

## Service Provider Request for Qualifications (RFQ)

The Economic Development Authority (the “EDA”) of the City of Norfolk (the “City”) is soliciting qualifications for Service Providers to provide small business technical assistance for the Norfolk Small Business Technical Assistance Clinic (the “Program”). The purpose of the Program is to provide contextual technical assistance to Black and Latinx microbusinesses in Norfolk, VA to complement and compound the impact of funding received from Norfolk’s Capital Access Program and the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

This Request for Qualifications specifically seeks qualifications from service providers and independent contractors specializing in the following fields:

- Branding & Marketing
  - Digital marketers
  - Content creators
  - Brand strategists
- Accounting
  - Bookkeepers
  - Tax preparers
  - CPAs
- Website Development & E-Commerce
  - Programmers
- Business Consulting
  - Sales
  - Operations
  - Business models
  - Management coaches

It is the sole intent of this Request for Qualifications to develop a list, valid for approximately 1 year with the possibility of renewal for up to 3 years, of pre-qualified technical assistance Service Providers (“Service Providers”) who are interested and willing to work with business owners participating in the program stewarded by the EDA and staffed by the Economic Development Department of the City.

Inclusion on the list of pre-qualified Service Providers does not ensure that a Service Provider will be selected by a business owner to contract for professional services. If selected as a result of this Request for Qualifications, the service period will be approximately 12 months from the date of notification of approval with an expiration date of April 30, 2022, with the possibility of renewal for up to 3 years.

Due Date: This RFQ will remain open through close of business - **April 16, 2021**

Requesting Agency:  
Economic Development Authority of the City of Norfolk  
999 Waterside Drive Suite 2430  
Norfolk, VA 23510

Responses and questions are to be submitted electronically via email to:  
[DEV-SmallBusiness@norfolk.gov](mailto:DEV-SmallBusiness@norfolk.gov)

All questions will be addressed in an updated FAQ document and posted on our website.

## **OVERVIEW OF PROGRAM OBJECTIVE AND PROCESS**

The Program will work exclusively with Black and Latinx Norfolk microenterprises (0-5 employees). These business owners (the “Participants”) pre-qualified for the Program as previous awardees of the Capital Access Program (CAP) and/or Coronavirus Relief Fund (CORE) grant programs. The Program employs a process to select participating businesses then matches those Participants with the funding and technical assistance they require. The goal of this Request for Qualifications is to build a roster of Service Providers that will deliver technical assistance to the Program’s Participants.

### **Participant and Service Providers Matching Process:**

- The Program will create a list of Service Providers and determine technical assistance needs of Participants via a Business Operational Health Assessment. The health assessment will include four focus areas: Branding & Marketing, Accounting, Website Development & E-Commerce and Business Consulting. Each question and response will have a corresponding point value.
- Based on the results, the Program Manager will provide the Participants with a menu of pre-qualified Service Providers. However, the Program will not recommend or endorse any one Service Provider or mandate a Participant use one of the Service Providers. The Participant will be granted award funds pursuant to a contract/agreement with the EDA. The Participant will then be able to connect with the Service Provider(s) of their choice under the designated service offering or with another service provider acceptable to the EDA.
- The Participant and Service Provider will be responsible for scoping the services to be delivered based on individual needs of the Participant. Each Service Provider will be responsible for documentation of the hours and services provided to Participants based on the agreed upon scope of services.
- Upon completion of the services, the Service Provider will generate an invoice in the Participant’s name for the full cost of services. The contract is between the Participant and the Service Provider, not between the EDA and the Service Provider.

Note: In general, a business cannot be a Service Provider AND a Program awardee. If a past Program awardee is interested in becoming a Service Provider, these cases can be reviewed on a case-by-case basis, based on The Rockefeller Foundation (TRF) and EDA conflict of interest policies.

All interested firms must be a legally established business for at least a two (2) year period at the time of service delivery and must be in good standing with the City of Norfolk, IRS and state government. Businesses in operation for a period of less than two (2) years at the time of application are welcome to apply; however, these businesses will be evaluated on a case-by-case basis, subject to extenuating factors.

