



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia Procurement Division

Proposal Title: Airport Professional Air Service Development Services

This is the City of Lynchburg's Request for Proposals (RFP) No. 14-895, issued February 5, 2014. Direct inquiries for information should be directed to Lisa Moss: e-mail: lisa.moss@lynchburgva.gov; Phone: 434-455-4228; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by **2:00 P.M., February 25, 2014**. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **4:00 p.m., March 5, 2014**, however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: **BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:**

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: () _____

Fax: _____ () _____

Signature: _____

Typed or Printed Name, Title

Buyers Signature

I. SUBMISSION OF PROPOSALS

- A. An original, so marked, and two (2) copies, so marked, for a total of three (3) copies of the Proposal document are required. In addition, one (1) copy of the Proposal in an electronic format or CD in Microsoft Word format or PDF file must accompany the Proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this RFP shall be grounds for the City to reject such Proposals. Telegraphic or facsimile submission of Proposals will not be considered. Nothing herein is intended to exclude any responsible bank or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. The content of the RFP and the successful Offeror's Proposal will become an integral part of the Contract, but may be modified by provision of the Contract. Offerors must be amenable to inclusion in a Contract any information, exclusive of that which is determined to be proprietary, provided either in response to this RFP or subsequently discussed and agreed upon during the selection/negotiation process. The information received will be considered contractual in nature, and will be used in validation and evaluation of Proposals, and in subsequent actions related to Contract execution and performance of responsibilities.

The electronic format of the required text shall be Microsoft Office 2000 or higher or PDF file. **The hard copy proposal shall be bound and prepared on 8 ½ x 11" sheets (one sided only). The text shall contain no more than 30 pages of minimum 12- point type lettering for sections 1-6 described below. Text exceeding 30 pages for sections 1-6 will be discarded and neither considered nor read.**

Supplementary visual aids, films and other extraneous materials will not be accepted. Any reproductions of photos, drawings, and or diagrams included in the proposal copies shall be the same as the original. Once submitted, proposals cannot be altered without prior written consent of the Airport.

- B. **Submission of Proprietary Information:** Trade secrets or proprietary information submitted by an Offeror in connection with the submittal shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this Section prior to or upon submission of the data or the materials, and must identify the data or the materials to be protected and state the reason why protection is necessary (Section 2.2-4342 of the Code of Virginia). Offerors shall submit, in a separate section of the Proposal, any information that is considered proprietary and copyrighted material, and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare the entire Proposal proprietary nor may the Offeror declare proposed pricing as proprietary. References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal and not in the separate section labeled proprietary shall be considered public information.
- C. Proposals having any erasures or corrections must be initialed in ink by the Offeror.
- D. The City reserves the right to accept or reject any or all Proposals, to waive informalities, and to reissue any RFP and to award a Contract in the City's best interest. The City reserves the right to contract with firms not party to the resultant Contract if determined to be in the City's best interest.
- E. By submitting a Proposal response, the Offeror agrees that the Proposal response will not be withdrawn for a period of one hundred eighty (180) days following the due date for Proposal responses.
- F. By submitting a Proposal response, the Offeror certifies not to have conspired or agreed to intentionally alter or otherwise manipulate the Proposal response for the purpose of allocating

purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from conducting business with the City.

- G. By submitting a Proposal response, the Offeror certifies the Proposal is made without collusion or fraud and the Offeror has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with the Proposal; and, the Offeror has not conferred with 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.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a Proposal response. All Proposals submitted will become the property of the City.
- I. The City does not discriminate against faith-based organizations.
- J. COOPERATIVE PROCUREMENT: This procurement is being conducted by the City of Lynchburg in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- K. It is the policy of the City of Lynchburg to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.

II. PROPOSAL:

The City of Lynchburg is soliciting written PROPOSALS from qualified consulting firms (Consultants or Offerors) to perform professional air service development services, airline market analyses and various related services on an as-needed basis for consulting projects of various amounts typically ranging up to \$50,000 at Lynchburg Regional Airport (LYH). Maximum amounts authorized for such services over a four-year term contract will not exceed \$500,000 per task order and \$1.5 million cumulatively.

