

**Eastern Shore of Virginia Broadband Authority**  
**4174 Lankford Highway**  
**Exmore, VA 23350**  
**REQUEST FOR PROPOSAL No. 002-2016**  
**Project: Public Relations and Marketing Services**

**PUBLIC NOTICE**

The Eastern Shore of Virginia Broadband Authority is accepting sealed bids until: **2:00 PM EST, December 6, 2016**, for the purpose of selecting a consultant(s) ESVBA to broaden community awareness, to develop a comprehensive program to include consistent branding messages and strategies for advertising the Eastern Shore of Virginia Broadband Authority that are designed to increase public awareness of the ESVBA's mission, accomplishments and future plans. The program may contain both short and long term components and should address branding for the ESVBA through the use of lobbying and public relations activities.

A pre-bid meeting will be held at 4174 Lankford Highway, Exmore, Virginia 23350 at **1:00 PM EST, November 16, 2016**. Bids shall be mailed or hand delivered to: Eastern Shore of Virginia Broadband Authority (ESVBA), 4174 Lankford Highway, Exmore, Virginia 23350; (757) 414-0304, before **2:00 PM EST on December 6, 2016** at which time they will be publicly opened and read.

Consistent with § 54.1-1112, Code of Virginia, bidders shall provide evidence of proper licensure to undertake the Project before their bid may be received and considered. No bid may be withdrawn for a period of 60 days after the date of bid opening except in accordance with Section 2.2-4330 of the Code of Virginia, as amended. ESVBA has selected the first procedure for the withdrawal of bids as set forth in the sections of the Code as noted above.

NOTE: The ESVBA does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a Supplier because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

The ESVBA is committed to increasing procurement opportunities for small and micro businesses, including small or micro businesses that are owned by minorities, women, or disabled veterans, strengthening the Commonwealth's overall economic growth through the development of its suppliers.

**Eastern Shore of Virginia Broadband Authority  
4174 Lankford Highway  
Exmore, VA 23350**

**REQUEST FOR PROPOSAL No. 002-2016  
Project: Public Relations and Marketing Services**

Opening Date: **December 6, 2016**  
Time: **2:00 PM EST**

Location: **4174 Lankford Highway, Exmore, VA 23350**

----- Bidder's Signature -----

The Bidder shall sign and date the section below to attest that the bidder has read, understands, and agrees to all terms, conditions, drawings and specifications set forth in this Request for Proposal, unless otherwise stated in writing and submitted with the bid package.

Bidder's Name: \_\_\_\_\_

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

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

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

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

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**REQUEST FOR PROPOSAL**

Project Owner: **Eastern Shore of Virginia Broadband Authority (ESVBA)  
4174 Lankford Highway  
Exmore, VA 23350  
(757) 414-0304  
info@esvba.com**

Project Description: **Public Relations and Marketing Services**

Pre-Bid Conference: **November 16, 2016 1:00 PM EST  
4174 Lankford Highway  
Exmore, VA 23350**

Questions after Pre-Bid: **No later than November 23, 2016, 2:00 PM EST**

Bid Submission Deadline: **December 6, 2016, 2:00 PM EST**

**Eastern Shore of Virginia Broadband Authority  
4174 Lankford Highway  
Exmore, VA 23350  
(757) 414-0304**

## INSTRUCTIONS TO BIDDERS

### 1. ENVELOPE IDENTIFICATION

All submission requirements **must** be returned in a **sealed** envelope. The bidder shall clearly mark on the outside of the envelope, **“REQUEST FOR PROPOSAL NO. 002-2016, ESVBA PROJECT: Public Relations and Marketing Services”**; bid opening date and time; and the bidder’s complete mailing address.

The ESVBA will not be responsible for premature opening or late arrival of bids improperly addressed or identified. If a bid is mailed in an envelope, not as specified, the bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. The ESVBA reserves the right to disqualify such a bid as non-responsive. Sealed bids may be hand delivered to the designated location.

### 2. BID SUBMITTAL

The original bid packet documents along with five (5) copies should be submitted in a sealed envelope or container and hand-delivered or mailed to: Executive Director, Eastern Shore of Virginia Broadband Authority, 4174 Lankford Highway, Virginia 23350, no later than December 6, 2016, **2:00 PM EST**, after which time they will be publicly opened and read. Any bid received after December 6, 2016, **2:00 PM EST**, whether hand-delivered, submitted via U.S. Postal Service, or submitted via any other delivery service, will not be accepted. **THERE IS NO GUARANTEE OF OVERNIGHT DELIVERY. BIDDERS ARE ENCOURAGED TO USE 2-DAY DELIVERY.**

The ESVBA reserves the right to amend or cancel this RFQ at any time, in the best interests of the ESVBA. The ESVBA reserves the right to reject any or all bids, in whole or any part thereof; to waive informalities and technicalities; and to accept any such bids which the ESVBA deems to be in the best interest of the ESVBA.

