

REQUEST FOR PROPOSAL (RFP)



Issue Date: February 14, 2022

RFP# 22-88

Title: OUTSOURCING ONESTY FAMILY AQUATIC CENTER

Department and/or Location Where Work Will Be Performed: Parks and Recreation, Onesty Family Aquatic Center at Meade Park, 300 Meade Avenue, Charlottesville, Virginia

Period Of Contract: From Contract shall be for two (2) years from the date of ratified contract with the option to renew under the terms of the original agreement for up to three (3) additional one year terms if agreed upon in writing by both parties.

Sealed Proposals Will Be Received Until 2:00 p.m. local prevailing time on March 15, 2022. Proposals received after the announced time and date for receipt will not be considered. **No telephoned, faxed, or emailed proposals will be considered.**

Due to restrictions surrounding the COVID-19 pandemic, public access to City facilities is currently prohibited. The City is still receiving and accepting deliveries from shipping services such as USPS, FedEx and UPS. The mailing (utilizing contracted shipping services) of proposals/bids is preferred, but if a proposal/bid is hand delivered by the Offeror/Bidder, it may ONLY be hand delivered on March 15, 2022 at 325 4TH STREET NW, CHARLOTTESVILLE, VA 22903 between the hours of 1:00-2:00 PM (local prevailing time). ALL HAND DELIVERED PROPOSALS/BIDS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 2:00 PM on March 15, 2022 at 325 4TH STREET NW, CHARLOTTESVILLE, VA 22903 (local prevailing time). Proposals/bids will not be accepted at any other building access location. Proposals/bids will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror/Bidder to ensure timely and correct delivery of their proposal/bid regardless of the chosen delivery method. While on City property, Offerors/Bidders are expected to adhere to the City's masking requirements and social distancing rules.

The face of the envelope or shipping container should be clearly marked in the lower left hand corner as follows:

RFP# 22-88
TITLE: OUTSOURCING ONESTY FAMILY AQUATIC CENTER
PROPOSALS DUE: March 15, 2022

All Inquiries For Information Should Submitted in Writing and Be Directed To: Vernice Grooms, CPPB, VCO, VCA Procurement Manager, at purchasing@charlottesville.gov.

IF PROPOSALS ARE HAND DELIVERED OR MAILED SEND DIRECTLY TO ADDRESS SHOWN BELOW:

City of Charlottesville, Procurement & Risk Management Division, 325 4th St, NW Charlottesville, VA 22903

OFFERORS HAND DELIVERING PROPOSALS CAN OBTAIN A MAP SHOWING THE CITY VISITOR PARKING LOCATION, ON THE CITY'S WEBSITE AT: WWW.CHARLOTTESVILLE.GOV/PURCHASING, (CLICK ON [CITY YARD MAP \(PDF\)](#) TO OBTAIN A MAP).

TO RECEIVE A COMPLETE BID PACKAGE,
PLEASE VISIT OUR WEBPAGE AT
WWW.CHARLOTTESVILLE.GOV/PURCHASING
AND CLICK ON BIDS AND PROPOSALS.

PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on March 1, 2022 at 10:00 AM at Onesty Family Aquatic Center. Attendance is not mandatory but is strongly recommended.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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Be advised that some of the content in the associated pages may not be posted in an accessible format for screen readers due to the length, complexity and technical nature; however, accommodations will be made upon request by calling 434-970-3860 or submitting an email request to purchasing@charlottesville.gov.

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals for the outsourcing of services at the Onesty Fitness Aquatic Center (OFAC) located at Meade Park. The intent is that any contract awarded as a result of this solicitation be scalable and usable by the City for the various services necessary to maintain, operate and manage the facility throughout the duration of the contract period. Concession operations are NOT included in this RFP.
- II. **MINORITY BUSINESS PROGRAM:** As part of the City of Charlottesville's Minority Business Program, the City of Charlottesville encourages the participation of small, women, minority, veteran and micro-owned businesses (SWaM-O) in the City's procurement transactions. In order to support and build up the capacity of SWaM-O businesses, City Council and staff have taken steps to push forward policy changes and initiatives to help reduce barriers to doing business with the City. To find out more about the current City of Charlottesville initiatives and programs please visit the Minority Business Program website at <https://www.charlottesville.gov/718/Minority-Business-Program>.
- III. **BACKGROUND:** The OFAC begins operation Memorial Day weekend and close at the end of business on Labor Day. The outdoor pool operates from 8:15am – 10:45am, Monday-Thursday, for swim lessons and 11:00am – 7:00pm daily for open public swim. Historically, the facility has been closed for open public swim on Wednesdays for routine cleaning/maintenance. Information about OFAC at Meade Park:
 - Capacity 225 participants
 - Lap lanes – 3 x 25 yards
 - Wading area – 0 to 3.5 ft. deep
 - Interactive water feature
 - 12 ft. diving well with diving board
 - Spiral Slide in 3 ½ ft area
 - Barrel crossing section with cargo net
 - Current channel
 - Women's locker room including dressing area, benches, showers, toilets, sinks, equipped with handicap accessories, baby changing station
 - Men's locker room including dressing area, benches, showers, toilets, sinks, equipped with handicap accessories, baby changing station
 - Picnic tables available on pool deck
- IV. **STATEMENT OF NEEDS:** The contractor shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the contractor of the work and services that are the subject of the contract.

