

THE **BLACKSBURG** PARTNERSHIP

REQUEST FOR PROPOSAL Retail Recruitment and Small Business Support Services

Posting Date: February 24, 2023

Proposal Submission Deadline: March 27, 2023

Purpose of the RFP

The Blacksburg Partnership is committed to fostering a robust retail environment in our community. As the Town of Blacksburg emerges from the COVID-19 pandemic, the Blacksburg Partnership wishes to engage a contractor to provide a comprehensive strategy for retail support and recruitment, including business development support for existing small businesses. The successful candidate will be equipped to provide ongoing professional services as well as extensive data analysis to inform their efforts and should be committed to working in a collaborative manner with all stakeholders.

The Blacksburg Partnership

Founded in 2003, The Blacksburg Partnership is a non-profit, independent economic development organization focused on projects that enhance the community and attract visitors and retail prospects. Partnership projects include special community events, the revitalization of retail districts, and overall promotion of Blacksburg as an outstanding place to live, work, and play. The Partnership is also known for two signature events that take place every year, Blacksburg Fork & Cork and Blacksburg Brew Do, as well as a public art project, Gobble de Art.

Scope of Services

The Blacksburg Partnership seeks to partner with an experienced and highly engaged consultant to evaluate and enhance Blacksburg's existing and potential retail landscape. Multi-year contracts are welcome as we believe relationship development will be critical to the success of this effort.

The Blacksburg Partnership wishes to examine and strengthen our current retail marketplace while exploring opportunities to expand retail offerings across the community, including existing retail districts of varying ages and anticipated new construction. Real estate analysis, demographic research, recruitment planning, and a proactive retail recruitment approach will serve as key components of a comprehensive strategy for retail growth and revitalization. Concurrently, training and support services for existing local businesses are sought to strengthen our current marketplace.

The contractor shall provide services as indicated below:

- Comprehensive Market and Retail Analysis for trade area
- Retail Peer Market Analysis
- Comprehensive demographic research
- Relevant trend analysis
- Real Estate analysis (to include existing and future space, as well as peer market comparisons)
- Development of a Retail Recruitment plan outlining key retail and restaurant targets
- Retail Trade Show representation
- Active recruitment of retail prospects
- Coordinated outreach with local brokers, property owners, and landowners
- In-person stakeholder meetings designed to solicit feedback and consensus from invested parties
- Customized marketing collateral materials unique to our community
- Industry-specific training opportunities for small businesses, including both in-person and virtual workshops and/or classes
- Detailed work plan including specific deliverables and timeline

How to Submit a Proposal

All proposals shall be submitted electronically to: info@blacksburgpartnership.org. The subject line shall include: *Proposal for Retail and Small Business Support Services*. Deadline for submission of proposals is March 27, 2023 no later than 5:00pm ET. Hard copy proposals will not be accepted. Responses become the property of The Blacksburg Partnership and may be subject to disclosure as requested upon completion of the process. Proprietary information that you wish to remain confidential should not be included in your response materials.

Questions related to this RFP should be submitted by e-mail to info@blacksburgpartnership.org no later than 5:00 pm ET on Friday, March 3, 2023. The subject line item shall include: *Questions about Strategic Planning RFP*. Answers to all questions received will be posted on The Blacksburg Partnership website (www.stepintoblacksburg.org) as an addendum to this RFP no later than close of business March 13, 2023.

Proposal Requirements

Responses to this RFP shall include:

1. Cover Letter

The cover letter must include a point of contact address, telephone number, and e-mail address. The cover letter should briefly describe:

- Contractor's qualifications
- Qualifications and roles of any partners, and
- Any exceptions your contractor takes to the scope of work or required deliverables.

2. Technical Approach

Detailed description of your technical approach/methodology to the requirements found in the scope of work including, but not limited to, specific planning and facilitation tasks to achieve each of the objectives in the scope of work. A description of your contractor's philosophy and preferred planning techniques should be detailed to clearly demonstrate how the contractor engages stakeholders (including participants and staff) in the process. The technical approach should also address expected roles and responsibilities and include a project management plan and timeline for project deliverables.

