



REQUEST FOR PROPOSALS (“RFP”)



Fundraising Consulting Services for Rappahannock County Public Library’s Renovation and Expansion Project

RFP No: 25-01L
Date: August 15, 2024
Rappahannock County Public Library
4 Library Road
P.O. Box 55
Washington, VA 22747
Phone: (540) 675-3780 Fax: (540) 675-1290

Sealed proposals, subject to the terms and conditions contained herein, will be received at the Library Director’s Office, 4 Library Road, Washington, Virginia, 22747, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services.

Scope of Services: To establish a contract with a professional fundraising team to assist with a capital campaign to raise funds for the renovation and expansion of the Rappahannock County Public Library.

Proposals Due: Before 4:00 p.m. on Friday, September 13, 2024

Contract Officer: *Amanda Weakley*
Amanda Weakley, Library Director and Purchasing Agent

ONE ORIGINAL AND FOUR COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this RFP, and subject to all the conditions thereof, the undersigned hereby furnishes the materials and services requested, and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, which includes both Appendix A Scope of Services, and Appendix B Terms and Conditions, and any published addenda thereto, and is authorized to enter into this contract on behalf of the entity named below.

Company Name _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Federal Tax ID No.: _____ Business License No.: _____ Jurisdiction: _____

Virginia State Corporation Commission Identification Number: _____ (Required for Award)

Print Name: _____ Title: _____

Signature: _____ Date: _____

See page four if proposals contain trade secrets and/or proprietary information.

NOTICE

Copies of the Proposal Documents may be obtained at the Library Director’s Office located at 4 Library Road, Washington, Virginia, at no charge. You may also download this RFP at <https://rappahannocklibrary.org/expansion-renovation/>. Inquiries regarding this solicitation are to be directed to Amanda Weakley at: amandawrcpl@gmail.com.

The signed proposal should be returned in a special envelope or package, sealed and identified with the Offeror’s Name, Solicitation Number, Due Date and Time.

APPENDIX A

Scope of Services

General Overview and Background:

The general objective of the Project is to provide consulting services to the Library Director, the Rappahannock Public Library Board of Trustees (“Board”), the Friends of the Rappahannock Library, Inc. (“Friends”) and other team members to raise funds in the approximate amount of \$5,000,000 - \$6,000,000 to expand and renovate the current Library building and update furnishings, equipment and landscaping for the renovated building and grounds.

The consultant should have knowledge of the community’s unique demographics, physical and socio-economic features, location and available resources. These factors are important for the development of an appropriate capital campaign design and realistic schedule and timeline to follow in order to raise funds sufficient for the Project. In addition, prior experience with fundraising for libraries will be an important consideration in evaluating proposals.

Desired Services:

The selected firm (“Consultant”) shall furnish expertise and resources to provide the services necessary for this Project. Consultant will work closely with the Library Director, the Board, the Friends and fund-raising leaders in the development, execution and administration of this fundraising campaign. The Board may wish to engage the consultant on a service-by-service basis; therefore, please provide discrete information and pricing for each of the following services:

- create and execute a feasibility study to determine whether the fundraising campaign is likely to succeed;
- develop mission/vision and case support statements;
- prepare a strategic plan for the campaign, including gift range and depth charts;
- identify and engage key prospective campaign leaders, top donors and foundations that are likely to donate funds to the Library’s renovation and expansion project;
- interview top prospective donors with the assistance of other team members;
- prepare grant applications, requests and documents;
- develop communication tools, fundraising events, and other fundraising strategies to raise the funds;
- assist in the organization of committees and recruitment of leadership for the campaign;
- develop and administer a database to manage donor information;
- develop a donor recognition and stewardship plan; and
- complete a final campaign report.

Submittal Requirements

In order to meet the requirements of this RFP, offerors must submit one (1) original and four (4) complete copies of a comprehensive and concise package (**30 pages maximum**) bound in one volume, including in each an executed copy of this RFP. In addition, please provide, if possible, an electronic version of your submission in portable document format (PDF). If an offeror fails to provide responsive or complete documentation, as determined by the selection committee, the offeror’s proposal may be eliminated from further consideration. The following must be provided at a minimum:

- A. Description of the offeror, and a statement of qualifications including an organizational chart. Provide supporting documentation relative to the offeror’s specialized experience as it relates to raising money for the establishment of or renovation of libraries or other similar public or private projects described in the Scope of Services;

- B. Information related to the offeror's record of performance for similar projects and evidence of the offeror's ability to provide timely responses to requests;
- C. Names and qualifications of personnel likely to be assigned to the project tasks under this work;
- D. Names and qualifications of any other consultants or sub-consultants who may be utilized to accomplish the scope of services;
- E. References from clients for work completed of a comparable size and scope; and
- F. Non-binding fee estimate provided by offerors **who are selected for interviews**.