The contractor will report to the Director of Parks and Recreation, or designee, who will oversee the contractor's work and provide guidance through periodic consultations and discussions. The Director of Parks and Recreation is responsible for contract administration duties in managing the awarded contract and the associated budget.

The contractor will be responsible for all necessary permits and licenses required in carrying out such services.

The City is not soliciting **construction services** as defined by the Code of Virginia and regulated by the Department of Professional and Occupational Regulation (DPOR). Offerors should familiarize themselves with the Commonwealth of Virginia requirements related to providing construction services. If an offeror determines that there are services being requested within this solicitation that fall under the definition of construction services notify the City in writing.

The contractor shall not make any changes in the physical characteristics of any area of the facility or the modification of any portion of the facility.

Construction is defined by the Code of Virginia as:

"Construction" means building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.

<https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4301/>

Department of Professional and Occupational Regulation (DPOR):

<https://www.dpor.virginia.gov/sites/default/files//Boards/Contractors/A501-27REGS.pdf>

Primary Objectives

1. Safety: Ensure the highest level of safety is maintained in the pool, pool deck and surrounding areas for participants and spectators.

2. Customer Service: Provide exceptional customer service and a commitment to excellence at the OFAC.
3. Maintenance: Provide daily operational maintenance and ensure proper water quality of OFAC.
4. Staffing: Provide facility managers, maintenance staff, customer service staff and temporary lifeguards to safely operate.

Professional Operations, Maintenance, and Management Minimum Criteria

1. The offeror must demonstrate expertise in operations, maintenance and management of recreational and competitive aquatic facilities as per these specifications. The offeror shall provide, as part of their proposal, a list of all contracts pursuant to which it has provided professional maintenance and management of recreations and competitive aquatic facilities. Contracts/experience in the lease or contract management of aquatic facilities, where such contracts include the provision of professional recreational and competitive aquatic facilities maintenance services, will be considered as fulfilling the experience requirements.
2. The offeror should have a minimum of three (3) years of experience in the successful execution of operations, maintenance and management contracts at recreational and competitive aquatic facilities.
3. Provide demonstrated experience in having operated multiple aquatic operations and facilities. Offer must demonstrate effective management and staffing of three (3) aquatic complexes where services provided include operations, maintenance, and/or programming, at least one (1) aquatic complex should be a municipal public facility. Include company names, contact names, addresses, email addresses and telephone numbers.

Specific Operations, Maintenance, and Management Tasks and Facility Maintenance Provisions

- Provide seasonal management services for the OFAC. Conduct day-to-day operation of OFAC and all activities therein, subject to policies and guidelines of the City.
- Regulate and maintain a positive controlled environment and provide for the enforcement of all rules and regulations in accordance with City and state laws.
- Assist with identification associated with any Capital Improvements or Capital Equipment.
- Develop a written Emergency Action Plan which is updated at least annually that includes:
 - a. Life Threatening and Non-Life Threatening Land and Water Emergencies
 - b. Emergency Weather Plan
 - c. Accident Injury Reporting Procedures
 - d. Fire Procedures
 - e. Active Attacker Actions
 - f. Infectious Disease and Social Distancing Standards which will be updated as standards and best practice requirements change by the office of the Virginia Occupational Safety and Health and the Virginia Department of Public Health.
- Be responsible for collection and accounting of all revenues in a timely manner.
- Employ, supervise, and direct employees, including but not limited to onboarding, training, scheduling and terminations of their employees.
 - a. The City shall have the right to request replacement of any of the contractor's employees whose conduct, character, or performance is not in the best interest of the City.
- The Contractor shall obtain criminal history checks through the Virginia State Police on all contract personnel working on City property. The Contractor shall provide a letter certifying that all personnel have criminal records free of felony convictions, or convictions for any crime related to sexual abuse, crimes against minors or theft of property, prior to the each individual's beginning work on City property.
- Make recommendations and take proactive measures with their staff for custodial care with an emphasis on hygienic cleanliness and facility maintenance, equipment, filters, and surrounding areas, to include parking lots, grounds, and amenities.
- Provide all necessary bathroom paper products and supplies that meet Green Seal Standards (i.e. paper towels, toilet paper, and hand soap) as well as basic facility cleaning supplies.

