



CITY OF COVINGTON VIRGINIA

333 W. Locust St
Covington VA 24426
PHONE: (540) 965-6310

ISSUE DATE: Monday, April 15, 2024

REQUEST FOR PROPOSAL (RFP) # 2024-IT

FOR

Website Design,
Hosting, and
Maintenance

PROPOSALS DUE: Tuesday, April 30, 2024

ON OR BEFORE 3:00 P.M.

ALL INFORMATION AND CLARIFICATION INQUIRIES MUST BE SUBMITTED IN WRITING VIA
EMAIL (Only) BY APRIL 19, 2024, TO dbryant@covington.va.us

PURPOSE - The City of Covington, Virginia is requesting responses to a Request for Proposal (RFP) from qualified firms (Offerors) to provide website redesign, hosting, and maintenance services for the City's website www.covington.va.us.

BACKGROUND - The City of Covington provides a full array of local government services to residents, businesses, and visitors, including public safety, education, judicial administration, parks and recreation, Public works, library, solid waste, water and sewer, planning, zoning, building safety, as well as education, judicial administration, health and human services in conjunction with Alleghany County.

SCOPE OF SERVICES - The City's website, www.covington.va.us, is a critical tool for engaging, interacting, and communicating with as well as providing service to many varied stakeholders (i.e., residents, businesses, visitors, etc.). The City desires its website to create a positive experience for the user and thus aims for it to be easy to navigate, intuitive, user-friendly, and highly functional. The website should be visually compelling and contain imagery and graphic designs that are reflective of the City's beauty, character, activities, and services.

The scope of services shall include, but not be limited to, the following:

- Design and develop a new, visually compelling, user-friendly website that provides for the functionality of the vast array of City government services and departments.
- Incorporate the City's priorities into the design to ensure consistency in messaging and appearance.
- Reflect in all user interfaces the concept of service-based government.
- Be fully responsive and resolve properly for different screen resolutions, including all major mobile devices, tablets, and desktops.
- Meet ADA/508 compliance. The website should be handicapped-accessible and/or friendly.
- Provide a site search engine. The search results should be accurate and come only from the City of Covington website.
- Be compatible with all internet browsers, including but not limited to Edge, Firefox, Safari, Google Chrome, and Opera.
- Maintain a similar look and feel throughout the website. Intuitive navigational aids and links shall be consistently used throughout the site. A common framework and standardized style will enable users to easily navigate the site regardless of their understanding of the departmental structure of the City of Covington.
- Divide the website into easily understandable, user-centered categories. For example, categories could include residents, businesses, government, employment, forms, and visitors.
- Provide an easy-to-use, interactive, and architecturally sound platform flexible enough to accommodate website growth for a minimum of five years.
- Provide a language-translation tool. Web users should be able to select their desired language from a list of major languages in which to view the content.
- Provide printer-friendly pages.
- Provide sitemaps.
- Provide offsite management, maintenance, and service.
- Provide fillable forms.
- Provide an events calendar.
- Provide for integration with major social media sites (e.g., Facebook, Instagram, Twitter, LinkedIn, and YouTube).
- Have a user-friendly content management system (CMS) allowing City staff the ease of making updates to the website such as events, updates to current listings, news pages, itineraries, videos, and calendars without incurring any additional agency fees. Must also include the capability to restrict editing privileges of individual editors to specific areas of the website.
- Enable user-friendly and attractive video and photo integration onto website pages.
- Provide robust training and ongoing maintenance. It is critical that staff are trained to update/edit the site after it is deployed. The content management system must be user-friendly, and training costs must be included in the price quoted. Offerors shall provide a proposal that includes any annual or monthly fees including charges for updating software-hosting, or any edits that City staff may not have the technical expertise to accomplish.

Transition to cityofcovington.va domain name and setup redirect of current covington.va.us

- Ensure Google Analytics integration and basic search engine optimization such as metadata.
- Provide for capability for notifications for users who may desire to sign up to receive certain notifications (e.g., employment, invitations to bid, requests for proposals, etc.).
- Provide for the capability for future social media integration (for communications), job listings, events, etc.
- Provide for potential future website enhancements and capabilities, such as creating and/or managing various applications, forms, and payments.
- Ensure maximum security for website hosting.

PREPARATION AND SUBMISSION INSTRUCTIONS:

General Proposal Instructions - RFP Response: Please provide **three (3) hard copies and **one (1) digital copy** (dbryant@covington.va.us)**

of your proposal in Microsoft Word or PDF format. Please clearly mark your proposal as *Website Redesign, Hosting, and Maintenance Services*.

All Written proposals shall be directed to:

City of Covington, ATTN: David Bryant, Director of Finance & Administration, 333 W. Locust Street, Covington, VA 24426. Receipt of Hard Copy Proposal by required date and time is the responsibility of the sender and late submissions will not be opened.