The intention of this process is to identify qualified consulting firms to provide a range of air service development activities including, but not limited to, services to recruit new airlines at LYH, expand existing service by the incumbent airline, support participation at various airline route planning conferences, coordinate and schedule individual meetings with airlines, and generally advocate with airline officials on the market potential of providing air service to the Lynchburg catchment area on an ongoing basis.

III. QUALIFICATION OF CONSULTANTS

All Offerors shall be fully qualified to furnish all necessary professional, technical and air service development expertise as may be required to successfully provide effective airline recruiting and retention services. This shall include access to all U.S. DOT Origin and Destination data – both domestic and international – as well as other data sources, both proprietary and non-proprietary, that are necessary to support LYH's air service development marketing efforts.

IV. BACKGROUND INFORMATION/PROJECTS DESCRIPTION

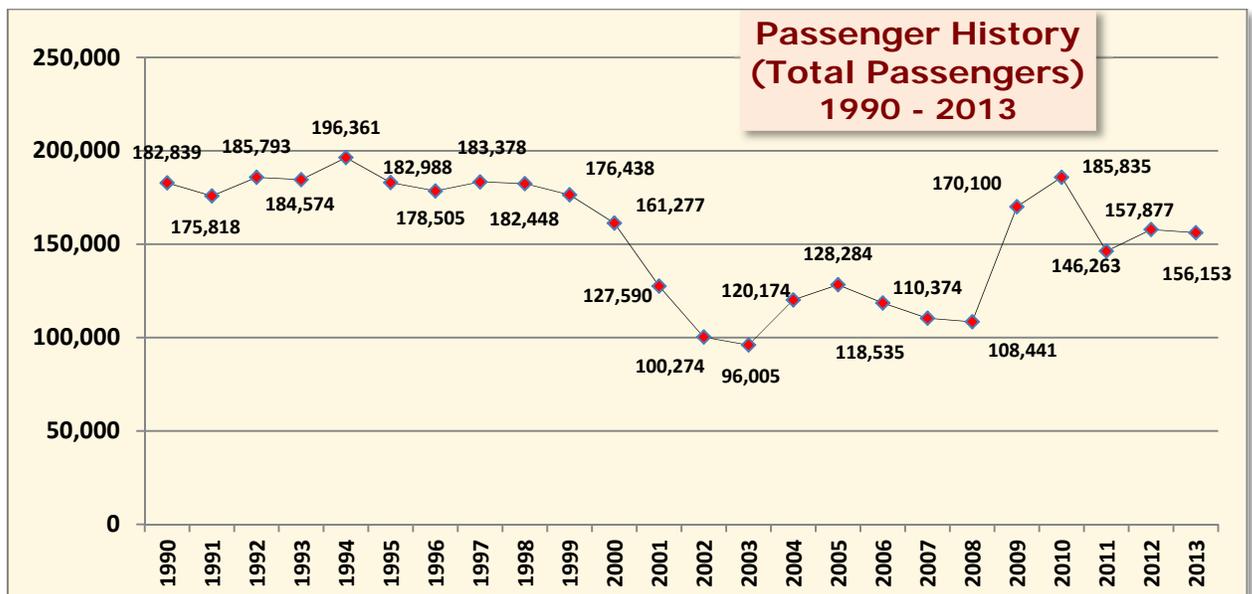
Lynchburg Regional Airport (LYH) is a primary, non-hub commercial service airport with a 251,000 population service area located in central Virginia and comprised of the City of Lynchburg and the four surrounding counties. The airport offers two runways, with a primary runway (4-22) of 7,100 feet in length and a secondary runway of 3,387 feet. The secondary runway only serves general aviation aircraft.

