

REQUEST FOR PROPOSAL (RFP)



Issue Date: June 27, 2013

RFP# SP2013

Title: Strategic Planning and Designing

Issuing Agency:	Department and/or Location Where Work Will Be Performed:
Charlottesville Albemarle Technical Education Center 1000 E. Rio Rd. Charlottesville, VA 22901	Charlottesville Albemarle Technical Education Center 1000 E. Rio Rd. Charlottesville, VA 22901

Sealed Proposals Will Be Received Until 2:00 p.m. local prevailing time on July 26, 2013. For Furnishing The Strategic Planning Described Herein. Proposals received after the announced time and date for receipt remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

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

RFP#:	SP2013
TITLE:	Strategic Planning and Designing
PROPOSAL DUE:	July 26, 2013, 2:00 p.m. local prevailing time

All Inquiries For Information Should Submitted in Writing and Be Directed To: Adam Hastings, Director, at ahastings@k12albemarle.org or by Fax: 434.973.4876.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

Charlottesville Albemarle Technical Education Center ATTN: Adam Hastings, Director 1000 E. Rio Rd. Charlottesville, VA 22901

TO RECEIVE A COMPLETE REQUEST FOR PROPOSAL PACKAGE, PLEASE VISIT OUR WEBPAGE AT WWW.CHARLOTTESVILLE.ORG/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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- I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of Strategic Planning and Designing services by the Charlottesville Albemarle Technical Education Center (CATEC).
- II. BACKGROUND: CATEC is a regional technical education center under the authority of the CATEC Center Board (LEA: 301) and following the regulations of the Virginia Department of Education.
- III. STATEMENT OF NEEDS:
- A. The contractor shall furnish all labor and resources to conduct Strategic Planning and Designing for CATEC, including:
- a. Conduct a strategic assessment of all program areas, including a thorough review of existing materials and interviews with key stakeholders (staff, board members, partners, donors, program participants, volunteers, and beneficiaries).
 - b. Conduct a three-stage process of strategic planning and designing to include:
 - i. Discovery: Conduct a process of discovering state-of-the-art schooling practices related to Career and Technical Education and specific to regional technical education centers. (Sep-Oct)
 - ii. Design: Conduct a process of designing a state-of-the-art regional technical center that integrates community needs, stakeholder values, and highly effective teaching and learning practices while addressing community perceptions and school logistics. (Nov-Dec)
 - iii. Create: Conduct a process of creating a regional technical education center in partnership with the CATEC Center Board that incorporates the findings, recommendations, and implications, from each stage of the strategic planning and designing process. (Jan-Feb)
 - c. Maintain regular contact with and prepare regular presentations for the CATEC Center board and the Joint School Boards of Albemarle County and Charlottesville City in accordance with established school board meeting schedules and ad-hoc meetings.
 - d. Prepare a three-year strategic plan and design process to be submitted for approval by the CATEC Center Board.
- B. The contractor shall furnish all materials and supplies necessary for all meetings, events, and presentations.
- C. CATEC will provide meeting space and A/V equipment for all meetings, events, and presentations.
- D. CATEC desires that this project begin September 1, 2013 and be completed no later than February 28, 2014. Describe your plan to meet this schedule.

IV. 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. One (1) original and (4) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to CATEC as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in CATEC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by CATEC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. 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, subletter, 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 subletter 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 that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. 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.
 - f. Ownership of all data, materials, and documentation originated and prepared for CATEC pursuant to the RFP shall belong exclusively to the CATEC and be subject 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.
 - g. All costs of proposal preparation and presentation shall be borne by each offeror. CATEC 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 CATEC. 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. CATEC will schedule the time and location of these presentations. Oral presentations are an option of CATEC and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that CATEC 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 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: 1) what, when and how the service will be performed, 2) list of proposed equipment/goods/etc. including operational parameters, illustrations, etc., and 3) time frame for completion.
2. Section 2 – Experience: A written narrative statement to include:
 - Experience in providing the services described herein.
 - Experience specific to planning and designing of vocational schools and/or career and technical education programs.