### 3. SUBMISSION REQUIREMENTS

**To be considered responsive, a bid must contain the following, referenced by number and in the order below:**

1. RFP Response. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies, so marked, must be submitted to the ESVBA. No other distribution of the proposal shall be made by the Offeror.
2. Proposal Preparation. Responsiveness
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Content. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. 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.
- c. Organization. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. 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” and “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 responses 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 Offeror’s proposal.
  - e. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for the ESVBA pursuant to the RFP shall belong exclusively to the ESVBA 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 protection of § 2.2-434F 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 and shall result in rejection of the proposal.
3. The Consultant must provide a brief history of organization, general purpose, goals and objectives as they relate to a Public Relations, Marketing, & Advertising Services.
  4. The Consultant must provide the total number of year’s Consultant has been in business.

5. The Consultant must provide a list of names, titles, and resumes of all individuals assigned to work with ESVBA describing their background as it relates to Public Relations, Marketing, & Advertising Services including experiences and past successes.
6. The Consultant must provide a list of names of public & private entities, preferably those from the Commonwealth of Virginia, which the Consultant has assisted with Public Relations, Marketing, & Advertising Services.
7. The Consultant must provide names of all institutions assisted in the development of any Public Relations, Marketing, & Advertising Services in the last 6 years, whether goals were met or not.
8. The Consultant must provide documentation of successful experience in resource development, in advertising copywriting and design in public sector and/or broadband environment.
9. The Consultant must provide a minimum of 5 references from public and private institutions and broadband companies that the Consultant has assisted in Public Relations, Marketing, & Advertising Services within the last three (3) years. References must also be provided or any subConsultant proposed for the project for works of \$10,000 or more. Include the name of institution, brief description of the type of service, and name of contact person and telephone number
10. Copies of business licenses, professional certifications or other credentials, together with evidence that the bidder, is in good standing and is qualified to conduct business in Virginia.
11. Completed Bidder Questionnaire, Attachment D.
12. Bidder Compliance Statement Certification Regarding Equal Opportunity, Attachment H.
13. Certification of Bidder Regarding Debarment by Agency of the Commonwealth of Virginia, Attachment I.
14. A written acknowledgment of the acceptance of the contracting requirements set forth on Page 1 of this RFP.
15. A written acknowledgement of receipt of any and all addenda as set forth on the provided Bid Form, Attachment B. Please list each addenda received and their dates.

Bids failing to address each of the submission requirements above may be deemed non-responsive and may not be further considered.

**4. INTENTIONALLY OMITTED**

**5. PRE-BID MEETING AND QUESTIONS REGARDING THE RFP**

Questions regarding the RFP, specifications or other solicitation documents may be addressed in person at the pre-bid meeting (see page 5 of 14). Questions after the pre-bid meeting may be submitted by email at [npascaretti@esvba.com](mailto:npascaretti@esvba.com), by phone at (757) 414-0304 or by mail at the address listed above. All questions must be submitted no later, than the date and time listed on Page 5 of 14. Questions and



answers regarding this RFP may be shared with all bidders known to be interested in submitting a bid. If the question requires clarification, an addendum will be supplied to all bidders.

A bidder, who believes that one or more of the RFP's requirements is onerous, unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The Eastern Shore of Virginia Broadband Authority must receive any such requests no later than five (5) days prior to the date for submission of bids.

## 6. BID OPENING

Bids shall be publicly opened and read aloud in the presence of one or more witnesses at 4174 Lankford Highway at the Exmore, Virginia 23350. The amount of each bid, together with the name of each bidder, shall be recorded. The record on each bid shall be open to public inspection.

No statement or notation whatsoever, written, printed, typed or otherwise set out on any bid envelope, including any addition or deduction in contract price, shall be recognized in the review and tabulation of any bid or offer or for any other purpose.

## 7. MISTAKES IN BIDS

**Correction:** Except as herein provided, no plea or claim of mistake shall be available to a bidder for recovery of any deposit or security required to be paid or posted or as a defense in any legal proceeding for the failure, neglect or refusal of the bidder to (1) execute a contract that has been awarded by the ESVBA, (2) accept a job number issued by the ESVBA to a bidder in response to a bid submitted by such bidder, or (3) perform in accordance with the terms, specifications and conditions of a contract.

- A. Mistakes Discovered Before Opening.** A bidder may correct mistakes discovered before the time and date set for receipt of bids by withdrawing and replacing or by correcting the bid.
- B. Mistakes Discovered After Opening But Before Award – Informality.** An informality is a minor defect or variation of a bid or proposal from the exact requirements of the Request for Proposals which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured. The ESVBA may, in its sole discretion, waive such informalities or permit the bidder to correct them, whichever procedure is in the best interest of the ESVBA.
- C. Judgment Errors.** Bids may not be withdrawn if the mistakes are attributable to errors in judgment, nor may such mistakes be waived or corrected.
- D. Nonjudgmental Mistakes – Mistakes Where the Intended Correct Bid is Evident.** If the mistake and the intended correct bid are clearly evident in the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident in the bid document are typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.
- E. Mistakes Where the Intended Correct Bid is Not Evident.** A bidder may be permitted to withdraw a low bid if a mistake is clearly evident from the bid documents submitted by the bidder and/or a comparison with other bids.
- F. Mistakes Discovered After Award.** Bids containing mistakes shall not be corrected or withdrawn after award of a contract or issuance of a job number. No plea or claim of mistake in

a bid or resulting contract shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder as a result of the breach or nonperformance of such contract or job number.