Proposal Preparation:

- Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information as requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information shall be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- Proposals should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the should be inserted in an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the Procurements are specifically addressed.
- As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- All costs of proposal preparation and presentation shall be borne by each Offeror. The City is not liable for any cost incurred by the Offeror prior to the issuance of a contract.

Oral Presentation:

- Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option for the City and may or may not be conducted.

Specific Proposal Instructions:

The following information must be provided in a written proposal form, along with any other data deemed relevant by the Offeror so that the County may properly evaluate your capabilities to provide the required services.

Section 1: Executive Summary (Maximum of 2 Pages)

The Offeror's submittal shall contain an executive summary that summarizes their overall capabilities and approaches for accomplishing the services specific herein. The Offeror shall provide a narrative demonstrating their full understanding of the project, scope, and tasks required to successfully complete the services.

Section 2: Skills and Experience of Project Team (Maximum of 3 Pages)

- The Offeror shall provide a Project Team Organizational Chart. (*Maximum of 1 Page*)
- The Offeror shall describe the experience and demonstrate the qualifications of the entire project team, including any subcontractors that the Offeror proposes to use. The written narrative statement shall clearly identify the Project Manager as well as other members of the project team. The Offeror shall provide the names, qualifications, degrees, certifications, experience, and licenses of the employees, consultants, and sub-consultants to be assigned to the project. (*Maximum of 2 Pages*)

Section 3: – Similar Services and Related Experience (Maximum of 6 pages)

- The Offeror shall provide a listing of at least three (3) references for whom similar services have been provided.
- The Offeror shall include a narrative of the services provided as well as the name of the client for whom the work was performed.
- The Offeror shall describe the firm's experience with providing similar services along with timelines and the firm's experience in providing similar services to the public sector, as applicable.
- The Offeror shall provide work samples (e.g., website examples, design, site maps, etc.) for the references.

- While experience with other localities is not required, if the Offeror has previous experience with other local governments, please submit at least one such example.

Section 4: – Project Approach/Methodology and Ability to Meet/Exceed Requirements (Maximum of 3 pages)

- The Offeror shall provide a narrative describing the approach/methodology proposed in providing the services.

Section 5: – Project Schedule (Maximum of 1 page)

- The Offeror shall provide the approximate date the Offeror is available to begin work and the proposed timeline to complete the project, noting any specific milestones; this may be shown by graphic timeframe in weeks.

Section 6: – Cost of Services (Maximum of 1 Page)

- The Offeror shall provide a cost proposal with a breakdown of all fees (e.g., one-time fees and ongoing annual maintenance, hosting, and support costs) based upon the scope of services proposed.

Evaluation of Proposals and Award Criteria:

Evaluation Criteria: Proposals shall be evaluated by the City using the following criteria:

- Skills and Experience of Project Team (20 points)
- Similar Services and Related Experience (20 points)
- Project Approach/Methodology and Ability to Meet/Exceed Requirements (25 points)
- Project Schedule (10 points)
- Cost of Services (25 points)

Award Criteria: Procurement of non-professional services. The City will rank proposals by the specifications set forth in the RFP. Interviews are conducted with at least two Offerors ranked highest. In these interviews, the Purchasing Agent may obtain binding prices. After the interviews are complete, the Purchasing Agent should award the contract to the Offeror with a proposal that is deemed in the best interest of the City.

To be considered for selection, Offerors must submit a complete response to this Request for Proposal. Failure to submit all the information requested may result in the rejection of the proposal. The County reserves the right to cancel this Request for Proposal and to reject all proposals when such rejection is in the best interest of the City.

OFFEROR DATA/SIGNATURE SHEET

LEGAL NAME AND ADDRESS:

_____ DATE: _____

_____ BY: _____

_____ NAME: _____
(SIGNATURE IN INK)

_____ ZIP CODE: _____ TITLE: _____

_____ PHONE: () _____ FAX: () _____

_____ E-MAIL: _____

_____ BUSINESS LICENSE #: _____

_____ VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

GENERAL TERMS & CONDITIONS

- A. **Acceptance of Bids/Proposals:** Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- B. **Anti-Discrimination:** By submitting their bids/proposals, bidders/proposers certify to City of Covington that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:

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

b. the contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such a contractor is an equal opportunity employer.

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

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. **Antitrust:** By entering a contract, the contractor conveys, sells, assigns, and transfers to the City of Covington all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by City of Covington under said contract.
- D. **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Covington, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.
- E. **Assignment of Contract:** A contract shall not be assigned by the contractor in whole or in part without the written consent of the City of Covington.