- 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.
 - Resumes of staff to be assigned to the project.
 - References: Provide at least **four** references for which work of a similar nature to that described herein was performed within the past three years. The reference 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. See Attachment A - 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.
 - Experience in working with vocational schools and educational organizations.
 - Experience in identifying, evaluating, and adapting to community perceptions and values related to organization's work
3. Section 3 – Proposed Price: Submit a detailed price proposal which includes any and all costs associated with providing the service. Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable. Propose when payment will be made, i.e. monthly, quarterly, completion of project, etc. In addition, propose when invoices are to be submitted, i.e. by the 10th of the month following the month services were rendered, upon completion of project, etc.
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.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 - Attachment B – Certification of No Collusion
 - Attachment C – Proprietary/Confidential Information Identification
 - Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. EVALUATION AND AWARD CRITERIA: This section is in two 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 CATEC 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: 35%**
2. Qualifications and experience of offerors staff to be assigned to perform the services. 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 firm must provide assurance that the continuity of the consulting team will be maintained and not changed without prior approval of CATEC. Offerors are required to provide current resumes for the individuals that they propose for this project. The resumes must specifically describe their training, certification levels, and experience. This should be addressed in *Section 2 – Experience* portion of the proposal. **Weight: 25%**
3. Price. The ability to provide a cost-efficient service. This should be addressed in *Section 3 – Proposed Price/Rate Structure* portion of the proposal. **Weight: 25%**

4. Strength of overall proposal. Overall quality of proposal submitted that specifically addresses CATEC's Request for Proposals including the basic approach and understanding of CATEC's objectives. This will be a component of the overall proposal. **Weight: 15%**

B. AWARD OF CONTRACT: The selection process shall be as per § 2.2-4301 (3-b) 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, CATEC Director 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 CATEC Director 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.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall provide a monthly progress report to Adam Hastings, Director outlining the following:
 1. The specific accomplishments achieved during the reporting period.
 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 3. The projected completion dates for the remaining specific tasks required by the contract.
- B. Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to Adam Hastings, Director.
 1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 3. CATEC shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- C. At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to Adam Hastings, Director. CATEC shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract.
- D. On or before the date specified in the contract, a final report shall be delivered to Adam Hastings, Director for its approval. The contractor shall furnish (17) copies in written format of the final report. The final report shall also be submitted in electronic format.
- E. The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by CATEC.

VII. PREPROPOSAL CONFERENCE: No preproposal conference is scheduled.

VIII. 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 bid board located in the Purchasing Department.

- B. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to CATEC 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 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

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, religion, color, sex, national origin, age, 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.
 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, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless CATEC 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: CATEC of Charlottesville does not discriminate against faith-based organizations.
- E. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to CATEC 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 CATEC 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 conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. CATEC and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of CATEC.

- H. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that CATEC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this 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.
- J. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.
- K. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: CATEC'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 www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- L. 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%) of the amount of the contract without the advance approval of CATEC Director 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. CATEC 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 CATEC 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 CATEC'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 CATEC with all vouchers and records of expenses incurred and savings realized. CATEC 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 CATEC within thirty (30) days from the date of receipt of the written order from CATEC. 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 CATEC or with the performance of the contract generally.
- M. CLARIFICATION OF TERMS: CATEC will assume no responsibility for oral instructions, suggestion or interpretation. 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 RFP MUST be submitted to the Purchasing Division no**

fewer than seven (7) work days prior to the proposal opening date specified. 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. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and CATEC's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify CATEC of any breach or suspected breach in the security of such information. Contractors shall allow CATEC to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement. * **When Used: Include in contracts when contractors utilize, access, or store personally identifiable information in the performance of the contract.**
- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require CATEC 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 CATEC be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in CATEC's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to CATEC's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by CATEC.
- P. 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. CATEC has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from CATEC'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).
- Q. COOPERATIVE CONTRACTING: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the *Code of Virginia*. Unless specifically prohibited by the offeror, any resultant contract may be extended to Albemarle County, the University of Virginia, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region Ten Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this proposal at contract prices. The successful vendor shall deal directly with City department with regard to order placement, delivery, invoicing and payment.
- R. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia 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.
- S. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, CATEC, 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 CATEC may have.
- T. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of CATEC. Contractor may not substitute other staff or individual(s) without the prior, express written consent of CATEC. CATEC 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 CATEC's sole discretion.