**Withdrawal of Bid:** The Bidder must submit to the ESVBA or designated official his original work papers, documents, and materials used in the preparation of the bid within two days after the conclusion of the bid opening procedure. Such work papers must be in an envelope or package separate and apart from the envelopes containing the bid and marked clearly as to the contents and shall be delivered by the bidder in person or by registered mail. Such mistake must be clerical as opposed to judgmental and actually due to an unintentional arithmetic error or an unintentional omission that can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used for the preparation of the bid sought to be withdrawn.

Failure of a bidder to submit his original work papers, documents and materials used in the preparations of his bid at the time, date and place required shall constitute a waiver by the bidder of his right to claim any mistake in his bid.

No bid may be withdrawn due to error when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).

If a bid is withdrawn due to error, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

If the ESVBA denies the withdrawal of a bid under the provisions of section 2.2-4330 of the Code of Virginia, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible bidder.

**8. PRICING ERRORS**

In case of an error in price extension, the firm fixed unit price shall govern.

**9. INTENTIONALLY OMITTED**

**10. STATE CORPORATION COMMISSION**

Bidders submitting as corporations must be licensed through the Virginia State Corporation Commission as corporations authorized to do business in Virginia.

**11. AWARD CRITERIA**

The ESVBA reserves the right to accept or reject all or any part of the bids, waive minor technicalities or informalities and award the Contract to the lowest responsive, responsible bidder to best serve the interest of the ESVBA.

In determining the lowest responsible, responsive bidder, in addition to the price, the ESVBA shall consider:

- The financial stability and long-term viability of the bidder.
- The industry reputation of the bidder to perform the Services required.
- The ability of the bidder to provide support and future maintenance and service.
- The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- Whether the bidder can perform the contract or provide the service promptly or within any time specified, without delay or interference.
- The demonstrated history of satisfactory performance of the bidder in projects of similar nature and/or scope.

CRITERIA	POINTS
<b>1. Functionality/Scope of Works</b>	30
How well the Consultant addresses the requirements in Scope of Work.	
<b>2. Experience/Qualifications</b>	30
The Firm's stability and success in providing the services outlined in RFP.	
<b>3. Dependability</b>	15
The number of years in firm has been in business.	
<b>4. Price.</b>	20
<b>5. Small Business (SWAM) Vendor</b>	5
<b>TOTAL =</b>	<b>100</b>

**AWARD OF CONTRACT:** Selection shall be made of two or more Consultants 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. Negotiations shall be conducted with the Consultants so selected. Price shall be considered, but shall not be the sole determining factor. After negotiations have been conducted with each Consultant so selected, ESVBA shall select the Consultant(s) which, in its opinion, has made the best proposal, and shall award the contract to a Consultant. ESVBA may cancel this Request for Proposals or any portion thereof at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be most advantageous. Should ESVBA determine in its sole discretion that only one Consultant is fully qualified, or that one Consultant is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Consultant. The award document will be a contract incorporating by reference all the requirements, terms and conditions, of the solicitation and the Consultant's proposal as negotiated.

**12. ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award, the ESVBA will issue a Notice of Award to the successful bidder(s) and notice to the other bidders of the Notice of Award.

**13. ADDENDA**

All addenda will be provided to all bidders either by email or direct mail. All such addenda shall become a part of the solicitation documents, must be addressed in the bid and shall become a Contract

Document. **Bidders must acknowledge receipt of all addenda on the Bid Form, Attachment B.** The ESVBA accepts no liability for late receipt or non-receipt of addenda.

#### 14. ACCEPTANCE OF BIDS

Bids submitted shall be binding for sixty (60) calendar days following the bid opening date, unless extended by mutual consent of all parties.

#### 15. CHANGES, ADDITIONS, DELETIONS

No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the ESVBA.

#### 16. PROPRIETARY INFORMATION OR TRADE SECRETS

Bidders are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Bidder. Specifically, if the bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Bidder shall (i) invoke the protection of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** The bidder shall submit proprietary information under separate cover. The ESVBA reserves the right to submit such information to the ESVBA Attorney to confirm the bidder's claim that the information for which protection is claimed is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three requirements of Section 2.2-4342 shall be public information in accordance with applicable law.

#### 17. DELIVERY

Consistent failure to meet delivery promised without valid reason shall constitute a default, in which case the ESVBA may seek any and all remedies provided in the procurement or contract documents, or at law or in equity, including but not limited to termination of any resulting contract.

#### 18. DEFECTIVE ITEMS

Services delivered which are defective or determined by the ESVBA not to be of industry standards will be promptly corrected or replaced by bidder to the satisfaction of the ESVBA. The ESVBA reserves the right to correct any unaccepted Services either itself or by others if bidder does not promptly correct any defects at the bidder's expense.