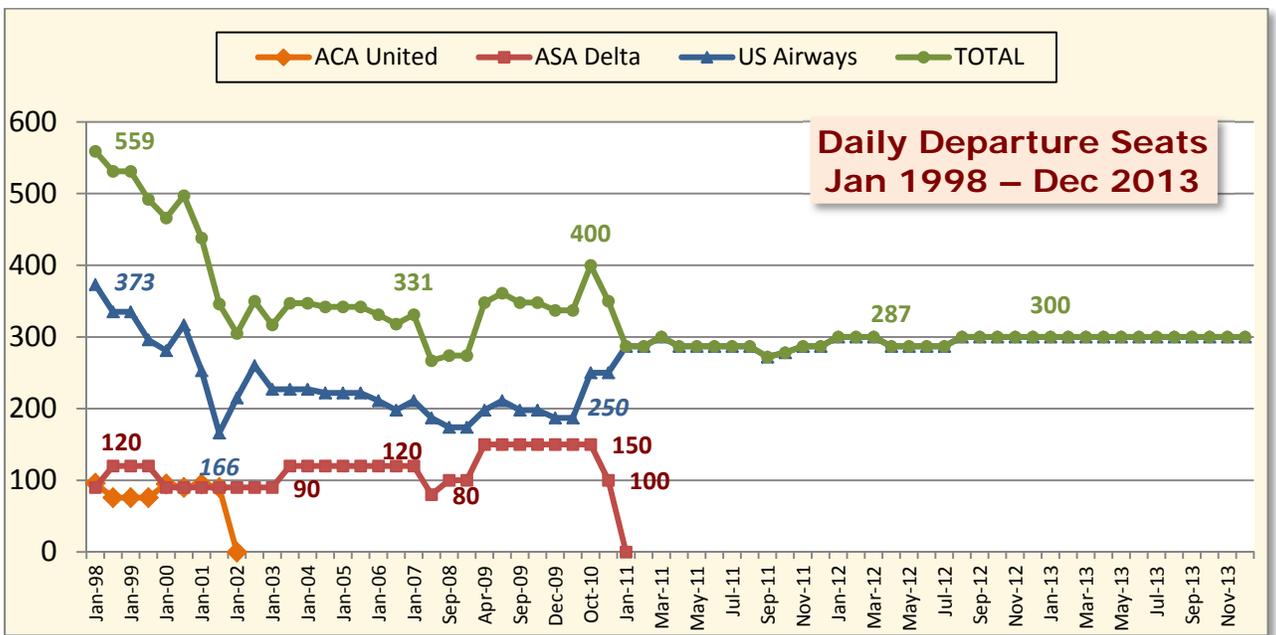
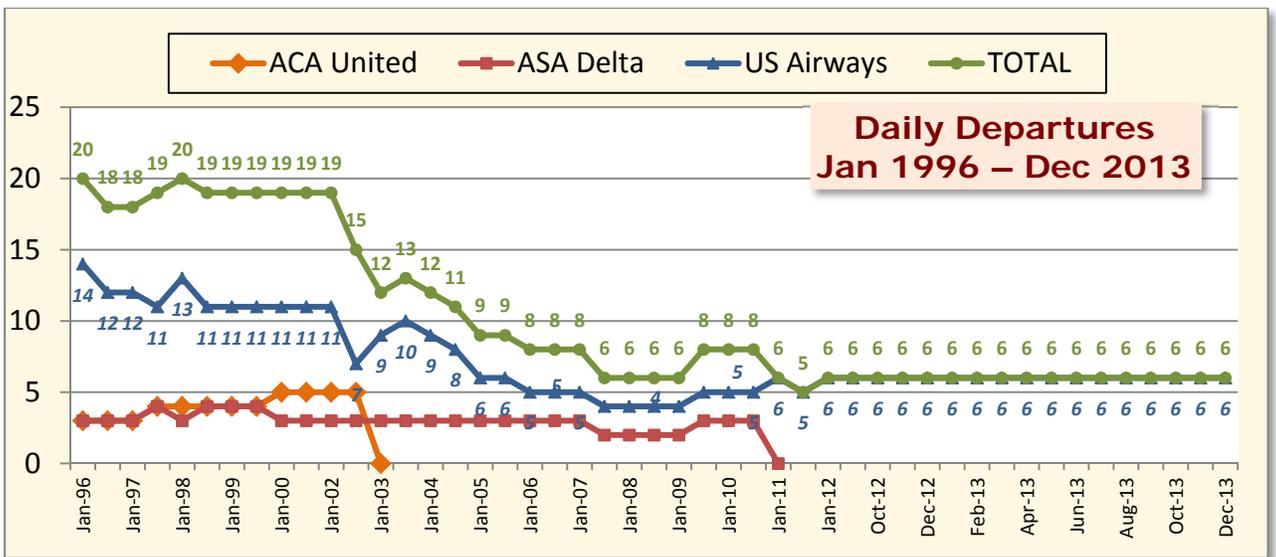
Lynchburg Regional Airport is currently classified as an "Index A" airport by the Federal Aviation Administration and is certified under Federal Aviation Regulation (FAR) Part 139.