- Provide the following services prior to opening the pool for operation.
 - a. Vacuum pool (at minimum once a week)
 - b. Clean pool office area
 - c. Inspect chemical feeders
 - d. Inspect all filtration equipment
 - e. Inspect flow meters, pressure gauges, and valves
 - f. Mount guard chairs, and ladders
 - g. Clean bathrooms
 - h. Order, store and inject all necessary chemicals to establish proper levels for: free chlorine, total alkalinity, pH, calcium hardness, and conditioner
 - i. Set out and pressure wash deck furniture
 - j. Start up pool equipment (i.e. turning on of filtration system and subsequent features, etc.)
 - k. Perform minor requisite repair work as needed and authorized by the City. Minor repairs are defined as items such as replacement of motor/pump seals, replace chlorinator parts, replace chemical feed sensors, etc. Repair parts will be invoiced to the City at the Contractor's actual cost. **Mark – ups are not permissible, no exceptions as per the code of Virginia 2.2-4332.** Submission of cost verification documentation with the invoice is required for individual repair parts and materials. Written authorization by the City is required prior to commencement of any repair.

Additional Non-Construction relates services:

The City may require additional non-construction services not specifically listed that are directly related to the maintenance of the facility to maintain the parking lots, grounds, and amenities. The City requests that the offeror detail in their proposal any additional non-construction services they can provide during the tenure of the contract.

Access and Utilities

The City will permit and maintain free access to the pool site to the contractor. The City will provide four (4) sets of keys to the contractor to open any and all locks required to operate the pool. The contractor shall keep and safeguard keys and only release keys to authorized personnel. Keys shall be returned to City in the event of termination of the contract. The contractor shall have access to the following:

- a. Water
- b. Electricity
- c. 110 volt electric outlet in pump room
- d. Garbage pick-up service
- e. Lifeguard stands, rescue tubes, spinal backboard, and umbrellas for lifeguard stands
- f. Landline telephone with capabilities of making local calls operational from April 15, through the end of the pool season
- g. Equipment to operate pool required by local county health department codes
- h. Complete written copy of pool rules to be provided to the contractor thirty (30) days prior to opening day
- i. Any other equipment or services necessary to render the pool facility compliant with industry standards according to any regulatory bodies with authority over the pool facility including, but not limited to, OSHA or the local health department.

V. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP (“Proposal”).
 - a. One (1) printed version original marked “*Original*” **and** five (5) copies of each Proposal shall be transmitted to the City, along with an electronic copy of the proposal on CD. **The City will accept flash drives or USB sticks.** The proposal should be formatted either in Microsoft Word or PDF.
 - b. In addition, should the proposal contain proprietary information, submit one (1) redacted printed version with proprietary portions removed or blacked out marked “*Redacted Copy*” along with an electronic copy on CD either in Microsoft Word or PDF format of same. **The City will accept flash drives or USB sticks.**

These items must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the Offeror.

Proposals must be submitted by the date and time stated in the solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror to ensure timely and correct delivery of proposal.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror.
- b. Each Proposal must be and remain valid for a period of at least sixty (60) days from the date set by this RFP for receipt of proposals.
- c. All information requested or required by this RFP must be submitted. Failure to submit all information requested may affect the overall rating of the Offeror's proposal
- d. Proposals should be prepared simply, providing a clear, straightforward, concise description of the Offeror's qualifications and suitability to provide the required services, and of the Offeror's capabilities, in all respects, to perform fully the requirements of this RFP, and the Offeror's integrity and reliability that will assure good faith performance of the Project requirements.
- e. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-paragraph, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals not organized in this manner may receive a lower score if evaluators are unable to find where the proposal specifically addresses the RFP requirements.
- f. As used in this RFP, the terms "must", "will" and "shall" identify mandatory requirements. Items labeled as "should" or "may" are highly desirable, and are preferred. Depending on the overall quality and completeness of a Proposal, inability of an Offeror to satisfy a "must", "will" or "shall" requirement may not automatically remove that Offeror from consideration; however, it may affect the overall rating of the Offerors' proposal.
- g. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- h. All proceedings, records, contracts and other records relating to this procurement transaction shall be open to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. Offerors, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of a contract by the City.