#### 19. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders 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 equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the ESVBA to determine if the product offered meets the requirements of this solicitation. This is required even if offering the exact brand, make or manufacturer

specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in disqualification of the bid as nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

**20. INTENTIONALLY OMITTED**

## GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions will be incorporated into the form of Agreement executed between ESVBA and the successful bidder, unless bidder specifically notes an exception thereto with proposed alternative terms.

### 1. TAX EXEMPT

The ESVBA is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request.

### 2. PAYMENT

Invoices for items ordered or services delivered and accepted shall be submitted by the Consultant directly to ESVBA. All invoices shall show the applicable job number and line item. Prior to beginning the Work, Consultant shall submit to ESVBA a proposed schedule of values which shall be subject to final approval by ESVBA. The schedule of values shall reasonably apportion the total cost of the Work to correlate with the degree of completion as the project progresses.

The ESVBA shall pay the invoices within sixty (60) days from receipt date of a correct invoice or acceptance of the Services (whichever occurs second). If the ESVBA disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute. If bidder's invoice contains terms more favorable to the ESVBA, the ESVBA may elect to pay on those terms.

### 3. DEFAULT

In the case of default or breach by the Consultant or the failure of the Consultant to deliver the services in conformance with the specifications in the contract the ESVBA shall give written notice to the Consultant specifying the manner in which the contract has been breached. If the ESVBA gives such notice of breach and the Consultant has not corrected the breach within fifteen (15) days of receipt of the written notice, the ESVBA shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Consultant responsible for any and all excess cost occasioned thereby, including reasonable professional fees incurred by ESVBA, including but not limited such architect, engineer, attorney or other consultant fees.

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the ESVBA, after due written notice, may procure them from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the ESVBA may have.

### 4. APPLICABLE LAWS AND COURTS

Any ESVBA contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its principles of conflicts of laws and any litigation with respect thereto shall be brought in a court of appropriate jurisdiction between the Circuit Court of Accomack County, Virginia, or the United States District Court for the Eastern District of Virginia. The Consultant shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and

regulations of the ESVBA and such other standards, codes and regulations having application to the goods or services provided. Any provision of law, or clause required by law to be inserted in this contract shall be deemed inserted herein and shall be interpreted and enforced as if such required provision were included herein in full.

**5. AWARD**

The contract shall be awarded to the lowest responsible and responsive bidder(s). Unless canceled or rejected, a responsive bid from the selected bidder(s) shall be accepted as submitted, except that if the bid from the lowest responsible bidder(s) exceeds available funds, and if, time or economic considerations preclude re-solicitation of work of reduced scope, the ESVBA Executive Director, or his/her designee, may negotiate with the apparent low bidder(s) to obtain a contract price within available funds. If both conditions set forth in the preceding sentence are not met, the ESVBA shall not have the power to so negotiate.

**6. ANTI-TRUST**

By entering into a contract the bidder conveys, sells, assigns and transfers to the ESVBA all rights, title and interest in and to all causes of the 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 or on behalf of the ESVBA under the contract.

**7. ETHICS IN PUBLIC CONTRACTING - §2.2-4367**

By submitting their proposals, Suppliers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, 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.

**8. DEBARMENT STATUS / EEO REQUIREMENTS**

The ESVBA shall not make an award to Consultants or approving an award to subcontractor for any contract/subcontract in excess of \$10,000 who are debarred by any agency of the United States or by an agency of the Commonwealth of Virginia.

**9. ANTI-DISCRIMINATION**

By submitting their bid, bidders certifies 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 Sec. 2.2-4311 of the Virginia Public Procurement Act (VPPA).

**10. INSURANCE**

Bidder shall secure and maintain at its expense:

- a. Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, independent Consultant, for a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage with a minimum policy aggregate of \$2,000,000; and

- b. Comprehensive Automobile Liability insurance (including Owned, Hired and Non-owned vehicles) for a minimum combined single limit of \$1,000,000 per occurrence; and
- c. “Umbrella” coverage providing liability insurance in excess of the coverage required by these Paragraphs (a) & (b), with a limit of not less than \$5,000,000. The insurer must be licensed to do business in the state in which the work is performed and must have Bests Rating “AX” or better; and
- d. Worker’s compensation, disability benefit and other similar employee benefits coverage in compliance with statutory requirements; and
- e. Employer’s Liability insurance of at least \$1,000,000 per occurrence /accident/disease; and
- f. Public Liability of at least \$1,000,000 per occurrence; and

Bidder shall deliver a certificate of insurance on which the ESVBA is included as additional insured. Furthermore, the ESVBA must receive at least thirty (30) days’ notice of cancellation or modification of the above insurance. Certificates of insurance must be provided prior to any work being performed and must be kept in force while Services are being provided to the ESVBA. It is also agreed that bidder’s policy is primary coverage for any and all losses covered by said policies and bidder’s insurance shall have no right of recovery or subrogation against the ESVBA.

Bidder is responsible for determining whether the above minimum insurance coverage is adequate to protect its interests. The above minimum coverage does not constitute limitations upon bidder’s liability.

**11. TERMINATION**

The ESVBA may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Consultant. The Consultant shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Consultant’s work under this contract.

