

## **REQUEST FOR PROPOSALS**

### **Graphic Design Branding Services**

Berryville, Virginia Town Council is soliciting proposals from qualified firms to develop a memorable brand as specified herein. The updated graphic branding will position Berryville as a desirable place to live, do business, and visit in the Shenandoah Valley and the region.

#### **Community Overview**

Berryville is the County seat and economic center of Clarke County (“County”). With just under 5,000 residents, Berryville is located within the Washington, D.C. Metropolitan Statistical Area. The County and Town of Berryville (“Town”) have been recognized nationally for their combined efforts to maintain the rural and agricultural nature of the community while creating a commercial and residential base in Berryville.

Tourism has been identified as an economic development opportunity due to the many recreational and historic assets in the Town and County. Of particular note is the Town’s desire to have a hotel develop to supplement tourism activities and overall business growth while providing accommodation for residents and local businesses. Two feasibility studies have been completed (2013 and 2019) and will be made available for review. The study should include input from local stakeholders including residents, business owners, community organizations, elected and appointed officials, and staff.

#### **Scope of Services**

The Town of Berryville is seeking a professional firm or consultant to work with us on a branding initiative to include, but not be limited to, the following:

- Development of a brand concept to include a message, tagline, and logo adaptable for a wide range of applications (e.g., tourism, business, residential).
- Concepts and designs will be used in a number of ways and must be adaptable to use on printed material, wayfinding signage, website design, and social media.

The Town of Berryville reserves the right to extend the contract for additional branding and marketing needs beyond the initial contract. It is anticipated that the branding initiative will take six to nine months after the contract is executed.

#### **Procedures**

All proposals should convey the following information in the following order:

1. Firm history and organization.
2. Firm experience providing examples of branding, marketing, and graphic design projects to include work samples; description of services provided; and client contact information.
3. Firm resumes of key project staff and other outside firms who may be used by the firm.
4. Outline of firm’s approach to providing services and proposed project timeline.
5. Cost estimate for services identified above and fee schedule.

**Review and Award**

To be considered for selections, respondents must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the proposal. An authorized representative of the firm must sign the proposal.

Please submit responses via mail or deliver a physical copy to the Town of Berryville, 101 Chalmers Court, Berryville VA 22611. All responses must be **received** by the Town of Berryville no later than **5:00pm on Wednesday, April 8, 2020**.

**Term of Contract**

The Town reserves the right to extend this contract for related services upon mutual agreement between the Town and the selected firm.

The Town reserves the right to negotiate terms with the selected firm for goods/services other than those specifically stated in this informal Request for Proposal (“RFP”) in the best of interest of the Town and agreed to by the firm.

Applicants are encouraged to provide additional information not specifically identified as a requirement if that additional information is applicable to this RFP.

All work produced by the selected firm shall be the property of the Town and shall be deemed to have assigned any copyrights and any other rights exclusively to the Town.

This RFP does not commit the Town to enter into an agreement with any firm and is not a guarantee for contract. At its own discretion, the Town may reject any and all proposals, and may modify or terminate the application or selection processes without prior notice. The offeror certifies that the information contained in the submittal is true and correct to the best of their knowledge. The Town is not responsible for damage or loss of materials submitted. Failure to comply with all requirements of this RFP will result in a rejected proposal.

**Timeline and Submissions**

Proposals due:	<b>Wednesday, April 8, 2020 by 5:00pm</b>
Selected firm notified:	<b>On or before Friday, May 8, 2020</b>
Anticipated final presentation:	<b>On or before Friday, December 11, 2020</b>

Complete RFP’s must be submitted to:

**Heather DeHaven  
Finance Clerk  
Town of Berryville  
101 Chalmers Court, Suite A  
Berryville, VA 22611**

Physical copies will be accepted at the Town of Berryville Business Office at the address above. No facsimile or email submissions will be accepted. The Town of Berryville is not responsible for delays in the delivery of the proposal.

All applicants shall abide by all applicable state and federal laws. The Town does not discriminate against small and minority businesses or faith-based organizations.

Any questions or comments concerning this Request for Proposal shall be directed in writing to: **Christy Dunkle, [planner@berryvilleva.gov](mailto:planner@berryvilleva.gov)**

**Please see attached General Terms and Conditions for Requests for Proposals.**

# Town of Berryville

## General Terms and Conditions – Requests for Proposals

These General Terms and Conditions are required for use in written solicitations issued by the Town of Berryville, Virginia herein after referred to as “Town” for procurements.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Town 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).

**EMPLOYMENT DISCRIMINATION PROHIBITED:** Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

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 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.

The contractor 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 subcontractor or vendor.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Town from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**MANDATORY USE OF TOWN TERMS AND CONDITIONS FOR RFPs:** Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**BILL PAYMENT POLICY:** The Town Treasurer shall make payment in full (unless an alternate payment plan has been agreed upon) for all goods delivered or services rendered within thirty days of receipt of the bill.