3. Expertise/Experience

This section should identify the project lead and/or team members and their relevant qualifications and resumes. It should also provide a description of recent experience in facilitating processes of similar size, scope, and complexity.

4. References

Provide the contact information for three professional references that can speak to your performance with projects of similar in size, scope, and complexity.

5. Conflicts of Interest

Disclose any possible conflict(s) of interest with The Blacksburg Partnership.

6. Price

The price proposal should include total costs for performing all tasks proposed in the technical approach. Price shall be broken out by major task and planned deliverable(s) and shall include proposed labor categories, their hourly rates, and number of hours. Any other cost, such as travel, etc. should also be provided. Price proposals shall be submitted in a separate attachment and not included in the same attachment as the above items. The price proposal should describe all underlying budget assumptions.

7. Payment- Provide your preferred payment terms. These payment terms may need to be renegotiated to align with the scope of work, deliverables, and federal funding requirements

Basis of Award

The Blacksburg Partnership reserves the right to determine which bidders have met the base requirements of this RFP. A selection committee will be established to review and evaluate all responses based on the criteria further outlined in this section. Once proposals have been evaluated, selection shall be made on the basis of the factors as stated in this Request for Proposal. Interviews and negotiations may then be conducted. If a contract can be satisfactorily negotiated at a fair and reasonable price, then an award shall be made. If one contractor is deemed to be clearly more qualified and suited to the Blacksburg Partnership's needs prior to the interview process, then a contract will be negotiated with that contractor.

The Blacksburg Partnership may reject, in whole or in part, any and all proposals, waive minor irregularities in proposals, allow an offer or to correct minor irregularities and negotiate with all responsible efforts in any matter deemed necessary to serve the best interest of The Blacksburg Partnership.

The Partnership reserves the right to reject any and all proposals when such rejection is in the interest of The Blacksburg Partnership, to reject the proposal of a bidder who has not met the prerequisites of the bid proposal or who has previously failed to perform properly or complete on time contracts of a similar nature, and to reject the proposal of a bidder who is not in the sole opinion of The Blacksburg Partnership, able to perform the contract to the sole satisfaction of The Blacksburg Partnership.

The Blacksburg Partnership also reserves the right to waive any informalities and technicalities in the bidding. The Blacksburg Partnership reserves the right, however, to award the contract in accordance with its best interest according to the criteria outlined in this Request for Proposal. The Blacksburg Partnership will not be required to accept the lowest bid. The Blacksburg Partnership may, upon its discretion, establish a competitive range of qualified proposals for award consideration. The Blacksburg Partnership will not conduct discussions or negotiations with contractors not within the competitive range and those contractors will not be considered for award.

Information contained within your proposal in response to this RFP will be evaluated by The Blacksburg Partnership and will be considered confidential. All responses shall be opened in private with no information being released until after the negotiation process.

Proposals will be evaluated using the following criteria:

- 1. Technical Approach and Methodology (30 points):** The proposal is complete and demonstrates strong technical capability and a sound understanding of The Blacksburg Partnership's mission. The proposal sets out a logical approach/methodology to conduct planning, recruitment, and implementation processes that are consistent with the proposed scope of work. The proposal demonstrates a clear understanding of the objectives of the project and its desired outcomes.
- 2. Expertise and Experience: (30 points):** The contractor can demonstrate a background in real estate evaluation and is staffed by licensed real estate professionals. The contractor has a track record of effectively engaging stakeholders and employing planning techniques that meet the needs of the organization's culture and mission. The contractor demonstrates a proven track record in facilitating retail recruitment with mission-driven organizations in communities of similar size and composition. The contractor can demonstrate past experience in downtown revitalization efforts. The contractor will demonstrate an ability to provide relevant training and support to small businesses in a variety of industries.
- 3. Past Performance (30 points):** The contractor has recent successful past performance that is relevant to the proposed project in terms of scope and complexity.
- 4. Knowledge of Market (10 points):** The contractor has experience working with college towns and university communities.

