



# COUNTY OF ROANOKE

## FINANCE DEPARTMENT

### PURCHASING DIVISION

Dawn M. Rago  
Buyer

P.O. Box 29800  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018  
Phone: (540) 283-8150  
[drago@roanokecountyva.gov](mailto:drago@roanokecountyva.gov)

### REQUEST FOR PROPOSALS

**#2018-046**

for

Qualified Advertising Agent or Agency

*Sealed Proposals Due:*

January 18, 2018

2:00 PM

(Local Prevailing Time)

One (1) unbound original

3 bound complete copies

One (1) electronic copy (USB preferred)

## **RFP #2018-046 Qualified Advertising Agent or Agency**

### **GENERAL INFORMATION**

The County of Roanoke, department of Parks, Recreation and Tourism seeks through this Solicitation to locate a qualified advertising agent or agency to solicit advertising on behalf of the department to appear alongside recreation program content in both print publications and digital marketing displays.

There will be a **NON-Mandatory** Pre-Bid meeting to be held 1206 Kessler Mill Road, Salem, VA 24153 on Tuesday, January 9<sup>th</sup> 2018 at 9:00 AM

The County of Roanoke would request One (1) unbound original, Three (3) bound complete copies and one (1) electronic copy (USB preferred) of the proposals, in a sealed envelope/package, shall be received at and until **January 18, 2018, at 2:00 PM (local prevailing time)**, at the offices of Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2018-046 Qualified Advertising Agent or Agency**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

### **RFP QUESTIONS:**

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Dawn M. Rago, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018

Phone: (540) 283-8150  
drago@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

## **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

### **A) Purpose and Description of Services**

Roanoke County has been accepting advertising in its print publications since 2008, and since that time has primarily used internal resources to solicit advertising, with sales ranging from \$2,000 to \$6,000 per issue. Roanoke County has also been accepting advertising on its digital marketing displays through a 3<sup>rd</sup> party vendor since 2013, with annual sales averaging \$2,000 per year.

The County of Roanoke expects the proposer to have contact databases, knowledge of industry standards and advertising operating procedures, expertise in marketing, the ability to create advertising solicitation packages (rate sheets, etc), and the ability to cultivate advertising relationships. The County of Roanoke expects the proposer to respect deadlines and be responsive to department of Parks, Recreation and Tourism inquiries regarding sales, status of artwork, and collection of funds.

In addition, the proposer will arrange for all advertising artwork to be provided to specification, maintain client relationships with advertisers, track the advertising dollars by publication, and then release those funds to a representative within the department. The County of Roanoke retains rights of refusal of advertising that conflicts with the mission of the department of Parks, Recreation and Tourism and policies, as well as all advertising falling into the prohibited categories (alcohol, tobacco, and designated firearms). The County of Roanoke will maintain control of its publications through the editorial, design and layout phases. The department of Parks, Recreation and Tourism will arrange for the printing of each publication, and the proposer will release advertising dollars to the department on a quarterly basis.

### **Activities and Work Requirements**

This RFP is for a revenue generating Agreement. No Roanoke County funds will be expended in the generation or pursuit of advertisements. The proposer will contact and invite various manufacturers, dealers, and vendors about placing an advertisement in Parks, Recreation and Tourism publications. Each publication contains a listing of family recreation programs in each of the following categories; aquatics, outdoor recreation, wellness, athletics, life skills, cultural arts and travel. The proposer may be responsible for creating the rate sheets for each of these publications as well as any media kits necessary for sales. The marketing manager for Roanoke County's department of Parks, Recreation and Tourism will supply examples of the publications as necessary, and work with the proposer to establish ad prices. Publication sizes and page numbers are set by the marketing manager for the department of Parks, Recreation and Tourism, but the proposer will be included in discussions of publication length and layout. Publications include:

- Explore Recreation Magazine – Quarterly, press run of 60,000 and direct mailed to 55,000 Roanoke area households.
- Summer Camp Program Guide – Distributed in February and May each year to elementary school students in Roanoke County, press run of 12,000
- Digital Marketing Displays – Proposer may sell advertising on video message displays at throughout the department's recreation facilities. This consists of 4 displays at Green Ridge Recreation Center (estimated 285,000 visitors per year) and 1 display at Brambleton Center (estimated 20,000 visitors per year). This advertising consists of 720x480 pixel graphic content lasting for 10 seconds in file formats SWF, JPG or PNG.
- Other publications in development may be included in the advertising program as well as sponsorship opportunities upon mutual agreement between Roanoke County Parks and proposer.
- The proposer will be expected to keep an accounting of advertising revenues generated by each Publication issue, including the ad sale price, discounts given (if any), the commission paid, and the amount Roanoke County Parks receives. This record will be provided with the quarterly report and made available upon the request of the marketing manager. Roanoke County Parks will provide bindery proofs to the proposer for billing purposes, but expects payment within thirty (30) days of printing of the publication. Checks should be sent by the fastest, most reasonable method available to meet the timeframe indicated and in a manner that is trackable. Checks should be written to **Roanoke County Department of Parks, Recreation and Tourism** at 1206 Kessler Mill Road, Salem, VA 24153.
- Roanoke County Parks expects the proposer to respond to inquiry within one (1) business day unless otherwise arranged. The proposer must also demonstrate the ability to be available immediately to resolve any communication problems with advertisers.
- The proposer may be asked to provide monthly call/lead reports to verify activity; and quarterly activity reports to document ad placement acceptance and denial. This information may be provided via e-mail, fax or regular mail to the Roanoke County Parks contact.
- The proposer will be responsible for securing insertion orders. All insertion orders should state the name of the buyer, the size of the ad, the full amount paid for the ad, any discounts given, the date artwork is due, and the signature of the buyer (required for large display ads). Copies of insertion orders for all ads will be provided to Roanoke County Parks either at the end of the project sales period or with the quarterly report, whichever comes first.
- The quarterly report will list successful contacts, sales made, revenue generated, agency discounts given, ad status, etc. A spread sheet with this information logged is acceptable. This report serves as a summary of the quarter's activities, revenue generation and a summary of any special or significant developments.
- A schedule of publication dates and deadlines for the regulations is provided annually. The proposer is expected to meet all artwork submission deadlines, specifically those related to the submission of final artwork to Roanoke County Parks.

- Roanoke County Parks will maintain control over the printing process and procurement, and has the express right of refusal of any advertisement that violates County of Roanoke policy or in any way suggests an activity that conflicts with the mission of the department of Parks, Recreation and Tourism.
- The proposer must disclose to Roanoke County Parks Manager, prior to close of publication of deep discounts that may need to be made to fill advertising space. Discounts lowering the sales price to less than 50 percent (50%) of the listed price will require adjustment of proposer's commission rate on that ad alone.
- The proposer will be responsible for assembling the artwork in final form and submitting it to Roanoke County Parks. Preferred format is high-resolution, press preset PDF.
- The proposer will consult with Roanoke County Parks on the design of various publications to maximize advertising sales.
- Roanoke County Parks reserves the ad solicitation of all broadcast media due to existing partnerships with television stations.
- Proposer is expected to begin sales immediately upon receipt of signed Agreement.

**A) Minimum Qualifications for Proposers Company Dossier**

- The proposer will list the following as part of their response.
  - Years of experience in selling advertising, minimum of three (3) required;
  - Experience working with family or recreation oriented clients/advertisers/product manufacturers
  - Experience selling for one (1) time and serial publications (list publications worked for/handled);
  - Experience working with not-for-profit or state agencies of all types, but especially any family or recreation related organizations
- a. Project Personnel - The proposer shall list all personnel, their positions on the team, and the specific job function they will be handling. Include:
- A contact protocol demonstrating who will be primary contact, alternate, how ad inquiries made to Roanoke County Parks should be routed, expected timeframes

for responses to Roanoke County Parks. Specifically state how availability will be handled for vacations, pre-press/production schedules, and regular business inquiries.

- A resume that includes experience in years for each of following: sales staff, manager, graphics staff, and office/reception/booking staff.
- Include a description of accounting procedures/practices/approach – specifically how funds are brought in, tracked monitored, distributed, accounted for etc.

b. Facilities and Resources - These should be tangible assets. The proposer shall list all of it's:

- Office locations and phone numbers for those offices;
- Advertising sales assets (equipment, software, partnerships, association memberships, networking experience, databases, etc.);
- Any and all resources that the proposer determines would enhance the company's ability to sell advertising space in Roanoke County Parks publications.

### **Work Tools and References**

- Examples of work tools and references.
- A client list (other organizations the company represents or has represented in the past – indicate the status), other businesses/experience related to publishing, design, production and/or sales;
- A sample of database contacts both general categories and specific vendors;
- References from previous clients regarding performance in the form of a quote or letter from each, and the name and contact information for each.
- Examples of rates sheets

### **Declaration of Competing Interests**

- The proposer must disclose possible competing interests for either time or similar advertisers.

Proposer will include:

- Competing clients (company name and description of targeted market)
- How the needs of each client will be balanced – in this discussion note if there are other business interests that will require the attention of some or all of the staff listed in the proposal
- How many clients the company handles;
- And in terms of those clients, what size of client the Roanoke County Parks is considered (smaller compared to others proposer handles, medium, largest, etc).

### **Accounting Practices**

- The proposer will describe accounting practices and how the funds will be monitored, tracked and held; and how records of transactions will be reported.
- The proposer will include in this narrative the experience the company has in these types of arrangements.
- Proposer will describe how invoicing will occur, terms of payment, etc
- Roanoke County Parks would prefer that the proposer handle all contact with the client, including invoicing the client, with checks being returned to Roanoke County Parks at the aforementioned address.
- The proposer will invoice the County of Roanoke for services rendered at the agreed upon commission rate structure the ad sales deadline of each issue, and will receive payment within thirty (30) days of receipt of this invoice.