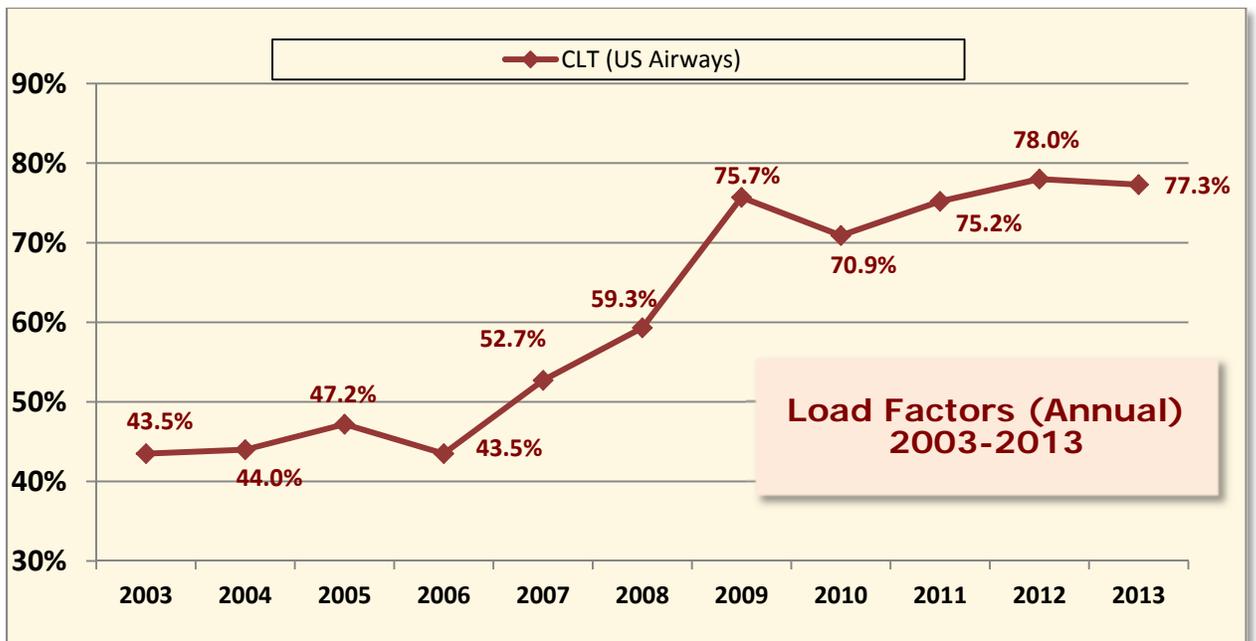
The airport is served by the regional affiliate of one major air carrier, US Airways (American) which offers six daily departures to Charlotte with a mix of 50-seat Canadair Regional Jets and 50-seat DeHavilland Dash 8-300 aircraft.

Airline passenger traffic in 2013 totaled 156,153, which represented a decrease of 1.1 percent over 2012.

