REQUEST FOR PROPOSAL
(RFP)

Issue Date: July 28, 2022

RFP# 23-09

Title: ECONOMIC DEVELOPMENT STRATEGIC PLAN

Department and/or Location Where Work Will Be Performed: CITY OF CHARLOTTESVILLE
OFFICE OF ECONOMIC DEVELOPMENT

Sealed Proposals Will Be Received Until **2:00 p.m. local prevailing time on AUGUST 29, 2022**. Proposals received after the announced time and date for receipt will not be considered. **No telephoned, faxed, or emailed proposals will be considered.**

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

RFP# 23-09
TITLE: ECONOMIC DEVELOPMENT STRATEGIC PLAN
PROPOSALS DUE: AUGUST 29, 2022

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 AUGUST 29, 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 the due date and time. Proposals/bids will not be accepted at any other building access location. Proposals/bids will be date and time stamped upon the receipt and retained unopened in a secure location until after proposal due date. No consideration will be given to the date of postmark or any error in delivery to an incorrect address. It is the responsibility of the Offeror/Bidder to ensure the timely and correct delivery of their proposal/bid regardless of the chosen delivery method.

All Inquiries For Information Should Submitted in Writing and Be Directed To: Crystal L. Weller, CPPB, VCO, Buyer III, at purchasing@charlottesville.gov.

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

City of Charlottesville
Procurement and Risk Management Division
325 4th Street 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.

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 to establish a contract through competitive negotiation with a qualified consulting team to develop a comprehensive economic development strategic plan to guide the City's economic development activities for the next five (5) years.

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 Office of Economic Development ("OED") is the City's primary vehicle for economic development services. The OED team works to enhance Charlottesville's economy, create quality jobs, increase per capita income, and improve the quality of life for residents. Economic Development staff promotes Charlottesville as a premier location for business and regularly works with entrepreneurs and existing businesses seeking to grow in the City. Staff members provide unique assistance at the municipal level, acting as facilitators between the business community and City, state agencies, private and public sector, academia, and more. It is the intent of the team to craft business-driven strategies that enhance workforce and business development throughout Charlottesville and the region. The Office also coordinates and administers the functions of the Charlottesville Economic Development Authority ("CEDA"). CEDA issues revenue bonds for manufacturing and nonprofit projects and assists with public private partnerships.

The City of Charlottesville is an independent City, located in Central Virginia, with a population just over 50,000. Despite its constrained boundaries (10.4 square miles) the City has managed to continue to add residents making it one of the most densely populated cities in the state. Also the City is home to nearly 38,000 jobs and has experienced private sector job growth throughout the past decade. The City is anchored by strong health care and education industries, centered at the University of Virginia. In addition, the City also has an emerging technology industry with several prominent businesses ranking in the INC. 500 business list, a developing life sciences cluster and the ability to attract large venture capital investments. Charlottesville has several core retail shopping areas which typically exhibit low vacancy rates and a strong hospitality sector driven by regular business and leisure travel.

Charlottesville serves as the economic, cultural, and educational center of a multi-county region in Central Virginia. The Charlottesville Metropolitan Statistical Area has a population over 220,000 residents and employs over 115,000 workers.

IV. STATEMENT OF NEEDS: The offeror shall comply with all applicable federal, state and local laws, rules and regulations applicable to the provision and performance by the offeror of the work and services that are the subject of the contract.

The successful offeror will demonstrate sufficient experience in developing economic development strategic plans for similarly situated cities and propose a process and methodology that recognizes the uniqueness of Charlottesville and ultimately results in a plan that drives progress over the next five years.

GOALS AND OBJECTIVES:

The successful report will examine and include:

1. A full review and analysis of key demographic information and relevant economic indicators for the City, presented in context with at least 10 peer cities.

2. An analysis of existing target industry clusters and their associated workforce.

3. A review and deep understanding of the City's current situation with regard to opportunities and constraints with attention to, a) current/planned land use and zoning rules, b) national/regional trends in real estate development and c) trends in entrepreneurship and business development.