- i. All costs of proposal preparation and presentation shall be borne by each offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.
- B. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the City may properly evaluate the offerors capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. **Section 1 – Methodology/Specific Plan:** Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria.

Provide a specific plan for providing the service including all of the items addressed in the Statement of Needs:

- What, when and how the service will be performed, include but not limited to the following:
 - a. Proposed timeframe for pre and post-season inventory/walkthroughs
 - b. Hours of operation
 - c. Staffing levels and zones of coverage
 - d. Programming offered
 - e. Preventative maintenance schedule
 - f. Ticketing and admissions system (pricing or fee schedule admissions). Daily admission fees with resident and non-resident fee structure is encouraged as well as a pool pass option.
 - List of proposed equipment/goods/etc., including operational parameters, illustrations, etc.
 - Process for reimbursement to the City anytime OFAC is closed for over two (2) consecutive operational days for reasons to include but are not limited to inadequate staffing, mechanical failure, chemical issues, etc.
 - Plan to utilize small businesses and businesses owned by women and minorities and service disabled veterans to encourage their participation in the City's procurement activities. Complete and submit **Attachment I - Small, Women, Minority and Veteran-Owned Business Objectives.**
2. **Section 2 – Experience:** A written narrative statement to include:
 - Experience in providing the services described herein.
 - Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants (if known).
 - The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed within the timeframe designated. The offeror must provide assurance that the continuity of the consulting team will be maintained and not changed without prior approval of the City.
 - Provide a list of references/contracts (current or expired) for the services described herein. Contracts for construction, capital improvements or repairs on aquatic facilities will not be considered as fulfilling the experience requirements. The list should include: aquatic facility names, dates for which the contracts were held, addresses and contact phone numbers of persons to whom the contractor reported. The City may contact some or all of the persons identified on the list to discuss the offeror's experience, qualifications and performance record. **Complete and Submit Attachment E - Offeror Data Sheet.**
 - Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation

Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Complete and submit **Attachment D – State Corporation Commission Form**.

3. Section 3 – Proposed Price and Payment Terms: Submit a detailed price proposal which includes any and all costs associated with providing the service to include but not limited to: ongoing maintenance cost; supplies and use cost; anticipated energy savings; or other influencing factors. Specify the additional services your firm is willing to provide to the City and the associated pricing structure. Include a summary on your ability to control costs.
 - Proposal should clearly state payment terms desired, such as Net 30 days. Such terms as proposed shall be negotiable.
 - Proposal should clearly state payment schedule desired, i.e., monthly, quarterly, etc. In addition, specify when invoices will be submitted, i.e., by the 10th of the month following the month services were rendered, etc. Such schedule as proposed shall be negotiable.
4. Section 4 – Potential Risks:
 - Detailed description of the potential risk to the City and how the proposed solution will mitigate risks.
5. Section 5 – Alternative Suggestions:
 - Detailed description of any alternative suggestions that the offeror might have to save time and/or money for the City.
6. Section 6 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
 - Attachment C – Signature Sheet
 - Attachment D – State Corporation Commission Form
 - Attachment F – Certification of No Collusion
 - Attachment G – Proprietary/Confidential Information Identification
 - Attachment H – Small, Women, Minority, Micro, employment services organizations, and Veteran-Owned Business Objectives
 - Insurance: See General Terms and Conditions Section. Insurance for coverages and limits required by the City.