**12. SUSPENSION OF THE WORK**

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other cause beyond the control of the Owner, the Consultant shall not be entitled to make or assert a claim for damage by reason of such delay; but time for completion of the work will be extended to such reasonable time as the ESVBA may determine will compensate for time lost by virtue of such delay, and will set for the determination in writing.

**13. HOLD HARMLESS**

The Consultant agrees to indemnify, defend and hold harmless the ESVBA and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from the Consultant's performance of this Agreement, or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Consultant, provided that such liability is not attributable to the sole negligence on the part of the ESVBA or to failure of the ESVBA to use the materials, goods, or equipment in the manner outlined by the Consultant and descriptive literature or specifications submitted with the Consultant’s bid.

**14. CHANGES TO THE WORK**



ESVBA may, in writing, direct Consultant to undertake a change in the Work, including but not limited to deletions, additions or modifications to the Project. Such writing shall detail the change in Contract Price, if any, or in Consultant's time to reach completion of the Project, and Consultant shall undertake the work as directed. In the event Consultant disagrees with the ESVBA's determination as to adjustment in price or time for completion, Consultant shall proceed with the Work and may make a claim in accordance with Paragraph 15 (Contractual Claims Procedure). The contract price may be changed only by a change order. The value of any work covered by a change order or any claim for increase or decrease in the contract price shall be determined by either 1) unit prices previously approved, or if no such unit prices are agreed to, then 2) an agreed lump sum.

## 15. CONTRACTUAL CLAIMS PROCEDURE

- A. Contractual claims by Consultant, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment. Any written notice of Consultant's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Consultant files such written notice, Consultant shall proceed with the work as directed.
- B. The Board of the ESVBA, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within ninety (90) days of final payment. Each such decision rendered shall be forwarded to the Consultant by written notice. In the event such claim is not acted upon within said ninety (90) day period shall be deemed denied and Consultant may proceed in accordance with paragraphs C and D.
- C. If the Consultant disagrees with the decision of the Board of the ESVBA concerning any pending claim, the Consultant shall promptly notify the ESVBA by written notice that the Consultant is proceeding with the work under protest. Any claim not resolved, whether by failure of the Consultant to accept the decision of the Board of the ESVBA or under a written notice of Consultant's intention to file a claim or a detailed claim not acted upon by the governing body of the ESVBA, shall be specifically exempt by the Consultant from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the Board of the ESVBA shall be final and conclusive unless the Consultant appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Consultant concerning any such contractual claim prior to rendering of a decision by the governing body of the ESVBA, unless no decision has been rendered within ninety (90) days of final payment or submission of the claim, in which case Consultant's claim shall be deemed denied.

## ATTACHMENTS

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## ATTACHMENT 'A' - SPECIFICATIONS

### SUMMARY OF WORK

#### 1. GENERAL

##### 1.1. **Statement of Work**

The Consultant shall be responsible for working collaboratively with the ESVBA to broaden community awareness, to develop a comprehensive program to include consistent branding messages and strategies for advertising the Eastern Shore of Virginia Broadband Authority that are designed to increase public awareness of the ESVBA's mission, accomplishments and future plans. The program may contain both short and long term components and should address branding for the ESVBA through the use of lobbying and public relations activities.

##### 1.2. **Scope of Work**

- 1.2.1. The Consultant shall be responsible for the development of all aspects of the advertising, marketing and public relation services needed by the ESVBA.
- 1.2.2. The Consultant must negotiate any advertising rates and media buy on behalf of the ESVBA
- 1.2.3. The Consultant must identify appropriate communications channels, using traditional and nontraditional media as well as social media, on-line channels and mobile channels for marketing strategies and tactics.
- 1.2.4. The Consultant must provide advice and assistance to for public relations in the social media and website design content management and maintenance.
- 1.2.5. The Consultant must develop a cost-effective and innovative marketing and communications tactics and campaigns to reach specific target audiences and to meet specific program objectives.
- 1.2.6. The Consultant must provide creative input and design consultation and assistance for public relations in connection with the production and media buying of advertising for on-line, radio, print, outdoor and other media.
- 1.2.7. The Consultant must assist staff in developing performance measures for evaluating the ESVBA's marketing and communication efforts.
- 1.2.8. The Consultant must state objectives, separately for each activity which, when combines with their performance indicator(s) are measurable and realistic and connect each objective to the problems or weakness of the public relations of the ESVBA.
- 1.2.9. The Consultant must assist staff in formulating story ideas, media relations tactics and strategies for story pitching to media contacts.
- 1.2.10. The Consultant shall perform such other comparable or related services as the ESVBA may require.
- 1.2.11. The Consultant must create annual and long range marketing/action plans to reach targeted markets.
- 1.2.12. The Consultant shall provide state legislative and public relations services, including but not limited to the following:
- 1.2.13. Work with the key members and staffs of the Virginia General Assembly and the Governor's Administration in support of legislative and public policy priorities of the ESVBA.