### **C. Rates and Commission Structure**

#### **Recreation Magazine current rate sheet**

The prices listed below are the current rates set by Roanoke County Parks for advertising sales. These rates are subject to change based on the advice of the proposer, taking into account current market rates and customer demand.

<b>Ad Type</b>	<b>Base Rate</b>	<b>2 issue rate</b>	<b>3 issue rate</b>	<b>4 issue rate</b>
1/8 page	\$325	\$275	\$225	\$175
¼ page	\$650	\$550	\$450	\$350
½ page	\$1300	\$1100	\$1000	\$800
Full page	\$1600	\$1500	\$1300	\$1300
Inside Cover	\$1800	\$1700	\$1600	\$1500
Back Cover	\$2200	\$2100	\$2000	\$1800

#### **Recreation Magazine possible per-issue commission structure**

The commission structure listed below is a suggestion of the possible agreement between the proposer and Roanoke County Parks. The proposer should clearly state variations between this suggested structure and final proposed structure, along with explanations for these variations.

<b>\$\$ Sold Per Issue</b>	<b>Commission Percentage For Proposer</b>
0 – 5000	<b>10%</b>
5001-10,000	<b>15%</b>
10,001-15,000	<b>20%</b>
15,001-20,000	<b>25%</b>
20,000-25,000	<b>30%</b>
25,000+	<b>35%</b>

### **EVALUATION CRITERIA**

*Several factors, in addition to costs, will be taken into account when evaluating proposals.*

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- A. Overall quality/strength of proposal submitted-20%
- B. Capability and experience on the project stall including experience with similar work and as evidenced by submission of resumes of personnel to be assigned to this work; sales experience-20%
- C. Percentage of sales received by Roanoke County/Projected Revenue-30%
- D. Vendor internal Resources/ability to leverage existing clients-30%

### **BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

### **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body

seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

### **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)**

**READ CAREFULLY** - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

### **SUBMISSION AND RECEIPT OF PROPOSALS**

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on USB is preferred.

### **IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD**

All vendors interested in receiving these automatic electronic notifications will need to sign up in the new '**Notify Me**' and it is their responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. The address for this new website is [www.RoanokeCountyVA.gov/purchasing](http://www.RoanokeCountyVA.gov/purchasing).

Questions should be directed to:

Dawn M. Rago, Buyer  
5204 Bernard Drive SW, Suite 300F  
Roanoke, VA 24018  
Phone: (540) 283-8150  
[drago@roanokecountyva.gov](mailto:drago@roanokecountyva.gov)

### **ACCEPTANCE OR REJECTION OF PROPOSALS**

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the

County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

### **PROPOSAL GUARANTY**

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

### **SELECTION PROCESS/AWARD OF CONTRACT**

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

**3(a). Procurement of Professional Services.** *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of*

*price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

*At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.*

*Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.*

**3(b). Procurement of other than professional services.** *Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.*

*Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.*

## **INVOICES**

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

## **PERFORMANCE BOND**

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

## **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

### **ACCEPTANCE OF MATERIAL**

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

### **WARRANTY/RETURNS**

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

### **DELIVERY**

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

### **DEFAULT**

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

### **COPYRIGHT OR PATENT RIGHTS**

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

### **TAX EXEMPTION**

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

### **CERTIFICATION AND ABILITY**

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

### **COMPLIANCE WITH LAWS**

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

### **AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required

under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

### **RULING LAW**

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

### **NONDISCRIMINATION PROVISIONS**

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin 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. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

### **INSURANCE**

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**SPECIAL INSTRUCTIONS:**

**ANTITRUST**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now 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 Roanoke County under said contract.

**AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

### **ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

### **CONTRACT**

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

### **MODIFICATION OF CONTRACT**

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

### **CANCELLATION OF CONTRACT**

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

### **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

### **KICKBACKS**

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

### **DEBARMENT**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

## **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 violation 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

### **PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County 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 Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal 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 may result in rejection of the proposal.

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**RFP # 2018-046 Qualified Advertising Agent or Agency**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed 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 bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**RFP # 2018-046 Qualified Advertising Agent or Agency**

**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT  
CERTIFICATION OF CONTRACTOR**

Full Name of Contractor:\_\_\_\_\_

Description of Contract:\_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

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

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
TITLE

**SIGNATURE SHEET**  
**RFP # 2018-046 Qualified Advertising Agent or Agency**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

\_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN \_\_\_\_\_ VA BUSINESS LICENSE NO. \_\_\_\_\_

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 \_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**REFERENCE FORM**  
**RFP # 2018-046 Qualified Advertising Agent or Agency**

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

---

---

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_