _____

VENDOR APPLICATION – SUBSTITUTE W-9 FORM – ACH ENROLLMENT

Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. The Internal Revenue Service (IRS) requires us to maintain the taxpayer identification number and certification for the purpose of reporting certain payments made to persons or companies not classified as employees. Failure to provide this information will result in a tax withholding of 28% If you do not provide an accurate name and tax identification number as filed with the IRS, a penalty may be imposed by the IRS.

Please complete this substitute W-9 form and return it via fax or mail to the above location. We strictly follow confidentiality laws and use your tax information for our reporting purposes only.

Please be advised that failure to respond may cause a delay in the processing of your payments.

Submission of this form does not guarantee receipt of a request for quotation, invitation to bid or request for proposal. It is the vendor's responsibility to check the solicitation notices posted by the Finance Department.

 New Enrollment Change Existing Enrollment

PART I

Vendor Information

Legal Business Name:

D/B/A:

Address: _____ City: _____ State: _____ Zip: _____

TIN/SSN: _____ A/R Contact: _____

Phone #: _____ Fax #: _____

Address Change (must provide old address here):

Address: _____ City: _____ State: _____ Zip: _____

Business Type:
(MUST choose one)

Individual/Sole Proprietor or single member LLC Partnership
 C Corporation S Corporation Trust/estate
 Limited Liability Company (LLC) Enter the tax classification:
(S=S corporation, C=C corporation, P=partnership) → _____
 Other → _____

Exempt Payee: Yes No
Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

County Business License #, if applicable _____

List products or services supplied:

Persons to contact regarding bids, proposals, contracts or purchase orders

Name	Title	Phone	Fax

CERTIFICATION:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature

Date

SEE REVERSE FOR ACH ENROLLMENT – MUST BE SIGNED

Revised 9/27/19

Vendor # _____

Entered _____

VENDOR APPLICATION – SUBSTITUTE W-9 – ACH ENROLLMENT FORM**PART II****ACH Enrollment - Bank Information**

NOTE: Purchasing cards are the County's preferred method of payment. An ACH is a secondary form of payment utilized ONLY for vendors who do not accept purchasing cards.

There are unique processing requirements for electronic vendor payments that are being sent to a financial institution outside of the United States. If our payments to you are being forwarded from a U.S. financial institution to a financial institution in another country, please advise the Frederick County Finance Department.

	NEW (required)	OLD (required if updating banking info)
Financial Institution		
Bank ABA Routing Number (Specifically for ACH routing transactions)		
Type of Account (choose one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Deposit Account #		
Email Address for Notice of Payment (required)		
Email Address for Notice of Payment (optional)		
Accounts Receivable Contact Name		
Accounts Receivable Contact Phone		

NOTE: All information is required. Contact your bank if you have questions regarding the ABA Routing Number or Account Number for ACH payments.

I, the afore named Vendor, hereinafter called the Vendor, hereby authorize the County of Frederick, Virginia, hereinafter called the County, to initiate credit entries to my/our account for all vendor payments payable to me at the depository financial institution named above, hereinafter called the Depository, and to credit the same to such account. **If County funds to which the Vendor is not entitled are deposited in our account, I, the Vendor, authorize the County to direct the Depository to return those funds.** I, the Vendor, acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of U. S. Law and the rules as set forth by the National Automated Clearing House Association (NACHA).

This authorization is to remain in full force and effect until the County has received a notice of termination from me, or a Vendor representative, in such time and in such manner as to afford the County a reasonable opportunity to process this termination. I, the Vendor, further acknowledge that any remittance information associated with payments that I receive will be made available to me through a Notice of Payment sent by the County to the e-mail address designated by the Vendor.

I, the Vendor, agree it is the responsibility of the Vendor to notify the County should any changes occur with regard to account information or official e-mail addresses for advice delivery. In the event there is a change to any Vendor information (e.g., name, account number, ABA number, etc.) without prior notification to the County, the County is not liable for any direct deposit to an account that has been deactivated, transferred, or otherwise changed. In the event there is a change to a Vendor official e-mail address without prior notification to the County, the County is not liable for any advice deliveries to an e-mail address that has been deactivated, transferred, or otherwise changed.

Under penalties of perjury, I declare that the information provided is true, correct and complete, to the best of my knowledge and belief and that the applicant is not debarred to supply materials or services to any public agency. I also understand that it is my responsibility to update this information in the event that any changes occur. I certify that this vendor/individual is properly licensed for providing the goods/services specified.

Printed Authorized Name/Title: _____

Telephone # _____ **Email** _____

Authorized Signature: _____ **Date:** _____

ATTACHMENT D

REFERENCE PAGE
MUST BE FOR EQUIVALENT SERVICES
(Completed Form Shall Be Submitted with Proposal)

OFFEROR NAME _____

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #2

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #3

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

ATTACHMENT E

PROPRIETARY INFORMATION
(Completed Form Shall Be Submitted with Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the County are not “proprietary” or “confidential”.* They are considered public information.

Please mark one:

() **No**, the proposal does not contain any trade secrets and/or proprietary information.

() **Yes**, the proposal does contain trade secrets and/or proprietary information.

If YES, please list the *page numbers* and the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.** Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information is contained in the proposal.

ATTACHMENT G

SAMPLE CONTRACT/AGREEMENT

(This is a Sample Only. A specific contract will be sent to the Offeror who is awarded the contract)

CONTRACT FOR [_insert RFP Title_]

This Contract entered into this _____ day of _____ 20____, by
_____, hereinafter called the “Contractor” and the Economic Development
Authority of Frederick County, VA, called the “EDA”.

WITNESSETH that the Contractor and the EDA, in consideration of the mutual covenants, promises
and agreements herein contained, agree as follows:

WHEREAS, in response to the EDA’s Request for Proposals (RFP) # [_____] entitled
[_____], the Contractor has submitted a timely proposal to provide [professional OR non-
professional] services as described in its sealed proposal, and the EDA desires to contract with the
Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the EDA, and other good and valuable
consideration, the parties covenant and agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Owner as set forth in the
official Request for Proposals, which shall include:

(1) [brief overview of scope]

PERIOD OF PERFORMANCE: From _____ through _____.

Either party may terminate this contract with 60-days written notice to the other party.

The contract documents shall consist of the following documents, which are expressly incorporated into
this contract by reference:

- (1) This signed form;
- (2) The entire EDA Official Request for Proposals, including terms and conditions

dated: _____

The Contractor’s Bid response dated _____, all of which documents are incorporated herein.

SAMPLE CONTRACT/AGREEMENT continued

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

ECONOMIC DEVELOPMENT AUTHORITY OF

COUNTY OF FREDERICK, VA (OWNER):

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Contract Officer / Purchasing Manager