4. An inclusive stakeholder engagement process to include elected officials and City staff, all levels of business from entrepreneurs to anchor institutions, the development community as well as residents and community support organizations. The engagement process can be multifaceted but is expected to include in-person interaction between consultant and the various stakeholders.

5. A 5-year economic development strategic plan that includes a clear set of strategy goals (not more than 5), objectives and action items. The goals, objectives and actions should reflect stakeholder input, the team's research and analysis of the City's current conditions and current best practices in economic development.

6. The final plan should include a recommended set of easily understandable and obtainable measures to track progress on the overall health of the economy generally, and specifically to track progress on each objective.

A final report of professional quality to include the appropriate use of images and graphics accompanied by an easily understood narrative. A summary presentation featuring highlights of the strategy and suitable to a broad audience is also required. At a minimum, consulting teams should plan to be on site in-person three times over the course of the project; 1) at project kickoff/research phase, 2) during stakeholder engagement and 3) to present the final report.

Additional Services:
Offerors are requested to provide a statement regarding their willingness and availability to serve beyond the completion of the economic development strategic plan in an ongoing advisory role to assist with implementation and other related work. These additional services would result in a term contract for advisory services. The term shall be for one year beginning date of ratified contract with the option to renew under the terms of the original contract for up to five (5) additional one year terms if agreed upon in writing by both parties.

II. 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 four (4) 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.

   a. 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 your 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 offeror's 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:

- what, when and how the service will be performed
- time frame for completion

2. *Section 2 – Experience:* A written narrative statement to include:

- Experience in providing the services described herein
- Staffing: Provide the names and resumes of staff to be assigned to the project. Resumes should include 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.
- Detailed descriptions of prior experience with projects having a similar scope and size, to include description of the situation or problem, the implemented solution and the results.
- References: Provide at least, but not limited to, four (4) references for which work of a similar nature to that described herein was performed within the past three (3) years. The references should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced**. Include information on Attachment D - Offeror Data Sheet to provide reference information.**
- 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.

3. *Section 3 – Proposed Price and Payment Terms:*

- 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. Such scheduled proposed shall be negotiable.
- Provide a detailed breakdown of pricing for the overall project scope. Details should include hourly rates per classification, estimated work hours per classification, all travel costs and any other incidental costs necessary to provide services.
- Offerors are requested to provide a statement regarding their willingness and availability to serve beyond the completion of the economic development plan in an ongoing advisory role to assist with implementation and other related work for up to five years. Please provide hourly rates for such work

4. *Section 4 –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 B – Signature Sheet**
- **Attachment C – State Corporation Commission Form**
- **Attachment D - Offeror Data Sheet**
- **Attachment E – Certification of No Collusion**
- **Attachment F – Proprietary/Confidential Information Identification**
- **Attachment G – Small, Women, Minority, Micro, employment services organizations, and Veteran-Owned Business Objectives**

III. 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 and standards. This should be addressed in *Section 1 – Methodology/Specific Plan* portion of the proposal. **Weight: 40%**

2. Qualifications and Experience. This should be addressed in *Section 2 – Experience* portion of the proposal. **Weight: 30%**

3. Price. This should be addressed in *Section 3 – Proposed Price and Payment Terms* portion of the proposal. **Weight: 30%**

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.

IV. REPORTING AND DELIVERY INSTRUCTIONS: OMITTED.

V. PREPROPOSAL CONFERENCE: A preproposal conference is not scheduled.

VI. 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 staff identified on page 1 no fewer than five (5) 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/Offeor 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 attorneys 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. 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 A 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 require 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 G.**

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.