Evaluation Criteria

Each proposal will be evaluated for full compliance with the RFP instructions and any mandatory terms and conditions set forth within the solicitation document. The objective of the evaluation will be to recommend the offeror(s) who is (are) the most responsive to the expressed needs as described in this RFP. Proposals will be evaluated with the following criteria:

- A. Experience, Qualifications and Capacity of the staff to be assigned to perform the desired services included in the solicitation;
- B. Capability and Skills – qualifications and experience of the offeror and the demonstrated competence to provide the required services;
- C. Location of the offeror and the ability to respond to requests in a timely manner;
- D. Current workload and the ability to assign resources to the project in a rapid manner in order to provide the services in an expedient fashion; and
- E. Acceptability of provided references for comparable projects.

Evaluation and Award Process

Proposals will be evaluated and interviews scheduled with selected offerors in accordance with the "procurement of professional services" method of selection outlined in § 2.2-4302.2 A.4 of the Code of Virginia. Interviews will be conducted with two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors included in this RFP. Negotiations will then be conducted with the offeror ranked highest in meeting the expectations of the Board. If an agreement ("Agreement") that is satisfactory and advantageous to the Board can be negotiated at a pricing schedule considered fair and reasonable, the award shall be made to that offeror. If not, negotiations will be discontinued and further negotiations will be conducted with the next ranked offeror and so on until an Agreement with an offeror can be negotiated. The Board reserves the right to award an Agreement to more than one interested party for the various services. Should the Board determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than others, an Agreement may be negotiated solely with that offeror and if concluded to the satisfaction of the Board, subsequently awarded to that offeror. The award of an Agreement shall be the sole discretion of the Board. The Board reserves the right to accept or reject any or all proposals in whole or in part and to waive any formalities of the RFP. Awards or Decisions to Award will be posted on the public posting board at the Library, ref. section 2.2-4360, Code of Virginia. It may also be posted on the Library website.

Contract Terms

If awarded the contract, the offeror agrees to execute an agreement with the Board consistent with the terms and conditions included herein, and as required by the Code of Virginia for contracts with public entities. The offeror agrees to familiarize itself with these requirements and agrees that it is willing and able to enter into such an agreement if awarded the contract. In addition, offeror agrees that the terms of Appendix B to this RFP will be included in any final agreement between the offeror and the Board.

Debriefing

The Board will keep confidential all information regarding the identification of the persons or offerors submitting proposals and the contents of proposals identified by the interested party as proprietary or confidential. Excluding the properly identified confidential or proprietary information, information about the offeror will only be available after an

award or decision to award has been made. After an award decision has been made, or an intent to award decision has been publicly published, the procurement file will be made available for review in the Library Director's office. **This review of the procurement file shall constitute the debriefing process.** Meetings with staff to review the procurement file will not be conducted. Interested parties desiring to review the procurement file may contact the Library Director to make an appointment to review the documentation.

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an interested party in connection with this RFP will not be subject to public disclosure under the Virginia Freedom of Information Act; however, the interested party must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public after an award decision is made. Please mark one:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and provide an explanation for the designation of the information as trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

APPENDIX B

Terms and Conditions

1. **Governing Laws and Courts:** The validity, construction and enforceability of this RFP and any resulting contract shall be determined in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws principles. Any action or litigation under this RFP or resulting contract shall be brought exclusively in the Circuit Court of Rappahannock County, Virginia ("County"). Both parties consent to the personal jurisdiction of the Commonwealth of Virginia. The Consultant shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Purchasing Agent:** The Rappahannock County Public Library Board of Trustees ("Board") has designated the Library Director as the Purchasing Agent and vests all necessary power and authority to act on behalf of the Board with respect to purchases. Uses of the term "Purchasing Agent" and "Library Director" are interchangeable as used herein.
3. **Ethics in Public Contracting:** By submitting its proposal, offeror certifies its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub contractor in connection with its proposal, and it has 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.
4. **Debarment Status:** By submitting its proposal, offeror certifies it currently is not debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently debarred.
5. **Payment:** A. Payment terms shall be net 45 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Payment terms may be considered in determining the low offer for informal proposal programs. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
6. **Availability of Funds:** It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the County's Board of Supervisors for the purpose of this RFP, reference § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this proposal that the Board shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the Board.
7. **Late Proposals:** To be considered for selection, proposals must be received by the Library Director's office by the designated date and hour. The official time used in the receipt of proposals is that time on the telephone system in the Library. Proposals received in the Library Director's office after the date and hour designated are automatically non-responsive and will not be considered or opened. The County is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or systems relied upon by the offeror. It is the sole responsibility of the offeror to ensure that its proposal reaches the Library Director's office by the designated date and hour. If the Library is closed for business at the time scheduled for the receipt of proposals, the proposals will be accepted on the next business day of the Library, at the originally scheduled hour.
8. **Qualification of Offerors:** The Purchasing Agent and Board 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 Purchasing Agent all such information and data for this purpose as may be requested. The Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The Board reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Agent further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Agent 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.
9. **Additional Information:** The Board reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Agent deems desirable. By submitting an offer, offeror certifies it understands the terms and conditions, and if awarded a contract as a result of this solicitation, it will comply with the terms and conditions. A violation of any of the terms and conditions of this RFP may be a breach of contract and can result in default action being taken by the Board.