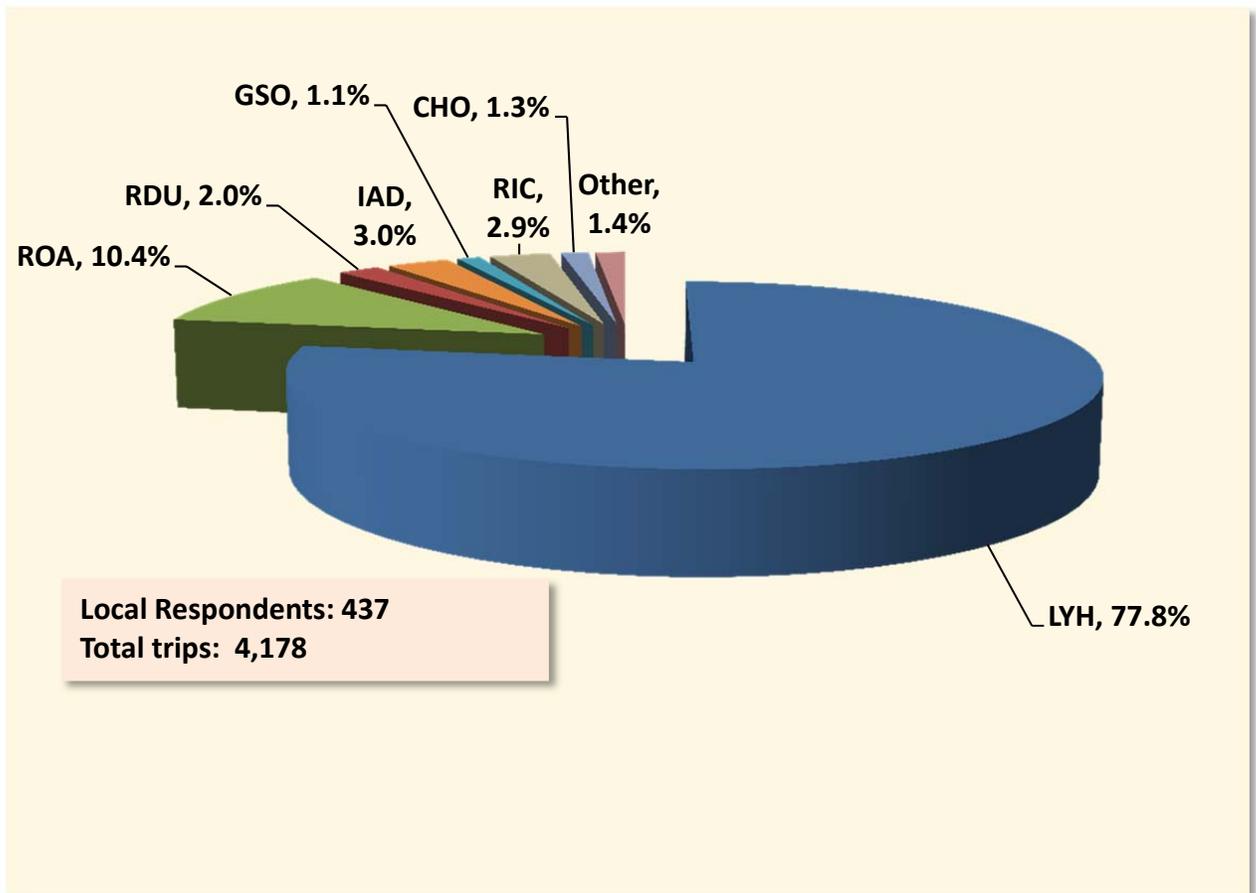
Until 2011, LYH was also served by Delta Airlines with three daily departures to Atlanta provided by 50-seat CRJ aircraft. Combined with US Airways, a total of eight daily departures were offered between the two airlines until Delta abandoned the market on January 2, 2011. Combined with a very competitive airfare structure introduced by US Airways in 2008, passenger traffic at LYH peaked at a total of 185,835 in 2010.







The LYH service area is located between the primary service areas of Charlottesville Airport (CHO) to the northeast, and Roanoke Regional Airport (ROA) to the southwest. The intervening market area overlaps result in the following passenger leakage (mainly to ROA), which is somewhat mitigated by LYH'S airfare advantage over ROA.