VII. SPECIAL TERMS AND CONDITIONS:

A. AMERICANS WITH DISABILITIES ACT COMPLIANCE: If the City requests a formal report or work product, the Contractor is required to deliver the report to comply with the Americans with Disabilities Act (ADA) and, as may be applicable, the Rehabilitation Act of 1973. The formal report shall be provided in a .PDF; HTML or other text-based format in which optical character recognition is provided, and in which any photographs, images, diagrams, maps, etc. are marked by adequate "alt tags" and "long description tags," to the end that the contents of the report will be readable by a screen reader for the sight impaired.

B. 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.

C. 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.

D. RENEWAL OF CONTRACT: Resulting Term Contract shall be for one year beginning date of ratified contract with the option to renew under the terms of the original agreement for up to five (5) 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.

VIII. 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	VENDOR 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

ATTACHMENT A

City of Charlottesville COVID-19 Response Document: City Workforce and Contractor Service Delivery PPE Utilization and Disposal; Masks

Updated as of 04.18.2022

City Manager Signature:

I. Purpose:

The purpose of this procedure is to outline a protocol for all non-healthcare City employees to use before interacting with other employees or the public on official City business. The City shall take all reasonable precautions to lower the risk of spreading the COVID-19 infection, and this procedure is intended to reduce the risks associated with COVID-19 exposure to City personnel. Employees may choose to mask at any time, unless required to do so by direction of this policy or while required by certain Exposure Procedure scenarios. Masks may be required in other places by local or state authorities. All elements of this procedure apply, by extension, to all contractors employed by or working on behalf of the City.

II. Authority:

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. Per the CDC and VDH, to get COVID-19 one must have had close contact with a person ill with COVID-19.

III. Definitions:

"*Close contact*" is defined as:

1. Living in the same household as a sick person with COVID-19; or
2. Caring for a sick person with COVID-19; or
3. Being within 6 feet (or 2 meters) of a sick person with COVID-19 for about 15 minutes; or
4. Being in direct contact with secretions from a sick person with COVID-19 (e.g., being coughed or sneezed on, kissing, sharing utensils, etc.).

"*Hand Sanitizer*" is defined as:

An alcohol-containing preparation (liquid, gel or foam) designed for application to the hands to inactivate microorganisms and/or temporarily suppress their growth. Such preparations may contain one or more types of alcohol, other active ingredients with excipients, and humectants. Recommended percent of Alcohol is greater than 60%.

"*Social Distance*" is defined as:

Limiting your interactions with people or groups of people.

"*Physical Distance*"

Maximizing the distance between people. 6 feet is the general guidance for distance between individuals.

IV. Application:

1. **When to Wear a Mask or Respirator**: Masks requirements will be based on the CDC's COVID-19 Community Level for the City of Charlottesville.
   - **a.** COVID-19 Community Levels is a tool developed by the CDC to help communities decide what prevention steps to take based on the latest data.
   - **b.** The City will update the COVID-19 resources page of our City Intranet to reflect the CDC's current COVID-19 Community Level for the City of Charlottesville.

c. Employees will be directed as to the proper mask usage based on the current COVID-19 Community Level for the City of Charlottesville

d. Employees are also required to wear a mask under certain scenarios of the Exposure Procedure.

Low

- Wear a mask based on your personal preference, informed by your personal level of risk

Medium

- If you are immunocompromised or at high risk for severe illness
  - Talk to your healthcare provider about additional precautions, such as wearing masks or respirators indoors in public

High

1. Wear a well-fitting mask indoors in public, regardless of vaccination status or individual risk

2. **How to Wear a Mask:**

- Cloth face coverings should:
  - cover the mouth and nose;
  - fit snugly but comfortably against the side of the face;
  - be secured with ties or ear loops;
  - include multiple layers of fabric;
  - allow for breathing without restriction;
  - be able to be laundered and machine dried without damage or change to shape.
- Wear Procedure Masks With:
  - A proper fit over your nose, mouth, and chin to prevent leaks
  - Multiple layers of non-woven material
  - A nose wire
- Should cloth face coverings be washed or otherwise cleaned regularly? How regularly?
  - Yes. Cloth face coverings should be routinely washed depending on the frequency of use.
- A respirator (N95/KN95) or procedure mask should be replaced:
  - When the straps are stretched out and it no longer fits snugly against your face
  - When it becomes wet, dirty, or damaged
- Previously used respirators and procedure masks should be thrown away once replaced by a new face covering.
- How does one safely sterilize/clean a cloth face covering?