10. **Award Notices:** Awards or Decision's to Award will be posted on the public posting board at the Library, reference § 2.2-4360, *Code of Virginia*. It may also be posted on the Library website.
11. **Protest of Award or Decision to Award:** Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten days by instituting legal action as provided in § 2.2-4364 of the *Code of Virginia*.
12. **Assignment of Contract:** The resulting contract shall not be assignable in whole or in part without the Board's prior written consent.
13. **Default:** In case of failure to deliver goods or services in accordance with the terms and conditions of the contract, the Purchasing Agent, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Board may have under law.
14. **Taxes, Fees and Surcharges:** Sales to the Library Board of Trustees of Rappahannock County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001553**. Additionally, no additional fees or surcharges may be passed to the Board. This includes, but is not limited to any type of fuel surcharge.
15. **Cancellation of Contract:** The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty whatsoever and without liability whatsoever for lost profit or economic damages, upon 60 days written notice to offeror. Any contract cancellation notice shall not relieve offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. The Board will pay only for work duly in progress before cancellation and otherwise acceptable under this Agreement.
16. **Contractual Disputes:** In accordance with § 2.2-4363 of the *Code of Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the Board, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Consultant may then appeal the Purchasing Agent's decision to President of the Board, whom shall render a final decision within forty-five (45) days.
17. **Compliance with Law:** During the term of this Agreement, offeror agrees to comply with and will continue to comply with all federal, state, and local laws, regulations and ordinances.
18. **Indemnification:** Offeror agrees to indemnify, defend and hold harmless the County's Board of Supervisors, and the County's officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by offeror, any services of any kind or nature furnished by offeror, provided that such liability is not attributable to the sole negligence of the Board or to failure of the Board to use the materials, goods, or equipment in the manner described by offeror on the materials, goods or equipment delivered.
19. **Independent Consultant:** Offeror shall not be an employee of the County or the Board, but shall be an independent consultant. Nothing in this RFP shall be construed as authority for offeror to make commitments, which shall bind the Board or to otherwise act on behalf of the Board, except as the Board may expressly authorize in writing.
20. **Final Decision:** The offeror agrees that the decisions of the Board and/or its designee (the Purchasing Agent) is final and shall hold the Board, their directors, employees, consultants, and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions.
21. **Questions:** Questions about the RFP are to be submitted in writing, referencing the RFP number, to the Purchasing Agent listed on the front cover page of the solicitation. Request for additional information or interpretations on instructions may also be addressed. The Board urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than five (5) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by Purchasing Agent shall become part of the RFP and may be made part of the contract documents. Addenda will also be posted on the Library public bulletin board and may also be posted on the Library website. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum canceling or postponing the solicitation due date may be issued at any time prior to the receipt of offers. It is the offeror's sole responsibility to ensure it has obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.

22. **Silence of Specifications:** The apparent silence of this RFP as to any detail or the omission from the scope of services of a detailed description concerning any point shall be regarded as meaning that only the best commercial and professional practices are to prevail and correct type, size and design are to be used. All interpretations of this document shall be made on the basis of this statement.

23. **Anti-Discrimination:** By submitting their proposals, offeror certifies it 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 (§ 2.2-4343.1E, Code of Virginia). In every contract over \$10,000 the provisions in "a" and "b" below apply:

a. During the performance of this contract, the Contractor agrees as follows:

1. 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.

2. 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.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

b. The Contractor will include the provisions of "1" above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.

24. **Immigration Reform and Control Act of 1986:** By submitting their proposal, offeror certifies that it does not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, as amended (§ 2.2-4311.1 Code of Virginia).

25. **Antitrust:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Rappahannock all rights, title and interest in and to all causes of 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 County of Rappahannock under said contract.

26. **Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in 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. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

27. **Supremacy Clause:** Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the Board's Request for Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.

28. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

29. **Insurance:** By signing and submitting a bid under this solicitation, the offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. 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 coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation, or as the Purchasing Agent assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits:

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. Employer's Liability - \$100,000.

c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage, and professional negligence and errors and omissions coverage. The County of Rappahannock must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - \$1,000,000 – per occurrence. (If motor vehicle is to be used in the contract.)

30. Ownership of Materials: All documents, including investigation studies, tracings, drawings, estimates, field notes and other working documents as instruments of service are the property of the Board, and the Board may use any or all of said items at any time, either in connection with the project to which they are applicable or in connection with any future or additional project, whether or not owned or to be owned by the Board, or for any other purpose for which the Board may wish to use said items; provided, however, that the ownership of said items by the Board and the unlimited freedom to use them for any purpose in the future shall not deprive the Consultant of the right to use the plans and the design concepts therein embodied for any purpose within Consultant's discretion in the future. During the performance of the services herein provided, the Consultant shall be responsible for any loss or damage to the documents, data or other pertinent information while in Consultant's possession, and any such loss or damage shall be restored at Consultant's expense. All documents shall strictly conform to all laws, statutes and ordinances, all applicable rules and regulations, and the methods and procedures of all government boards, bureaus or agencies having jurisdiction over the Consultant's services.