VI. EVALUATION AND AWARD CRITERIA: This section is in two (2) parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the City of Charlottesville using the following criteria:
 1. Specific plans or methodology to be used to perform the services. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with City goals, objectives and standards. This should be addressed in *Section 1 – Methodology/Specific Plan* portion of the proposal. Weight: 30%
 2. Qualifications and Experience. This should be addressed in *Section 2 – Experience* portion of the proposal. Weight: 25%
 3. Price. This should be addressed in *Section 3 – Proposed Price and Payment Terms* portion of the proposal. Weight: 25%
 4. Potential Risks. This should be addressed in *Section 4 – Potential Risks* portion of the proposal. Weight: 10%

5. **Alternative Suggestions.** This should be addressed in *Section 5 – Alternative Suggestions* portion of the proposal. Weight: 10%

B. **AWARD OF CONTRACT:** The selection process shall be as per § 2.2-4302.2. of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City Manager or Purchasing Agent shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the City Manager or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

VII. **REPORTING AND DELIVERY INSTRUCTIONS:**

A. Within fourteen (14) calendar days after the award date of the contract, the contractor shall furnish a copy of their Emergency Action Plan to the Director of Parks and Recreation. An updated version of the plan shall be furnished to the Director of Parks and Recreation annually within thirty (30) calendar days prior to the opening of the pool.

B. The contractor shall provide comprehensive weekly progress reports to the Director of Parks and Recreation, or designee which contains the following information:

1. Facility related issues (i.e. patron complaints, pump room/water feature issues, safety concerns)
2. Water Quality Report to include chlorine, pH, calcium hardness, alkalinity and total dissolved solids

All reports should be submitted in .PDF format within three (3) days of the completion of the work week to be defined by the offeror.

C. The contractor shall provide monthly progress reports to the Director of Parks and Recreation, or designee, which contains the following information:

1. Patron attendance
2. Expenditures and revenues

D. The contractor shall provide written reports on equipment and pool safety checks, water quality tests, life expectancy of equipment, and inventory of supplies as requested by the City.

E. The contractor shall make one (1) oral presentation at the end of each season to include but not be limited to how the contractor met the primary objectives of safety, customer service, maintenance and staffing, as well as Capital Improvement recommendations, to the Director of Parks and Recreation, or designee, as deemed necessary by the City.

VIII. **PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held on March 1, 2022 at 10:00 AM at Onesty Family Aquatic Center. Attendance is not mandatory but is strongly recommended.

IX. **GENERAL TERMS AND CONDITIONS:**

A. **ANNOUNCEMENT OF AWARD:** Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the City's website at <https://www.charlottesville.gov/purchasing>.

B. **ANTI-DISCRIMINATION:** By submitting their proposals, offers certify to the City 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 Virginias with Disabilities Act, the Americans with Disabilities Act and Code of Virginia 2.2-4311, 2.2-4311.2, and 2.2-4312 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 recipients religion, religious belief, refusal to participate in a religious practice, or on the race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status

as a veteran, or disability, 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 and Code of the City of Charlottesville Chapter 2, Article XV, § 2-431).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - A. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by 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, shall state that it 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 these requirements.
 - D. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
 2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
 - D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
 - E. ANTITRUST: By entering into a contract, a contractor conveys, sells, assigns, and transfers to the City of Charlottesville 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 City of Charlottesville under said contract.
 - F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville, Virginia.
 - G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
 - H. AVAILABILITY OF FUNDS: The City's obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City's performance thereof.

- I. BID/PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- J. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non-registered vendor. Go to <https://www.charlottesville.gov/purchasing>.
- K. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- A. 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. No fixed price contract may be increased by more than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 - B. The City 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 City 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 City'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 City with all vouchers and records of expenses incurred and savings realized. The City 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 City within thirty (30) days from the date of receipt of the written order from the City. 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 or. 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 City or with the performance of the contract generally.
- L. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this solicitation must be submitted to the City representative listed on page one at purchasing@charlottesville.gov no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by the City.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.
- M. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no

circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code, or (iv) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.

- N. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.
- O. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or 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.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.
- Q. **DESIGNATED PERSONNEL:** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- R. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (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. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.
- S. **ETHICS IN PUBLIC CONTRACTING:** Per Code of Virginia, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is 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.
- T. **HEADINGS:** Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- U. **IDLING REDUCTION REQUIREMENT:** Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy can be made available to any Bidder/Offeror by submitting an email request to purchasing@charlottesville.gov.