  A washing machine should suffice in properly washing a cloth face covering. How does one safely remove a used mask?
  - Individuals should be careful not to touch their eyes, nose, and mouth when removing their face covering and they should wash their hands immediately after removing the cloth face covering.

3. **Additional Considerations When Under High-Risk Community Level**

- Inside City Buildings

  Face covering will be worn inside all City buildings. Exception:
  1. Face Covering can be removed when alone in an office or your assigned workspace.
  2. Face Covering can be removed while eating or drinking in a break room or lunchroom.

3. Face Covering can be removed while exercising in designated areas.

- Driving City Vehicles
  Face coverings will be worn if 2 or more employees are inside the same vehicle.
  Exception:
  1. Face covering can be removed by the driver for safety concerns
  2. Face coverings can be removed during emergency responses if other PPE is required. (Police and Fire Departments ONLY).
- Working Outside
  Face Coverings are required if employee is interacting with the public while outside. Face Coverings are required for employees working together outside if social distancing cannot be maintained.
  Exceptions:
  1. Police and Fire Departments on Emergency Responses
     Supervisors may allow mask removal for breathing or respiratory related concerns.

- Employees may request an exception from the face covering based on medical needs or deeply held religious beliefs.
  - Employees must have documentation of need to not wear the cloth face covering or mask.
  - Supervisors will try to allow employee to work alone or telework, and not have any public interaction.
  - Final approval to not wear a face covering or mask will be made by City HR and the City Manager's office.

V. Providing Service:

- After service delivery, the employee must sanitize their hands using either soap, and water (preferred if available) or with an alcohol-based hand sanitizer containing at least 60% alcohol.
- It is highly recommended employees have full PPE (i.e. eye protection; surgical mask; gloves) with them at all times should the service delivery situation require that full PPE be worn**.**

VI. PPE Inventory and Request:

1. Inventory:

- An inventory of PPE available in the department should be kept on a frequent basis (i.e. weekly, perhaps daily based upon usage rates). Maintaining supply of PPE is critical to ensure it is available when service needs must be met and cannot be accomplished through other alternate methods.

2. **Departmental Needs**:

- After assessing departmental needs via inventory status, follow the steps below to properly request and secure PPE:
  - All PPE can be ordered in SAP from the City Warehouse

VII. Cleaning and Disposal of PPE

1. Refuse Disposal of PPE

- PPE that is doffed (taken off) can be placed in a regular trash bag and discarded.
  - If for any reason the PPE has been soiled with body fluids, blood, feces, etc., then the PPE should be disposed of in a RED Medical Waste bag, with that bag then being disposed of in a Medical Waste Container (Medical Waster Container located at City Yard – Warehouse).

2. Cleaning of Cloth Face Masks

a. Wash cloth face coverings in hot water.