- U. 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.
- V. 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 of 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.
- W. 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.
- X. IDLING REDUCTION REQUIREMENT: Contractors are required to comply with CATEC of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- Y. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with CATEC 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, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Z. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If CATEC of Charlottesville is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- AA. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save CATEC 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 CATEC 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.
- BB. 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 Offeror's 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 CATEC 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. CATEC of Charlottesville and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
- d. Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by CATEC. Upon execution of this Agreement, Offeror shall provide CATEC with a certificate of insurance, or other written documentation satisfactory to CATEC in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify CATEC. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling CATEC to terminate this Agreement without notice to Offeror and without penalty to CATEC.

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 CATEC;
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 CATEC as an additional insured. CATEC shall be entitled to protection up to the full limits of the offerors'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 Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to CATEC 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 CATEC; and (iii) the Offeror shall deliver to CATEC endorsements to the policies which require CATEC 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 CATEC, and (iv) upon the request of CATEC, provide any other documentation satisfactory to CATEC 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 Offeror 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 Offeror 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. CATEC shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify CATEC for any liability to CATEC, as specified in any other provision of this contract, and CATEC shall be entitled to pursue any remedy in law or equity if the Offeror 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 Offeror agrees to release and discharge CATEC of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of CATEC's sovereign immunity under law.

Right to Revise or Reject: CATEC 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, CATEC 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.

CC. **OSHA STANDARDS:** All contractors and subcontractors performing services for CATEC 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.

DD. **OWNERSHIP OF DOCUMENTS:** All information, documents, and electronic media furnished by CATEC to the Contractor belong to CATEC, 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 CATEC hereunder is specifically authorized in writing by CATEC in advance. All documents or electronic media prepared by or on behalf of the Contractor for CATEC are the sole property of CATEC, free of any retention rights of the Contractor. The Contractor hereby grants to CATEC 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.

EE. **PAYMENT:**

A. **To Prime Contractor:**

- a. CATEC 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, CATEC shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that CATEC fails to make payment by the require payment date, CATEC 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 CATEC with a federal employer identification number, prior to receiving any payment from CATEC.
- 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, CATEC 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 CATEC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify CATEC 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 CATEC, 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 CATEC.

FF. PAYMENT TERMS: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.

GG. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by CATEC of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

HH. 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.

II. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to CATEC's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event CATEC 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 the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.

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

KK. RIGHT TO ACCEPT OR REJECT OFFERORS: CATEC reserves the right to accept or reject any or all proposals in whole or in part.

LL. 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 CATEC 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 CATEC of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.

MM. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of CATEC 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 CATEC's procurement activities. Toward that end CATEC 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. **Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.**

NN. 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/>.

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

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

QQ. 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.

RR. 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 CATEC, 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 offerer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable CATEC 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.

SS. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

IX. SPECIAL TERMS AND CONDITIONS:

A. CANCELLATION OF CONTRACT: CATEC may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty 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.

X. METHOD OF PAYMENT: Within Section 3 – Proposed Price, propose when payment will be made and when invoices will be submitted.

XI. ATTACHMENTS:

ATTACHMENT A	Signature Sheet
ATTACHMENT B	State Corporation Commission Form
ATTACHMENT C	Offeror Data Sheet
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Proprietary/Confidential Information Identification
ATTACHMENT F	Section 3 – Voluntary Participation Workforce Development Initiative

SIGNATURE SHEET

RFP# SP 2013

Title: Strategic Planning and Designing

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:

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.

Virginia Contractor License No. _____
Class: _____ Specialty Codes: _____

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder/offeror:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	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-
<input type="checkbox"/>	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.
<input type="checkbox"/>	Check the following box if you have <u>not completed any of the foregoing options</u> 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 (CATEC reserves the right to determine in its sole discretion whether to allow such waiver).

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.