- 1.2.14. Collaborate with the ESVBA for strategic planning and execution of legislative agendas and regularly inform the ESVBA principal liaisons of meetings and actions relevant to the ESVBA.
- 1.2.15. Attend state legislative meetings where discussion may impact the ESVBA; comment as needed and provide written updates of content of meetings along with any distributed materials.
- 1.2.16. Liaison between the ESVBA and public and private leaders and officials when necessary, including arranging meetings, scheduling appointments, sending invitations, and writing correspondence.
- 1.2.17. Assist in the development of positive relationships between the ESVBA, state/local elected and appointed officials, their staff, business/community leaders, and others who impact public policy, opinion, and support for the ESVBA to achieve priority public policy objectives.
- 1.2.18. Provide direct support for coalition building, education, and advocacy while working with the ESVBA staff and external stakeholders to generate and mobilize broad support to influence strategic public policy and public relations objectives which are specifically related to improving broadband services throughout Virginia. These activities may include, but are not limited to, the following:
  - i. Developing communications and supporting materials for raising awareness of policy issues among target audiences;
  - ii. Coordinating and executing action events that bring stakeholders together; and
  - iii. Creating and executing sub-campaigns that directly support overall public policy objectives and demonstrate to stakeholders the value of broadband services supported by strategic public policy frameworks.
- 1.2.19. In consultation and collaboration with the ESVBA principal staff, present legislative items and updates on legislative and public policy matters as they relate to the ESVBA when necessary.
- 1.2.20. Perform research on legislative and public policy matters, prepare talking points, prepare position papers, and issue briefs when necessary.
- 1.2.21. Provide consultation and representation as needed.

### 1.3. Additional Terms

This Request for Proposal (RFP) sets forth the terms and conditions that will govern any contract to be awarded concerning the installation work described herein.

- 1.3.1. This is an “as-ordered” agreement, which means that it covers Services as they are ordered by ESVBA.
- 1.3.2. ESVBA reserves the right to separately award contracts for various parts of the RFP, and the successful bidder may be required to grant access to and coordinate with other such Consultants performing work at the site.
- 1.3.3. Any estimates provided by ESVBA regarding the quantity, time frames or any other information regarding the RFP are not firm or binding unless otherwise specifically stated in this RFP.
- 1.3.4. The bidder must be able to deploy and begin Services within fifteen (15) business days of notification by the ESVBA.
- 1.3.5. This is not an exclusive dealings arrangement.

- 1.3.6. ESVBA reserves the right at any time to terminate any contract resulting from this procurement for any reason, including convenience, and reserves the right to re-issue a procurement for similar services at any time.
- 1.3.7. The selected bidder(s) will be the lowest bidder who demonstrates the required responsiveness and responsibility chosen based upon the completeness and accuracy of the bid, and the bidder's financial stability, availability, and industry reputation.

## ATTACHMENT 'B' - BID FORM

### I. FEE SCHEDULE

The following fees shall be utilized for the services rendered by the Consultant and also to modify the project scope by adding and/or deleting from the scope of work. These unit prices shall include all supervision, labor, equipment, tools, overhead and profit, margin, and other costs necessary to complete the work.

Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Work Order.

By submitting this bid, the Bidder certifies that it has read and understands the bid documents, general bid instructions, conditions and scope of work, in strict accordance with the specifications, including all addenda hereto, has familiarized itself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work; and certifies that it has received Addenda

No(s)	<input type="text"/>	, dated	<input type="text"/>
No(s)	<input type="text"/>	, dated	<input type="text"/>
No(s)	<input type="text"/>	, dated	<input type="text"/>
No(s)	<input type="text"/>	, dated	<input type="text"/>

### FEE SCHEDULE

Position Title	Description	Unit	Unit Price
<input type="text"/>	<input type="text"/>	/hour	<input type="text"/>
<input type="text"/>	<input type="text"/>	/hour	<input type="text"/>
<input type="text"/>	<input type="text"/>	/hour	<input type="text"/>
<input type="text"/>	<input type="text"/>	/hour	<input type="text"/>
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<input type="text"/>	<input type="text"/>	/hour	<input type="text"/>
<input type="text"/>	<input type="text"/>	/hour	<input type="text"/>

Communications concerning this Bid shall be addressed to:

Name:

Firm:

Address:

Telephone/Fax No.:

Email Address:

SUBMITTED ON: ,

**Please Check One:**  **A Corporation**     **An Individual**     **A Partnership**

Signature:

Individual's Name:

Title:

Name of Firm:

(NOTE: Give exact legal name to be used on the contract, if awarded.)

Business Address:

Corporate Seal *(if applicable)*

Attest (Secretary):

Business Address:

## ATTACHMENT 'C'- PROPOSERS ACKNOWLEDGMENT

The Proposer shall sign and date the section below to attest that the proposer has read, understands, and agrees to all terms, conditions, and specifications set forth in this Request for Proposal, unless otherwise stated in writing and submitted with the proposal.

Signature

Name of Official

Title

Firm or Corporation

Date



# ATTACHMENT 'D' - BIDDER QUESTIONNAIRE

## GENERAL INFORMATION

**1. Bidder Information:**

Provide the following information regarding the Bidder.

**Bidder Name:**

(NOTE: Give exact legal name to be used on the contract, if awarded.)