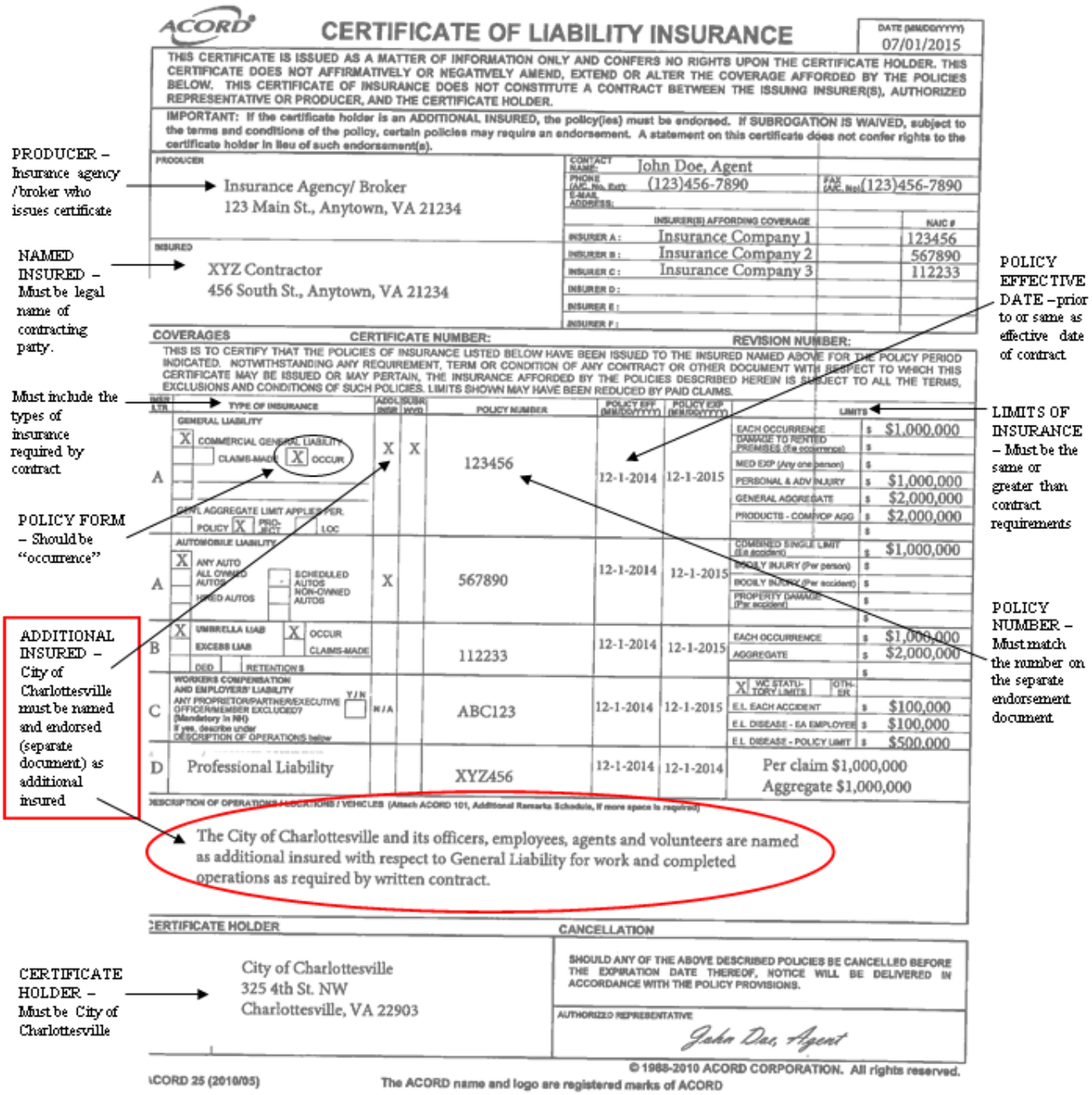
b. Change cloth face covering if soiled.

ATTACHMENT B

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

Explanation: <u>The Sample C.O.I. and Guide to the Acord Form below is for informational purposes only</u>. 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



ATTACHMENT C

SIGNATURE SHEET

RFP# 23-09

Title: ECONOMIC DEVELOPMENT STRATEGIC PLAN

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.

ATTACHMENT D

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/offeror 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/offeror'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/offeror'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: _____

ATTACHMENT E

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: _____

ATTACHMENT F

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)

ATTACHMENT G

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

RFP: 23-09 ECONOMIC DEVELOPMENT STRATEGIC PLAN

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 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

I certify the accuracy of this information.

Signed: _____Title: _____ Date: _____

ATTACHMENT H

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: _____