V. TYPICAL SCOPE OF WORK

As appropriate and/or required, the consulting services anticipated during the period will include, but are not limited to, the following:

A. **General air service development services**

1. LYH analyses of various U.S. DOT domestic and international airline market data (must have DOT authority/access to DOT international O&D data).
2. Integration of LYH primary market research data and local economic, demographic data into consulting services provided.
3. Development of air service proposals, or portions thereof, as requested.
4. Solicitation, coordination and scheduling of individual airline meetings.
5. Services in support of various airline route planning conferences (JumpStart, Network, etc.).
6. Ongoing airline follow-up.

B. **Specific air service development services**

1. Market and data analyses and airline presentation materials specific to recruiting:
 - a. United Airlines Express service to IAD.
 - b. Ultra low-cost carrier services to potential leisure travel markets (Allegiant, Frontier, Spirit, etc.).

VI. PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Scheduled Item</u>
February 5, 2014	Issue Request for Proposals
February 25, 2014 by 2:00 P.M	Last day to submit questions to procurement
March 5, 2014	Proposals Due Prior to 4:00 p.m.
4-6 weeks	City completes review of proposals and generates shortlist
April-May	Optional City interviews of selected firms
TBD	City begins contract negotiations, obtains administrative approvals, Contract Documents assimilated
TBD	City issues Intent to Award Contract and Executes Contract Documents
TBD	Award Contract and Issue Notice to Proceed
TBD	Kick-off Meeting with City staff and stakeholders

IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than thirty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. The City reserves the right to request additional information or clarification if necessary throughout the evaluation process.

A. **Cover Letter**

Each Offeror shall submit with their proposal a cover letter identifying the Offeror and the proposal package being submitted. The Offeror may include other important general information, which is deemed significant enough to be highlighted. An authorized representative of the Offeror must sign the cover letter. The Offeror's representative shall identify name, title, address, and telephone number, fax number, and e-mail account. **The cover letter shall not be more than one page (one – sided only).**

B. Table of Contents

Each Offeror must include a table of contents identifying the following sections in the proposal:

Section 1	Executive summary
Section 2	Consultant's overall qualifications and experience in providing air service development services
Section 3	Consultant's personnel qualifications and related experience
Section 4	Consultant's approach to recruiting targeted airlines
Section 5	Administrative documents and exhibits
	Exhibit 1 - MBE/WBE/OBE Program or Policy
	Exhibit 2 - Business Tax Registration Certificate
	Exhibit 3 - Anti-Discrimination Anti-Collusion Form
	Exhibit 4 - Insurance Acknowledgement

C. Section 1 - Executive Summary

Offerors shall submit with their proposal an executive summary that highlights important features, qualifications, and related experience of the Offeror. The Executive Summary must also include a brief statement of how the Offeror shall meet the qualification criteria as set forth in the RFP. As part of this, indicate what areas the firms may consider to be "specialties."

D. Section 2 – Consultant's Overall Qualifications and Experience Related to Air Service Development Services

Indicate the Consultant's overall qualifications and experience related to airport air service development market analyses, recruiting philosophy and record of past success at non-hub air carrier airports with markets similar to LYH (mix of business and leisure).

Indicate experience and knowledge of the airline industry and airline route planning, pricing and/or operational expertise. List and briefly summarize recent air service projects that are relevant to the types of projects included in this RFP, and the level of involvement by the Consultant. Include the name, address, and telephone number of client's representative responsible for administering the contract.

Any areas not described in this RFP, but which the Offeror believes to be essential to the performance and completion of these services, should also be addressed in this section.

E. Section 3 – Consultant's Personnel Qualifications, Related Experience and Accomplishments, and Organizational Chart

Indicate the qualifications of the Consultant's key personnel who will be involved in selected projects for LYH, their related experience and accomplishments as they pertain to similar airport projects. Identify their specific, related experience and accomplishments in recruiting United Airlines service and ultra low-cost carriers (ULCC).