Other Instructions

1. **Contractual Agreement:** During contract negotiation, a more defined scope of services or refined specifications may be developed. These and any other agreed upon negotiation points shall then become part of the contract documents.
2. **Release of Information:** No information regarding the identity of the contractor or the contents of the proposals shall be released until after the negotiation process. If your proposal contains information of a proprietary nature, the information must be noted and an explanation submitted on separate cover.
3. **Funding:** This work will be funded by a portion of the \$13,364,987 allocated to the Town of Blacksburg by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARP/CSLFRF) through a subaward agreement with The Blacksburg Partnership. [Title 2 U.S. Code of Federal Regulations Part 200](#), (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Any subcontractor receiving these funds must comply with the terms and conditions as outlined in the Terms and Conditions section below.
4. **Acceptance of Proposals:** Proposals submitted shall be binding for ninety (90) calendar days following the proposal opening date, unless extended by mutual consent of all parties.
5. **Award/Protest of Award:** Any contractor desiring to protest the award or decision to award this contract shall submit such protest in writing to the Blacksburg Partnership within ten days after receiving notice of the award decision.
6. **Contractual Claims:** All claims, which may arise under this contract, shall be resolved through the procedure set forth in the contractual agreement.
7. **Timeliness:** Delivery time is of the essence. The contractor must comply with time frames as specified in this Request for Proposal unless different time frames are negotiated prior to award. Failure to meet delivery schedules and completion time frames may be grounds for disqualification.
8. **Tax Exempt Status:** The Blacksburg Partnership is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request. The Blacksburg Partnership's Tax ID Number is 04-3765864.
9. **Contractual Documents:** The contract entered into by the parties shall consist of the Request for Proposal, Addenda, the Instructions to Contractors, the General Terms and Conditions, Special Terms and Conditions, the Scope of Services, the proposal submitted by the contractor, the contract, and any change orders issued, all of which may be referred to as the contract documents.

THE UNDERSIGNED ACKNOWLEDGES THAT BY THE SIGNATURE OF THE FORM, THE CONTRACTOR AGREES TO COMPLY WITH ALL INSTRUCTIONS TO CONTRACTORS, TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL AND IS DULY AUTHORIZED TO SIGN FOR THE CONTRACTOR. ANY DEVIATIONS TO THE SCOPE OF SERVICES, INSTRUCTIONS TO CONTRACTORS, TERMS AND CONDITIONS MUST BE STATED IN WRITING WITH YOUR PROPOSAL.

COMPANY _____

AUTHORIZED SIGNATURE _____

TITLE _____ **DATE** _____

EMAIL ADDRESS _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

VIRGINIA STATE CORPORATION COMMISSION LICENSE #: _____

(company must be registered with Virginia SCC prior to contract execution)

Is your company registered as a DBE vendor in Virginia? _____

Is your company registered as a SWaM vendor in Virginia? _____

I hereby acknowledge receipt of the following addenda (if any):

Number _____ **Dated** _____

The following employees in our organization are duly authorized to sign binding agreements for and on behalf of the Owner, Partner, or Corporation including, but not limited to, Requests for Proposal, Pay Request, Change Orders, Required Certifications, etc:

Type or Print Name

Signature

Signed By:

(Owner, Partner, or Principal of the Corporation)

(Typed Name)

Summary of Key Dates

1. **Request for Proposal Posted:** February 24, 2023
2. **Questions Submitted in Writing:** March 3, 2023
3. **Answers posted to The Blacksburg Partnership Website:** March 13, 2023
4. **RFP Responses due:** March 27, 2023

GENERAL TERMS AND CONDITIONS

1. **Laws and Regulations:** The contractor shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the work.

The contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the “right to work”, and all contractors and subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to this project shall comply with all of the said provisions.