**Principal Address:**

**City: State: Zip Code:**

**Telephone No.**

**Fax No:**

**Federal Employer Identification Number:**

**Payment Remit to Address: (If Different)**

**City: State: Zip Code:**

**Telephone No.**

**Fax No:**

**Business Structure:**

Check the statement that indicates the business structure of the Bidder.

**Individual or Sole Proprietorship**

If checked, list Assumed Name, if any:

**Partnership**

**Corporation**

If checked, check one: For-Profit  Nonprofit

**Printed Name and Title of Contract Signatory:**

**2. Contact Information:**

List the one person who the ESVBA may contact concerning your proposal or setting dates for meetings.

**Name:**

**City: State: Zip Code:**

**Telephone No.**

**Fax No:**

**E-mail:**

3. **Is Bidder authorized and/or licensed to do business in Virginia?**

Yes ; No  If "Yes", list authorizations/licenses.

4. **Bidder corporate headquarters address: (If different)**

City: State: Zip Code:

Telephone No.  Fax No:

5. **Local Operation:**

Does the Bidder have an office located in Virginia?

Yes ; No  If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Virginia office?

Years:  Months:

b. State the number of full-time employees at the Virginia office:

6. **Is in good standing and is qualified to conduct business in Virginia.**

Yes ; No  If "Yes", please attach any business licenses, professional certifications or other credentials.

7. **Has the bidder worked on similar projects within the past three (3) years?**

Yes ; No  If "Yes", please attach a description of similar projects including description, size, etc.

8. **Please attach the qualifications, background and experience of the key personnel proposed to work on the project.**

9. **Please attach references with contact information from organizations that have used the bidder's services for similar projects within the last three (3) years. References must also be provided or any subConsultant proposed for the project for works of \$10,000 or more.**

10. **Please attach a list of the major equipment the company owns or leases.**

11. **Operations:**

a. How long has the Bidder conducted business? Years:  Months:

b. State the number of full-time employees:

**Failure To Complete Job:**

Has the bidder or any of its principals failed to complete a job? Yes ; No

If yes, state where and why.

**Surety Information:**

Has the Bidder ever had a bond or surety canceled or forfeited? Yes ; No

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

[Empty text box]

12. **Bank Reference:**

**Bank Name:** [Empty text box]

**Contact Name:** [Empty text box]

**Contact Title:** [Empty text box]

**Contact Telephone:** [Empty text box]

13. **Other Names:**

Provide any other names under which Bidder has operated within the last 10 years.

[Empty text box]

Dated this [ ] day of [ ], 2014.

Signed: \_\_\_\_\_

Name: [Empty text box]

Title: [Empty text box]

Attest: [Empty text box]

Notary

**ATTACHMENT ‘E’- ANTI-COLLUSION**

Proposer certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The Proposer further states an understanding that collusive practices are a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, criminal penalties, and civil damage awards. The Proposer agrees to abide by all conditions of this procurement and the person signing this document certifies they are authorized to sign this proposal on behalf of the Proposer

Signature

Name of Official

Title

Firm or Corporation

Date

**ATTACHMENT 'F' – Omitted**

**ATTACHMENT 'G' – Omitted**

## ATTACHMENT 'H' - Bidder Compliance Statement

### CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The Consultant assures the ESVBA that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and

Submitting the bid or proposal in full compliance with the Virginia State and Local Government Conflict of Interests Act.

Signature: \_\_\_\_\_  
Type Name:  Title:   
Address, including zip code:   
IRS # (or owner's social security #):

# ATTACHMENT 'I' - Certification of Bidder Regarding Debarment

## by Agency of the Commonwealth of Virginia

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of The Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of The Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Date

**ATTACHMENT ‘J’ – Omitted**

**ATTACHMENT ‘K’ - Omitted**

**ATTACHMENT ‘L’ - Omitted**



# ATTACHMENT ‘M’ - FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between ESVBA (“Owner”) and \_\_\_\_\_ (“Consultant”). Owner and Consultant hereby agree as follows:

## ARTICLE 1 – WORK

1.01 Consultant shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Assist to broaden the ESVBA’s community awareness, to develop a comprehensive program to include consistent branding messages and strategies for advertising the Eastern Shore of Virginia Broadband Authority that are designed to increase public awareness of the ESVBA’s mission, accomplishments and future plans. The program may contain both short and long term components and should address branding for the ESVBA through the use of lobbying and public relations activities.

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

RFP No.

## ARTICLE 3 – OMITTED

## ARTICLE 4 – CONTRACT TIMES

### 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Consultant for completion of the Work Order in accordance with the Contract Documents an amount in current funds of the total lump sum price, which the Owner has previously agreed to.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

A. Consultant shall submit Applications for Payment as provided herein and in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

## ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in the General Conditions shall bear interest at the rate of 4 percent per annum.