- F. **Availability of Funds:** It is understood and agreed between the parties herein that City of Covington shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
- G. **Bid/Proposal Pricing:** The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The City will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.
- H. **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The City of Covington may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such an order and shall give the City of Covington credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to City of Covington's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City of Covington with all vouchers and records of expenses incurred and savings realized. The city of Covington shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City of Covington within thirty (30) days from the date of receipt of the written order from City of Covington. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by City of Covington or with the performance of the contract generally.
- I. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the 333 W. Locust Street, Covington, Virginia 24426, 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. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the City Manager's decision on the claim, unless that office fails to render such a decision within thirty (30) days. Failure of the City to render a decision within thirty (30) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the City's failure to decide within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the City Manager shall be final and conclusive unless

the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

- J. **Clarification of Terms:** If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- K. **Debarment Status:** By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- L. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, City of Covington, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Covington may have. In addition, the City of Covington reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.
- M. **Drug-Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- N. **Ethics in Public Contracting:** By submitting their bids/proposals, bidders/proposers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/proposer, supplier, manufacturer or subcontractor in connection with their bid/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.
- O. **Facsimile and Email Proposals:** Facsimile or email unsealed proposals received in City of Covington Purchasing Office prior to the time and date designated for proposal submission will be accepted. It is the bidder's/proposer's responsibility to ensure these bids/proposals are received by City of Covington Purchasing Office. Facsimile or email bids/proposals will not be accepted for sealed bids or proposals.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, bidders/ proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless City of Covington its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by the contractor or contractor's use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of City of Covington.
- R. **Late Proposals:** To be considered for selection, bids/proposals must be received by City of Covington 333 W. Locust Street, Covington, Virginia 24426, by the designated date and hour. Bids/Proposals received in the City of Covington Purchasing Office after the date and hour designated are automatically

disqualified and will not be considered. City of Covington is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder/proposer to ensure that its bid/proposal reaches the City of Covington Purchasing Office by the designated time and hour.

- S. **Mandatory use of City Form and Terms and Conditions:** Failure to submit a bid/proposal on the official City of Covington form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, City of Covington reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the City of Covington may, in its sole discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- T. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, City of Covington reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds. For determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The City shall initiate such negotiations by notice to the lowest responsive, responsible bidder that its bid exceeds the available funds, and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.
- U. **Nondiscrimination of Contractors:** A bidder, proposer, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. **Payment:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show City of Covington or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Covington shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from City of Covington for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify City of Covington and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from City of Covington, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of City of Covington.

- W. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- X. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, City of Covington will publicly post such notice on the City of Covington website (www.covington.va.us) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.
- Y. **Qualification of Bidders/Proposers:** City of Covington may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to City of Covington all such information and data for this purpose as may be requested. The City of Covington reserves the right to inspect

bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. City of Covington further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder/proposer fails to satisfy City of Covington that such bidder/proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- Z. **Supremacy Clause:** Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in City of Covington's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.
- AA. **Taxes:** Sales to the City of Covington are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- BB. **Transportation and Packaging:** By submitting their bids/proposals, all bidders/proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing, and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- CC. **Testing and Inspection:** City of Covington reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- DD. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- EE. **Termination:**
1. The City may terminate this contract with or without cause by giving the contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the contractor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third-party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all the City's obligations hereunder and no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed.
 2. In addition to the City's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default shall state the party's intent to terminate the contract if the default is not cured within a specified time period.
 3. **Appropriation Approval.** The contractor acknowledges that the City's performance and obligation to pay under this contract is contingent upon annual appropriation by City Council. The contractor agrees that if such an appropriation is not forthcoming, the City may terminate this contract and no charges, penalties, or other costs shall be assessed.

SPECIAL TERMS AND CONDITONS

1. **Award:** City of Covington will make the award on a Unit Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
2. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by the City of Covington, and shall include all applicable freight and installation charges; extra charges will not be allowed.
3. **Insurance:** Contractor certifies that it and its subcontractors, if any, will have the insurance coverage set forth below at the time the contract is awarded and that such insurance will be maintained during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The "City of Covington, its officers, agents, and employees," shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by the City's insurers.

Each required insurance policy shall provide at least 30 days' written notice of cancellation to the City of Covington.

If the liability insurance is issued on a "claims made" basis, the contractor must either:

- a. Agree to provide certificates of insurance evidencing the General Liability coverage for a period of two (2) years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement.

MINIMUM INSURANCE REQUIRED:

- a. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 - b. Employer's Liability:
 - i. Each Accident: \$100,000
 - ii. Disease, Each Employee: \$100,000
 - iii. Disease, Policy Limit: \$500,000
 - c. Commercial General Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - iii. Commercial General Liability shall include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit shall apply separately to the project. Contractor's insurance coverage shall be primary and non-contributory.
 - d. Automobile Liability: Combined Single Limit of \$1,000,000
 - e. Professional Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - f. Umbrella Liability: \$2,000,000 per occurrence.
4. **Maintenance Manuals:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.

Warranty (Commercial): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to City of Covington by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

ATTACHMENT C
PROPRIETARY INFORMATION FORM

Identify the data or other materials to be protected and state the reasons below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line-item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the proposal.

Confidentiality Reference Protection in accordance with the Code of Virginia, Section 2.2-4342.

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure: _____

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure: _____

Section/Title: _____ Page(s) #: _____

Reason(s) for Withholding from Disclosure: _____

If additional space is needed, please list on a separate sheet and include in the sealed Proposal.