The contractor shall furnish the Town copies of affidavits upon request giving the original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the project site under this contract, if applicable.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

2. **Addenda:** All addenda will be issued by the Blacksburg Partnership and posted on the Blacksburg Partnerships’ website. All such addenda shall become part of the solicitation documents, must be addressed in the proposal and shall become a contract document. The Town accepts no liability for late or non-receipt of addenda.
3. **Audit:** The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town of Blacksburg, whichever is sooner. The Town, its authorized agents, and/or state auditors shall have full access to and the right to examine any of the said materials during said period.
4. **Subcontracts:** Upon request, the contractor shall provide the names and addresses of all major suppliers and subcontractors to the Town of Blacksburg.
5. **Subcontractor Payment Requirement:** For any contract with a nongovernmental, privately owned enterprise, for goods or services, the contract shall include:
 - a. A payment clause, which obligates the subcontractor to take one of the two following actions within seven days after receipt of amount paid to the contractor for work performed by the subcontractor under that contract.
 - i. Pay the subcontractor for the proportionate share of the total payment received from the Town’s funds attributable to the work performed by the subcontractor under that contract, or:
 - ii. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
 - b. A payment clause that requires individual contractors to provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - c. An interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed above.
 - d. An interest rate clause stating, “unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.”

The contractor shall include in each of its subcontracts a provision requiring each subcontractor include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. **Payment:** The Town's terms are Net 30 after receipt and acceptance of all material and/or services. In the contract, payment may be made per each completed and accepted phase of the service as outlined in the contract and scope of work. The Contractor shall submit all supporting documents necessary to justify payment, including but not limited to, invoices, payroll, and receipts.
7. **Pricing Errors:** In case of an error in price extension, the contractor fixed unit price shall govern.
8. **Delivery:** Consistent failure to meet delivery of goods or services without valid reason shall constitute default.
9. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Blacksburg Partnership, after due written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Town of Blacksburg and the Blacksburg Partnership may have.
10. **Termination:**
 - a. **Termination for Cause.** The Blacksburg Partnership may terminate the contract for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.
 - b. **Termination Without Cause.** The Blacksburg Partnership may terminate the contract in whole or in part, for any reason, in its sole discretion, by providing Contractor with thirty (30) days prior written notice.
 - c. **Termination by Mutual Agreement.** The Blacksburg Partnership and Contractor may agree to terminate this Agreement for their mutual convenience through a written amendment to the contract. The amendment will state the effective date of the termination and the procedures for proper closeout of the contract.
 - d. **Termination Procedures.** Upon such termination, the contractor shall immediately cease work. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 - a. All amounts then otherwise due under the terms of this contract.
 - b. Amounts due for work performed in accordance with the contract subsequent to the latest approved certificate for payment through the date of termination.
 - c. Reasonable compensation for the actual cost of demobilization (if any) incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, owner shall have no further obligations to contractor of any nature.
11. **Procurement Requirements:** Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Contractor shall adopt and enact procurement procedures. Contractor's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
 - a. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.

- b. Contractor shall maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- c. Contractor shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Contractor shall immediately disclose in writing to the Town of Blacksburg any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
- d. Pursuant to 2 CFR 200.321, Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- e. Contractor shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.” 2 CFR 200.318(i).
- f. In accordance with 2 C.F.R. 200.323, in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
 - i. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - ii. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- g. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12. Lobbying: The Contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the lobbying exclusion be included in any contract documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