- V. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- W. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business on the date and time set by this RFP for receipt of proposals, then proposals will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of proposals.
- X. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney's fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- Y. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors' performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City 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. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. Pollution Liability coverage is required with a minimum limit of \$1,000,000 per occurrence. Said coverage can be an extension to the General Liability policy or on a separate policy. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be operated or driven on city property while under contract.)
 1. Companies relying on use of employees' personal vehicles must provide proof of "non-owned" or "for-hire" automobile liability coverage.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A- VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Bidder shall (i) have all required insurance coverage in effect; (ii) the Bidder shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. **(See Attachment B for a Sample C.O.I. and Guide to the Acord Form)**. The Bidder shall be responsible that such coverage evidenced thereby should not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Bidder shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Bidder shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Bidder shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Bidder or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Bidder of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Bidder fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Bidder agrees to release and discharge the City of and from all liability to the Bidder, and to anyone claiming by, through or under the Bidder, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this RFP shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

Right to Revise or Reject: The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Z. **OSHA STANDARDS:** All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

AA. **OWNERSHIP OF DOCUMENTS:** All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

BB. **PAYMENT:**

A. **To Prime Contractor:**

- a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a city department of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

B. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

CC. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if the successful Offeror is a corporation, professional corporation or limited liability company, must also be authorized to do business in the Commonwealth of Virginia.

DD. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM

AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. 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.

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

FF. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

GG. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract, SEE ATTACHMENT H.**

HH. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

II. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

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

KK. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

LL. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or

manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

MM. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each bidder/offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Code of Virginia, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder/offeror is required to submit a certification that its bid/proposal, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any bidder/offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in the Code of Virginia §18.2-498.5. As part of this bid/proposal a notarized Certificate of No Collusion must be submitted with the bid/proposal.

NN. The requirements of this RFP shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

X. SPECIAL TERMS AND CONDITIONS:

A. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT/TERMINATION: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon thirty (30) days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.

C. RECORD KEEPING

In accordance with generally accepted accounting procedures, the Contractor shall maintain books and records pertaining to the funds received from the City and amounts expended by it in connection with this Agreement. The Contractor shall maintain such books and records for a period of at least five (5) years following the expiration or earlier termination of this Agreement. Upon request the City shall be entitled, at its own expense, to obtain an audit of all funds received and expended by the Contractor under this Agreement. Upon receipt of notice that the City desires an audit, the Contractor shall make its books and records available to the City and its auditor(s), and the Contractor shall cooperate with the audit.

D. RENEWAL OF CONTRACT: Contract shall be for two (2) years beginning date of ratified contract with the option to renew under the terms of the original agreement for up to three (3) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Not Seasonally Adjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. The City reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of the City.

XI. ATTACHMENTS:

- ATTACHMENT A CITY OF CHARLOTTESVILLE COVID-19 RESPONSE DOCUMENT: PROCEDURES FOR CITY STAFF AND CONTRACTOR WORK IN CITY OWNED AND MAINTAINED FACILITIES
- ATTACHMENT B SAMPLE COI AND GUIDE TO THE ACCORD FORM

ATTACHMENT C SIGNATURE SHEET
ATTACHMENT D STATE CORPORATION COMMISSION FORM
ATTACHMENT E OFFEROR DATA SHEET
ATTACHMENT F CERTIFICATION OF NO COLLUSION
ATTACHMENT G PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
ATTACHMENT H SMALL, WOMEN, MINORITY, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS
AND VETERAN-OWNED BUSINESS OBJECTIVES

City of Charlottesville COVID-19 Response Document: Procedures for City Staff and Contractor work in City Owned and Maintained Facilities

Purpose:

The purpose of this procedure is to outline the process to be taken by City of Charlottesville (“City”) staff and outside contractors during the COVID-19 healthcare pandemic. Health and Safety shall be a prime concern of the Contractor at all times. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and performing construction, including project site safety and safety precautions and programs. The City’s contract administrator or their designee will have final authority regarding the appropriateness of the Contractor’s plan and execution and will have the final decision regarding admission of Contractors to the work site.

Some City owned or maintained facilities will be temporarily and/or conditionally opened and available for site investigations and/or construction work. Based on recommendations set forth by the Centers for Disease Control (CDC), the Virginia Department of Health and the Thomas Jefferson Health District, all City staff, contractors and vendors must adhere to strict social distancing recommendations, wearing of face coverings, enhanced sanitizing procedures, and apply relevant workplace guidance and regulations from state and federal authorities including:

- CDC: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
- OSHA: <https://www.osha.gov/SLTC/covid-19/controlprevention.html#health>
- Virginia Department of Labor and Industry: <https://www.doli.virginia.gov/vosh-programs/coronavirus-covid-19-resources/>

NOTE: The Virginia Department of Labor and Industry (“DOLI”) passed its Emergency Temporary Standard for Infectious Disease Prevention related to COVID-19 on July 15: <https://www.doli.virginia.gov/wp-content/uploads/2020/07/COVID-19-Emergency-Temporary-Standard-FOR-PUBLIC-DISTRIBUTION-FINAL-7.17.2020.pdf> It includes hazard assessment, communication and training requirements, depending on the types of tasks employees perform at work. The standard became effective on July 27, 2020.