**ARTICLE 8 – CONSULTANT’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement, Consultant makes the following representations:

- A. Consultant has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Consultant has visited the ESVBA website and has become familiar with and is satisfied as to the general nature of its core business and organization.
- C. Consultant is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 5, inclusive).
  - 2. Bid Form (Attachment B)
  - 3. Proposer’s Acknowledgment (Attachment C)
  - 4. Bidder Questionnaire (Attachment D)
  - 5. Anti-Collusion (Attachment E)
  - 6. Bidder Compliance Statement (Attachment H)
  - 7. Certification of Bidder Regarding Debarment (Attachment I)
  - 8. Specifications as set forth and included with the Invitation to Bid.
  - 9. General Terms and Conditions included with the Invitation to Bid.
  - 10. All other Attachments as included with the Invitation to Bid.
  - 11. Addenda(s)
  - 12. Consultant’s acknowledgment of understanding of the RFP Documents.
  - 13. Documentation submitted by Consultant prior to Notice of Award.
  - 14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

Terms used in this Agreement will have the meanings stated in the General Conditions and Specifications.

10.02 *Assignment of Contract*

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

Owner and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Consultant’s Certifications**

Consultant certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05: “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution; “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**10.06 Insurance Requirements**

Bidder shall provide Owner a Certificate of Insurance of and maintain for the duration of the project the following insurance coverage:

COVERAGE	LIMITS
(a) Comprehensive General Liability including, but not limited to: Products Liability and Completed Operations, Premises Operations, deleting, where applicable, exclusions for underground, explosion and collapse. CGL shall include coverage for Contractual Liability, Broad Form Property Damage and Independent Consultants.	*\$1,000,000 Per Occurrence Combined Single Limit of Liability for Bodily Injury or Property Damage, with a minimum policy aggregate of \$2,000,000
(b) Comprehensive Automobile Liability (including Owned, Hired and Non- owned Vehicles)	*\$1,000,000 Per Occurrence Combined Single Limit of Liability for Bodily Injury or Property Damage
(c) Workers Compensation, Disability Benefit and other similar Employee Benefits Coverage in state(s) of operation	Statutory requirements.
(d) Employers' Liability	1,000,000 Each Accident / Occurrence / Disease.
(e) Public Liability	1,000,000 Per Occurrence

\* “Umbrella” coverage providing liability insurance in excess of the coverage required by these Paragraphs (a) & (b), with a limit of not less than \$5,000,000. Insurance companies admitted in Virginia, and having a current Best’s rating of A- or better shall underwrite all coverage for this project.

**Consultant shall provide a certificate of insurance stating the following:**

Eastern Shore of Virginia Broadband Authority, their respective members, commissioners, officers, employees, and agents, are named as Additional Insured on General, Automobile and Excess Liability policies. Consultant’s insurance is understood to be primary with respect to the interests of the Additional Insured, and any other insurance maintained by these Additional Insured is excess and not contributory with Consultant’s insurance.

It is also agreed that the Consultant’s insurance shall have no right of recovery or subrogation against Eastern Shore of Virginia Broadband Authority and that waiver of subrogation is in favor of Additional Insured’s on all policies.

The Commercial General Liability policy shall be endorsed to have the General Aggregate for a “Per Project Basis” for the Eastern Shore of Virginia Broadband Authority.

Before beginning work, bidder shall provide Eastern Shore of Virginia Broadband Authority with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

**IN WITNESS WHEREOF**, Owner and Consultant have signed this Agreement. Counterparts have been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or have been identified by Owner and Consultant or on their behalf.

This Agreement will be effective on  (which is the Effective Date of the Agreement).

**ESVBA:** \_\_\_\_\_

**CONSULTANT:** \_\_\_\_\_

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

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

Name:

Name:

Title:

Title:

(If Consultant is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:

Title:

Title:

Address for giving notices:


Address for giving notices:


**ATTACHMENT 'N' - Omitted**

**ATTACHMENT 'O' - Omitted**

# ATTACHMENT 'P' - Notice of Award

Date:

Project:	
Owner: Eastern Shore of Virginia Broadband Authority	Owner's Contract No.:
Contract:	
Bidder:	
Bidder's Address:	

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the construction of the foundation for a 100' tapered steel pole, manufactured by Rohn Products LLC., placement and erection of the telecommunications tower, site grading and site compound surfacing, grounding system, fence system, as well as the installation of necessary telco and power supplies in accordance with plan drawings. Also included are site cleanup and site close out per specifications. The tower and communications cabinet shall be supplied by the ESVBA.

Six (6) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner six (6) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Performance and Payment Bonds as specified in the Instructions to Bidders (Article 4).
3. Deliver with the executed Contract Documents the insurance in compliance with the requirements as specified in the General Terms and Conditions (Article 11) of the RFP.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_

Owner

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

Title

# ATTACHMENT 'Q' - Notice to Proceed

Date:

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Consultant:	
Consultant's Address: <i>[send Certified Mail, Return Receipt Requested]</i>	

You are notified that the Contract Times under the above Contract will commence to run on . On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is  and the date of readiness for final payment is  [(or) the number of days to achieve Substantial Completion is , and the number of days to achieve readiness for final payment is .

Before you may start any Work at the Site, Consultant must each deliver to the Owner certificates of insurance which Consultant is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

*[add other requirements]*

Owner

Authorized Signature

Title

Date