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. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. 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: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	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 VIRGINIA

CITY OF CHARLOTTESVILLE, 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#: SP 2013_____

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

CITY OF CHARLOTTESVILLE
SECTION 3 (VOLUNTARY PARTICIPATION)
WORKFORCE DEVELOPMENT INITIATIVE
ATTACHMENT F

As part of the Section 3 Workforce Development Initiative, CATEC greatly encourages its contractors to demonstrate an effort in directing any employment, training and contracting opportunities to low and very low-income residents and Section 3 business concerns which provide economic opportunities to low and very low-income individuals. The purpose of this initiative is to provide jobs and further economic opportunities for low-income individuals in CATEC of Charlottesville. Throughout this effort, CATEC will work with its contractors to facilitate and direct these opportunities generated by City of Charlottesville projects, to low and very low income persons and Section 3 business concerns in the Charlottesville Metropolitan Area.

Participation in the Section 3 Workforce Development Initiative is **not** a requirement of this bid/proposal and is **optional** on behalf of the contractor. There is no Section 3 preference designated for any contract awarded as a result of this solicitation. For bids, award is as per the award clause in the Invitation for Bid. For proposals, evaluation is per the criteria published in the Request for Proposal and award is as per the award clause in the Request for Proposal.

How Your Business Can Participate

- **Hiring:** If there are hiring opportunities as a result of this contract, CATEC encourages your business to consider providing employment opportunities to qualified low and very low-income residents in CATEC.
- **Training:** If there are on-the-job training opportunities as a result of this contract, CATEC encourages your business to consider providing training opportunities to low and very low-income residents in CATEC.
- **Contracting:** If there are contracting opportunities as a result of this contract, CATEC encourages your business to consider awarding subcontracts to Section 3 businesses.
- **Qualifying as a Section 3 Business Concern:** Your company may qualify as a Section 3 Business Concern. Additional information on the criteria and certification process is available at <http://www.charlottesville.org/Index.aspx?page=3120> or by contacting the Section 3 Coordinator, Tierra Howard, at 434-970-3383 or howardti@charlottesville.org. If you believe you qualify as a Section 3 Business concern, complete and submit **Form B** of this attachment directly to the Section 3 Coordinator at the address designated on Form B, and the Section 3 Coordinator will contact you and facilitate completion of the qualification process.

Would you like to partner with CATEC to support this initiative? Select the option that applies below.

_____ Yes, I will commit to partnering with CATEC to support this initiative.

_____ No, I will not commit to partnering with CATEC to support this initiative.

If yes, complete and submit **Form A**, Section 3 Workforce Development Initiative Action Plan, of this attachment directly to the Section 3 Coordinator at the address designated on Form A.

Signed: _____ Title: _____ Date: _____

Company Name: _____

Complete and return this page of Attachment F, Section 3 Voluntary Participation, Workforce Development Initiative with your bid/proposal. Note: Forms A and/or B of Attachment F are to be submitted directly to the Section 3 Coordinator at the address designated on those forms. Do not submit Forms A and/or B with your bid/proposal.

OVERVIEW AND INSTRUCTIONS FOR CONTRACTORS

Definitions:

Low Income Person means a resident of the Charlottesville Metropolitan Area at or below 80% of the area median income.

This table shows 80% of the area median income for the Charlottesville Metropolitan Area for the designated number of persons in a family.

2013 City of Charlottesville Area Median Income Limits

Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income (up to or below)	\$43,400	\$49,600	\$55,800	\$62,000	\$67,000	\$71,950	\$76,900	\$81,850

Section 3 business concern is a business concern (a) that is fifty-one percent (51%) or more owned by a low and very low-income resident(s); (b) whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were low and very low-income residents; or (c) that provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to Section 3 business concerns.

Charlottesville Metropolitan Area includes Albemarle County, VA; Greene County, VA; Fluvanna County, VA; and Nelson County, VA. If participating in this voluntary program, for opportunities that arise during the performance of any contract resulting from this solicitation, the Contractor's application of a preference/priority should be provided to City of Charlottesville residents first before preference is extended to the Charlottesville Metropolitan Area.