The Service Providers are not required to be located in Norfolk, however, each Service Provider must be able to meet in person with Participants or provide virtual sessions. The Program will contact references supplied by each prospective Service Provider and conduct a debarment verification.

The Program may disqualify any Service Provider if it determines, in its sole discretion, that a Service Provider is not responsive to the requirements of this Request for Qualifications, including without limitation an inability or unwillingness to comply with the terms herein.

The applications received will be evaluated and ranked according to the following criteria:

- Experience & Qualifications (40%)
- Scope / Cost of Services (20%)
- Onboarding & Process (25%)
- Demographic [Hampton Roads MSA-based, Minority and/or Woman Owned] (15%)

### **REQUEST FOR QUALIFICATIONS SUBMISSION REQUIREMENTS**

The following information must be submitted in response to this Request for Qualifications:

- Cover Sheet. Identify the categories that best describe the services you provide:
  - Firm name and contact information: address, telephone number, e-mail and website.
  - Individual point of contact for this RFQ: name, title, telephone number and email address.
  - Service Category (Accounting, Branding & Marketing, Website Development & E-Commerce, Business Consulting)
- Business Profile. Provide a brief description of the Service Provider's general capabilities by including the following information:
  - Business entity information including legal and assumed names of the business, address of the business headquarters, organizational structure (e.g., sole proprietorship, corporation, etc.), length of time the business has been in operation and total number of professional and clerical staff. Please also include your Employment Identification Number (EIN) and D-U-N-S number (if applicable).
  - Core mission and competencies including the business' mission statement or values, brief history and description of the business, primary products or services offered and primary industries served.
- Business Experience. Provide a brief demonstration of the Service Provider's experience by including the following information:
  - Three case examples of experience serving small businesses with references. Each case study should include a summary of services, total contract value of services delivered, and reference contact information including name, address, telephone number and email.
- Personnel and Organization. Provide a description of the Service Provider's personnel and proposed organization to provide services under this solicitation by providing the following information:
  - Identify the persons who will be primarily responsible for providing service. Listing of staff that will participate in the day-to-day provision of services.

- Staff qualifications. Provide a brief resume for each person proposed to work on the project, including any professional certifications.
- Local availability and capacity. Provide a statement of the Service Provider’s local availability and capacity to serve businesses located in Norfolk. If the Service Provider is not located in Hampton Roads region, give specifics as to how the requisite accessibility will be provided and charged.
- Intake and Onboarding Process. Please detail your process for onboarding new clients. Include any intake forms, questionnaires, SOPs or other tools used to evaluate the client’s needs.
- Fees and Expenses. Please propose a scope of services package (not to exceed \$1,000 per Participant) for deliverables including but not limited to the following:
  - Accounting
    - Projections, profit and loss statements, income statement, balance sheet, cash flow statement, tax preparation, etc.
  - Branding & Marketing
    - Search engine optimization (SEO), content creation, Google Analytics, social media marketing and promotion, etc.
  - Website Development & E-Commerce
    - Website creation and hosting, online stores, payment processing, etc.
  - Business Consulting
    - Business plan writing, inventory management, resource management, process improvement, leadership development, etc.
- Other – Provide Affidavits and Statements on Service Provider letterhead attesting to the following:
  - “Statement of Avoidance of Personal and Organizational Conflicts of Interest.”
  - Statement and/or evidence that the Service Provider and its proposed sub-consultants have or will obtain City Human Resources Department (HRD) Affirmative Action Clearances.
  - Service Provider “Statement of Non-Collusion and/or Conflict of Interest” that all the prices and information in the Proposal were independently obtained and were not disclosed prior to the award of a contract, and the Service Provider will not and has not induced any other person or firm to submit, or not to submit a proposal.

### **Program Administration**

The EDA anticipates each Service Provider will enter into a contract with the Participant, if the Service Provider is selected by a Participant. Such agreement will be subject to an approved scope of work and compliance with all program processes and policies.