Authority & Definition

The basis of this policy is rooted in the guidance from the Centers for Disease Control (CDC) and the Virginia Department of Health (VDH) regarding transmission of COVID-19. “*Community facilities*” (e.g., schools, daycares centers, businesses) comprise most non- healthcare settings that are visited by the general public outside of a household.

Procedure:

I. Responsibilities of all persons who enter City owned or maintained facilities:

a. Practice and enforce social distancing:

- i. Increase distance between shared work spaces. When physically greeting others, avoid physical contact. (i.e. do not fist bump, shake hands, hugs, etc.)
- ii. Limit work groups to 10 individuals or less and keep at least 6 feet apart. When possible, avoid more than 1 person in the elevator at a time.
- iii. Practice and enforce social distancing with colleagues and visitors by keeping space between yourself and others. Actively monitor and ask colleagues to stay 6 feet apart if feasible.
- iv. Convert most in-person meetings to virtual meetings. Ensure in-person groups are no larger than 10 people and appropriate physical space of at least 6 feet is maintained between each individual.
- v. Increase physical workspace between employees. This includes modifying existing seating

arrangements in workspaces, break areas and conference rooms as necessary.

b. Practice preventive measures:

- i. Individuals who are sick should remain at home.
- ii. If a worker shows symptoms or indicates they may have been exposed, they must be sent home. Anyone with a temperature above 100.0 degrees Fahrenheit will not be permitted to work on City property, and if a worker is found to have developed a temperature above 100.0 degrees while working, they must leave the work site.
- iii. Hand-shaking and physical contact are prohibited. Practice cough etiquette. Cough or sneeze into your elbow or tissues. If you cough into tissues throw them in the trash **and** wash your hands immediately.
- iv. Request visitors who enter the building wash their hands or use alcohol- based hand rubs containing at least 60% alcohol upon arrival and during their visit.
- v. Wash hands frequently with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer which should be rubbed on hands until dry, about 20 seconds.
- vi. Face coverings are required to be worn by everyone in shared spaces where social distancing measures cannot be maintained.

Note: Cloth face coverings are NOT surgical masks or respirators and are not appropriate substitutes for them in workplaces where masks or respirators are recommended or required.

- vii. Refrain from talking over documents, equipment, or food items that will be distributed to others.
- viii. For certain occupied facilities, special traffic routes and restroom facilities may, or may not, be available for Staff, Contractor staff and subcontractors. Such restrictions will be detailed in solicitations for work but may be modified as conditions change. Contractors shall review and train, daily, with its employees and subcontractors regarding which foot traffic routes, restroom facilities, and areas of the facility are restricted for the Contractor staff and subcontractors.
- ix. Clean all frequently touched surfaces routinely (i.e. daily).
- x. Maintain an open line of communication with the workforce and keep them informed with the latest news and/or changes which may directly affect them.

c. Specific Responsibilities of the Outside Contractor(s) when entering City owned or maintained facilities:

In addition to the above practices, it is the responsibility of the Outside Contractor to also:

- i. Comply with existing OSHA standards (<https://www.osha.gov/SLTC/covid-19/standards.html>) as these standards apply to protecting workers from the novel coronavirus, COVID-19. The contractor is responsible to remain compliant with all applicable OSHA requirements.
- ii. The Contractor is required to implement a health screening protocol that includes both temperature monitoring and health screening questions to determine if workers are experiencing COVID-19 symptoms or (potentially) exposed to someone with COVID-19 symptoms. Results will be documented and maintained and can be audited by the City's representative at any time.
- iii. Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol- based hand rubs containing at least 60% alcohol.
- iv. Provide reminders to their staff of the importance of regular handwashing and take all precautionary measures to ensure that workers have hand washing facilities, or an alternative to prevent further spread of the virus.
- v. Ensure hand sanitizer is fully stocked in all portable restrooms.
- vi. Provide to workers, customers, and worksite visitors cloth face covers which cover the mouth and nose.
- vii. Maintain enhanced housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment.
- viii. Ensure that all safety related information (including signage) is relayed to the workers in their native

- language as to ensure that they will understand the message.
- ix. Submit the contractor's plan for responding to a COVID case in terms of worker removal from jobsite, notification, workspace cleaning, and return to work. This plan must include immediate notification of the City's contract administrator of a worker who is or has been working on City property who is suspected or who has tested positive for COVID 19. NOTE: If a COVID case involving City employees occurs in the proximity of the contractor's jobsite, the contractor will be notified.
 - x. Upon completion of work, the entire work area shall be thoroughly cleaned and disinfected with a disinfectant approved by the Environmental Protection Agency.