Also, identify the name of those personnel who may be designated as PROJECT MANAGER, and indicate the reporting structure and responsibilities of each key staff member, including an organizational chart.

Please identify your firm by name, primary representative and title, address, telephone number, fax number, e-mail address, location of headquarters office and location of any local offices. Indicate whether your firm is a corporation, joint venture, partnership or sole proprietor. Indicate the name(s) of the owners of your firm.

F. Section 4 – Consultant’s Approach to Recruiting Targeted Airlines

Briefly describe:

1. How your firm would approach the recruitment of United Airlines for service from LYH to Washington Dulles (IAD), and what unique abilities or market data sources/applications you would use that would distinguish your firm from other air service consulting firms. Be specific as to your approach for a small non-hub airport like LYH and any challenges you see at the IAD hub operated by United;
2. How your firm would approach the recruitment of an ULCC to serving LYH and which leisure destinations you feel would have the best chance of success. Indicate which ULCC would likely be the most interested.

G. Section 6 – Administrative Documents and Exhibits

Each proposal shall contain the following exhibits:

- Exhibit 1 – MBE/WBE/DBE Program
- Exhibit 2 – SCC Registration (if applicable)
- Exhibit 3 – Anti-Collusion Anti Discrimination
- Exhibit 4 – Insurance Requirements

VI. CRITERIA FOR PROPOSAL EVALUATION

The proposals will be evaluated utilizing the following evaluation criteria:

- A. Consultant’s overall qualifications and experience as related to the professional services covered in this RFP. Relevance of recent projects shown in the consultant’s proposal to air service recruiting projects to be undertaken at Lynchburg Regional Airport.
- B. Overall qualifications, experience and accomplishments of key personnel, including project manager availability and specific professional expertise necessary to provide the needed services.
- C. Specific experience and record of success in recruiting air service by United Airlines and one or more ultra low-cost carriers.
- D. Consultant’s basic approach and philosophy to recruiting targeted airlines.
- E. Prior related air service development experience at Lynchburg Regional Airport.
- F. Prior air service development project references.
- G. Clear concise presentation.

VII. METHOD OF AWARD

Following evaluation of the written proposals as submitted, 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. At the option of the City, Offerors may be required to give an oral presentation to clarify or elaborate on their proposal. Negotiations shall then be conducted with the selected Offerors. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted, the City shall determine which Offeror(s) has/have made the best proposal. After completion of the interview process, if any, Consultant(s) that are deemed to be the highest qualified will be maintained on a list to be considered for future, specific airport projects not to exceed \$1.5 million over a period of four (4) years.

VIII. CONTRACT TERM

The initial term of this contract shall be for four (4) years, from contract signing, upon mutual consent of the parties to the contract. Any time extensions granted by the City shall be by written amendment signed by both parties to the original agreement.

IX. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall be incorporated into the negotiated contract. If any Offeror wants to amend or discuss during negotiations any term, the Offeror should set forth any objection, change, or addition in their proposal submission. Otherwise, submission of a proposal by an Offeror will obligate such Offeror to enter into a contract incorporating the terms and conditions of this section.

A. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful Firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

D. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

E. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate

should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

The selected firm shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

G. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

I. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the successful firm agrees as follows:

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

J. Payments to Successful Firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or

withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.

- (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
2. Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.
- (a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:
 - (1) Project name, city and state project number;
 - (2) City Project Manager;
 - (3) City assigned Contract Number;
 - (4) Not to exceed amount or lump sum amount;
 - (5) Total payments requested to date;
 - (6) Payments received;
 - (7) Balance due;
 - (8) Invoice number;
 - (9) Period during which services were performed; and
 - (10) Brief description of work covered by invoice.
 - (b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

K. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of

the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

L. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

M. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

N. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

O. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

P. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Administrative Appeals Procedure

Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than ten (10) business days after announcement of the award or award, whichever comes first.

S. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant 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 sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees 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.

T. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Consultant agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Consultant shall respond with all information requested within ten (10) calendar days of the date of the request.

U. Conflict of Interests Act

The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

V. Ethics in Public Contracting

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.