No goods or services shall be deemed received until such goods are completely delivered and found acceptable by the Department Head. For purposes of determining whether or not payment was made in accordance with this policy, payment in full shall be considered to be made on the date the check for payment was mailed or otherwise transmitted.

When a bill submitted to the Town is incorrect or when there is a defect or impropriety in a bill submitted, the respective Department Head shall notify the creditor in writing prior to the date on which payment in full is due. The notice shall contain a description of the defect or impropriety and any other additional information to enable the creditor to correct the bill. Upon receiving a corrected bill, the Town shall make payment in full on or before the thirtieth calendar day after receipt of the corrected bill.

**SUBCONTRACTORS:** All offerors shall include a list of all subcontractors with their proposal. The Town reserves the right to reject the contractor's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

**To Subcontractors:** A contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

**PRECEDENCE OF TERMS:** In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**QUALIFICATIONS OF OFFERORS:** The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to

carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**TESTING AND INSPECTION:** The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Town may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town or with the performance of the contract generally.

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

**TAXES:** Sales to the Town are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

**INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded as well as any other insurance requirements laid out in the request for proposal. The Town requires minimum insurance amounts as recommended by the Virginia Risk Sharing Association. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Town Manager is authorized to amend coverages and limits as required. Such amendments shall be provided in writing and specifically state that established coverages and limits differ from those provided in the Town's General Terms and Conditions.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

**General services contracts or leases:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident

**Workers Compensation Insurance** -\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit (unless sole proprietor)

**Excess Liability**-\$1,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

**Minor Construction Contracts (\$99,999.99 or less):**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident

**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit

**Professional Liability (Errors and Omissions)**-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period (only if consulting or designing is involved).

**Excess Liability**-\$3,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

**Major Construction (more than \$100,000) or Hazardous contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident  
**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit  
**Professional Liability (Errors and Omissions)**-Refer to Risk Manager-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period. Important if designing or consulting is performed).  
**Excess Liability**- Refer to Risk Manager-\$5,000,000 each (CGL/AL/EL) occurrence/\$5,000,000 Annual Policy Aggregate

**Professional services contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident  
**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit  
**Professional Liability (Errors and Omissions)**-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period).  
**Cyber or Identity Breach liability**-\$1,000,000 each identity breach  
**Excess Liability**-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

**Design Professional Services and Surveyors contracts:**

**Commercial General Liability**

- \$1 million Each Occurrence (Bodily Injury and Property Damage)
- \$3 million General Aggregate that applies on a per project basis
- \$3 million Products/Completed Operations Aggregate
- \$1 million Per Person or Organization (Personal and Advertising Injury)

**Owned and/or Non-Owned Automobile Liability**-\$1,000,000 each accident  
**Employers Liability**-\$100,000 Bodily Injury each accident/\$100,000 Bodily Injury Disease Each Employee /\$500,000 Bodily Injury Disease policy limit  
**Professional Liability (Errors and Omissions)**-\$2,000,000 each wrongful act/\$3,000,000 annual policy claims aggregate (effective date same as contract date with one-three year extended reporting period).  
**Excess Liability**-\$2,000,000 each (CGL/AL/EL) occurrence/\$3,000,000 Annual Policy Aggregate

The Town shall be named as an additional insured on any policy obtained by Contractor/ Subcontractor/Vendor/Lessee pursuant to this paragraph. Contractor shall furnish the Town with all Certificates of Insurance that indicate(s) adequate insurance coverage has been obtained. Contractor shall furnish the Town with an additional insured endorsement.

**HOLD HARMLESS AGREEMENT:** Contractor shall attach to each liability insurance policy, with the exception of Worker's Compensation, the following endorsement: "Contractor and all subcontractors shall save Town harmless from any and all claims, damages, liabilities, expenses of litigation, including attorney's fees, and losses arising out of injury to, or death of, any of Contractor's employees or any other person while on or about Town's premises or job site in connection with any matters relating to or arising out of the performance of this Contract. It is understood and agreed that the Contractor is at all times acting as an independent contractor."

**ADDITIONAL REQUIREMENTS:** During the performance of the Work described in the Contract Documents, the Contractor agrees to:

- A) Employment discrimination by contractor prohibited; required contract provisions (see § 2.2-4311 of the Code of Virginia)
- B) Compliance with federal, state, and local laws and federal immigration law; required contract provisions (see § 2.2-4311.1 of the Code of Virginia)
- C) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth (see § 2.2-4311.2 of the Code of Virginia)
- D) Drug-free workplace to be maintained by contractor; required contract provisions (see § 2.2-4312 of the Code of Virginia)
- E) 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
- F) 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.