Thank you in advance for demonstrating community care by implementing the above prevention measures.

II. Resources:

- a. [CDC Guidance on Cleaning and Disinfecting for Community Facilities](#)
- b. [United States Environmental Protection Agency site on approved cleaners](#)

SAMPLE C.O.I. and GUIDE TO THE ACORD FORM

Explanation: The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only. Offerors are not required to submit a C.O.I or Endorsement(s) with their proposal response. Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City Endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as "additional insured".

Sample C.O.I. and Guide to the Acord Form

PRODUCER -
Insurance agency /broker who issues certificate

NAMED INSURED -
Must be legal name of contracting party.

Must include the types of insurance required by contract

POLICY FORM -
Should be "occurrence"

ADDITIONAL INSURED -
City of Charlottesville must be named and endorsed (separate document) as additional insured

POLICY EFFECTIVE DATE -
prior to or same as effective date of contract

LIMITS OF INSURANCE -
Must be the same or greater than contract requirements

POLICY NUMBER -
Must match the number on the separate endorsement document

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/01/2015		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Insurance Agency/ Broker 123 Main St., Anytown, VA 21234		CONTACT NAME: John Doe, Agent PHONE (A/C, H/O, E/O): (123)456-7890 FAX (A/C, H/O): (123)456-7890 E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company 1 NAIC # 123456 INSURER B: Insurance Company 2 567890 INSURER C: Insurance Company 3 112233 INSURER D: INSURER E: INSURER F:		
INSURED XYZ Contractor 456 South St., Anytown, VA 21234		COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
TYPE	TYPE OF INSURANCE	AGREEMENT (RISK / W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	123456	12-1-2014	12-1-2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UNRELEASABLE EXCESS LIAB	X	567890	12-1-2014	12-1-2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	X	112233	12-1-2014	12-1-2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI)	Y/N	ABC123	12-1-2014	12-1-2015	<input checked="" type="checkbox"/> YES STATE / <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - SA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim \$1,000,000 Aggregate \$1,000,000
DESCRIPTION OF OPERATIONS / ACTIVITIES / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.						
CERTIFICATE HOLDER City of Charlottesville 325 4th St. NW Charlottesville, VA 22903			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Doe, Agent</i>			

CERTIFICATE HOLDER -
Must be City of Charlottesville

SIGNATURE SHEET

RFP# 22-88

Title: OUTSOURCING ONESTY FAMILY AQUATIC CENTER

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

DBA _____

Zip Code: _____
Telephone Number: (____) _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
I have the authority to bind the corporation.

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information.

Name of Bidder/Offeror: _____

- is a corporation or other business entity with the following Virginia SCC identification number:
_____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeree in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeree's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeree's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**
- Check the following box if you have not completed any of the foregoing options but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).**

Registered Agent Information

Please specify the Registered Agent who will accept services of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes): _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

Years _____ Months _____

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____

Contact Name: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____

Contact Name: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____

Contact Name: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____

Contact Name: _____

Phone: _____ Email: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF _____

CITY/COUNTY OF _____, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

RFP#: 22-88

Trade secrets or proprietary information submitted by an offeror sh-all not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

SECTION/TITLE	PAGE NUMBER (S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE) and micro businesses (O), women-owned businesses (WBE), minority-owned businesses (MBE), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on offerors to assure that SBE, WBE, MBE and VBE businesses receive benefits from City contracts.

Complete the following information, and return this form with your proposal.

1. If you are a SBE, O, WBE, MBE, ESO or VBE, please check one or more of the following boxes:

_____ SBE _____ O _____ WBE _____ MBE _____ ESO _____ VBE

Certification #: _____ Expiration Date: _____

If certified by other than the Virginia Department of Small Business and Supplier Diversity provide the name and contact information, including phone number and website of certifying agency:

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, O, WBE, MBE, ESO or VBE, put zeros in the spaces below.

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **O** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **ESO** Dollars to be Sub-contracted \$ _____

Total **VBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, O, WBE, MBE, ESO or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____