13. **Drug Free Workplace:** During the performance of this contract, if the contract is over \$10,000 the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug free workplace and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
14. **Anti-Discrimination:** By submitting their proposal, contractor 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
15. **Clean Air Act:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq. (as amended). The Contractor agrees to report each violation to Contractor and understands and agrees that Contractor will, in turn, report each violation as required to assure notification to the United States Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the United States Department of the Treasury.
16. **Licenses, Certifications, Permits, Accreditation:** The Contractor shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the Town of Blacksburg proof of any licensure, certification, permit or accreditation upon request.
17. **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** Pursuant to 2 CFR 200.216, Contractor shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described

in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

18. **Applicable Laws and Venue.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the appropriate court of competent jurisdiction in Montgomery County, Virginia, or in the U.S. District Court for the Western District of Virginia, Roanoke Division.
19. **Debarment Status:** By submitting a proposal or by the acceptance of the proposal, all contractors certify that they are not currently debarred from doing business with or in the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.
20. **Nonvisual Access To Technology:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
 - a. effective, interactive control and use of the technology shall be readily achievable by nonvisual means;
 - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 - c. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - d. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (a) the technology is not available with nonvisual access because the essential elements of the technology are visual and (b) nonvisual equivalence is not available.

21. **Insurance:** If applicable to this service, whenever any work or services are provided, either in or on Town property, the contractor shall provide the Purchasing Agent with a Commonwealth of Virginia Certificate of Insurance prior to the commencement of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be: Workers' Compensation – Standard Virginia Workers' Compensation Policy, Broad Form Comprehensive General Liability - \$1,000,000 Combined Single Limit. This coverage shall include as appropriate as determined by Town, Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability; Automotive Liability - \$1,000,000 Combined Single Limit. These are minimum requirements only and may be increased if stated in the proposal package. Contractor shall notify Town at least 30 days prior to cancellation or non-renewal of this insurance.
22. **License Requirement:** All contractors having a business location or office in the Town of Blacksburg are required to be licensed in accordance with the Town's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Out of town contractors performing work in excess of \$25,000 must also obtain a license before work begins. Questions concerning the BPOL tax should be directed to the Finance Department by calling (540)961-1108.
23. **State Corporation Commission Licensing:** Corporations conducting business within the Commonwealth of Virginia must be incorporated in the Commonwealth of Virginia or present certification as issued by the Virginia State Corporation Commission.
24. **Ownership Of Material/Intellectual Property:** Ownership of all information, materials and documentation originated and prepared for the The Blacksburg Partnership in conjunction with this proposal shall belong to the The Blacksburg Partnership and the Town. The contractor agrees to assign to both parties all worldwide right, title and interest in and to all works, including literary works, pictorial, graphic and sculptural works, architectural works,

works of visual art and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; models; drawings; pursuant to this contract.

25. **Proprietary Information Or Trade Secrets:** Contractors 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 contractor. Specifically, if contractor seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, contractor shall (i) invoke the protections 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. Furthermore, the contractor shall submit proprietary information under separate cover, and the Owner reserves the right to submit such information to the Town Attorney for concurrence of the contractor's claim that it 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 of the requirements of Section 2.2-4342 shall be public information in accordance with state statutes.
26. **Indemnification:** Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of contractor, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. Contractor shall save harmless and indemnify the Town, its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. Contractor shall, upon written demand by the Town, assume and defend at contractor's sole expense any and all such suits or defense of claims. The Town 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 proposal means that the contractor agrees to not request such language in the resulting contract.
27. **Anti-Trust:** By entering into a contract the contractor conveys, sells, assigns, and transfers to the Town of Blacksburg 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 the Town of Blacksburg under the contract.
28. **Valid Contract:** In order for any contract document entered into with the Town of Blacksburg to be valid, it must be executed by an authorized person, on behalf of the Town of Blacksburg, as defined in Chapter 2, Article III, Section 2-300(d) of the Code of the Town of Blacksburg, Virginia.
29. **Assignment:** Neither party shall assign the contract without the prior written consent of the other party. The contract shall bind the successors and assigns of the parties. Any contract shall be deemed made in Montgomery County, Virginia.
30. **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 Blacksburg Partnership and the Town of Blacksburg.
31. **Applicable Laws And Courts:** Any Town contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of Montgomery County. The contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Blacksburg and such other standards, codes, and regulations having application to the goods or services provided.
32. **Immigration Reform And Control Act Of 1986:** By signing this contract, the consultant certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.