The Service Provider understands that responding to this RFQ does not constitute an offer or a contract with the EDA or any Participant. An official contract or agreement is not binding until executed by the Participant and the Service Provider.

The EDA reserves the right to reject all proposals, to abandon the project, or to re-advertise for and solicit other proposals. The EDA reserves the right to request clarification on information submitted and request additional information of more than one Service Provider. The EDA may, in its discretion, waive any informalities and irregularities contained in the proposal or in the manner of its submittal. The EDA further reserves the right to negotiate any and all terms of the proposal before compiling the list of

prequalified Service Providers. Participants will select, and engage the services of, their own Service Provider. The EDA has no obligation to any Service Provider whether under contract with a Participant or not.

### **Development Costs**

Neither the EDA nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFQ. Service Providers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of the Service Provider's ability to meet the requirements of the RFQ.

Services to Participants that **will not** be reimbursed by the EDA for:

- Application fees
- Printing cost for collateral
- Merchandise
- Registration or permit fees
- Website host fee

### **Insurance**

The Service Provider, if awarded a contract by a Participant, shall, during the performance of the services under the contract, maintain insurance coverage reflecting the minimum amounts and conditions specified herein (which shall be deemed incorporated by reference in the contract), in addition to those which are set forth in the final contract, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Virginia. Misrepresentation of any material fact, whether intentional or not, regarding the Service Provider's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and termination of any contract entered into with a Participant. To the extent obtainable, the policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the Participant and the EDA. Such policies other than Workers' Compensation and Employers' Liability shall name the Participant and the "City of Norfolk" and "Economic Development Authority of the City of Norfolk" as additional insureds, and shall state that the Service Provider's insurance is primary, with respect to the Participant, the City of Norfolk, and the EDA as additional insureds, and not excess over any insurance already carried by the Participant, the City of Norfolk, and the EDA.

Where required by law, Workers' Compensation insurance which meets Virginia statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. This insurance shall be kept in force and effect until receipt of final payment by the Service Provider. Commercial General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence for property damage and shall cover indemnification claims.

Unless otherwise approved by the EDA, Professional Liability (errors and omissions) insurance with minimum limits of \$1,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the Service Provider. The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under the agreement with the Participant.

Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Virginia No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Service Provider. If the subcontractors used by the Service Provider do not have insurance, or do not meet the insurance limits, Service Provider shall indemnify and hold harmless the Participant and the EDA from any claim in excess of proceeds received from the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Service Provider shall not commence work until all insurance required as stated herein has been obtained and such insurance has been approved by the EDA.

### **Indemnification/Hold Harmless Agreement**

Service Provider shall, to the fullest extent permitted by law, in addition to any other obligation to indemnify the Participant and the EDA under the contract or law, indemnify, defend, and hold harmless the Participant, the EDA, the City, and their respective agents, officers, owners, elected officials and employees, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the Participant, the EDA, or the City arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Service Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (c) liens, claims or actions made by the Service Provider or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar; or (d) any misrepresentation by or any failure by the Service Provider, or any of its subcontractors to perform its obligations, either implied or expressed, under the agreement with the Participant.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. All expenses, including attorney's fees, incurred by the Participant or the EDA in enforcing this provision shall be borne by the Service Provider.

### **No Collusion**

By submitting a proposal in response to this RFQ, the Service Provider certifies the it has not divulged to, discussed or compared the proposal with other Service Providers and has not colluded with any other Service Providers or competitive parties. Also, Service Provider certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices and/or cost data with any other Service Provider or with any competitor.

No prices and/or cost data quoted in the proposal has been knowingly disclosed by the Service Provider, and will not knowingly be disclosed by the Service Provider, to any competitor.

No attempt has been made or will be made by the Service Provider to induce any other person or company to submit or not to submit a competitive proposal.

The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered into.

No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

### **Conflict of Interest**

The Service Provider shall provide an affirmative statement that listing the Service Provider as an EDA prequalified Service Provider will not result in any conflict of interest or potential conflict with the EDA. If any conflict or potential conflict exists, the nature of the potential conflict and any proposed resolution of such conflict shall be disclosed in writing immediately.