Contractors can participate by:

- A. Giving notice of any opportunities for employment, training, and contracting to low and very low income residents and Section 3 businesses as far in advance of the opportunity as possible. The Section 3 Coordinator will assist the contractor with providing notice.
- B. Certifying as a Section 3 business concern (Form B).
- C. Referring to the Section 3 Resident Database and Section 3 Business Registry in the event of hiring and/or contracting opportunities.
 - a. The Section 3 Resident Database can be located by contacting the Section 3 Coordinator.
 - b. The Section 3 Business Registry Listing can be located by contacting the Section 3 Coordinator or online at <http://www.charlottesville.org/Index.aspx?page=3120>.
- D. Providing preference in hiring and contracting to qualified Section 3 residents and businesses when all factors are equal for the opportunity including price and salary requests.
- E. Provide training to Section 3 residents that is employment related, skills enhancing or employment readiness in nature. Here are the methods of providing training opportunities:
 1. Contractor may develop a solid professional curriculum and it must be approved by a qualified state Department of Labor or CATEC.
 2. Contractor may identify a person or persons that are qualified to provide the training within their staff.
 3. Contractors can partner with other groups that provide the desired training and pay them directly for the service.
 4. The contractor can sub-contract the Section 3 training to an outside firm specializing in training and educational programs to Section 3 residents.
- F. Working with CATEC in developing a communication and follow up process to track and report all Section 3 hiring and contracting activities to ensure the reporting of contractor's effort.

CITY OF CHARLOTTESVILLE
 Bidder/Offeror – ATTACHMENT F, FORM A, Page 1 of 3
 Section 3 Workforce Development Initiative Action Plan

All firms and individuals intending to participate in the Section 3 Workforce Development Initiative MUST complete and submit this Action Plan with the bid, offer, or proposal.

RE: City of Charlottesville

Solicitation Name or Number: _____

Contractor: _____

Subcontractor (s): _____

Purpose: To ensure that contractors have a plan for partnering with CATEC to provide Employment Opportunities for Section 3 Businesses and Lower Income Persons in Connection with City of Charlottesville Projects.

Preliminary Statement for Work Force Needs: It is our intent to identify any short-term and long-term employment, training, and/or contracting opportunities for qualified Section 3 persons and concerns during the course of our contract with CATEC. Please list the status and all anticipated employment positions and opportunities for this contract.

<u>Category</u>	<u># of Project Workforce Positions Needed</u>	<u># of Positions Occupied</u>	<u>#of Positions to be filled w/ low-income resident</u>
Skilled			
Semi-Skilled			
Laborer			
Office/Clerical/Admin			
Trainees			

CITY OF CHARLOTTESVILLE
Bidder/Offeror/Proposer – ATTACHMENT F, FORM A, Page 2 of 3
Section 3 Workforce Development Initiative Action Plan

In the spaces below, initial your commitment to CATEC’s Section 3 Workforce Development Initiative.

1. I commit to making a good faith effort to provide hiring/employment opportunities to qualified low-income persons in the area in which the project is located and incorporate the efforts outlined in any contract resulting from this solicitation. Initial here _____.
 - a. Based upon the Preliminary Workforce Needs table on the previous page, I will endeavor to hire and maintain throughout the life of any contract awarded as part of this solicitation (Including any changes or modifications) at least _____ low-income residents. I anticipate my total number of employees for this contract to be _____ and _____ will be qualified low-income new hires.

OR

- b. _____ I do not anticipate any new hires on this contract.
2. I commit to making a good faith effort to provide subcontracting opportunities to qualified Section 3 businesses in the area in which the project is located and incorporate the efforts outlined in any contract resulting from this solicitation. Initial here _____.
 - a. I will endeavor to subcontract as a result of the contract awarded as part of this solicitation (Including any changes or modifications) to Section 3 businesses. I anticipate my total number of subcontractors for this contract to be _____ and _____ will be qualified Section 3 businesses. In the spaces below, report the anticipated dollar amount that you intend to subcontract if the contract is awarded to your company.
 - i. Total projected amount to be subcontracted: \$ _____
 - ii. Total projected amount to be subcontracted to Section 3 businesses \$ _____

OR

- b. _____ I do not anticipate any new contracting by my firm on this contract.

I will commit to providing, from my contract, a qualified Department of Labor Approved training/curriculum in the following areas: Employment Readiness and Professional Development, Building Construction Trades Classroom Training, Other direct skills training. Initial here _____

CITY OF CHARLOTTESVILLE

Bidder/Offeror/Proposer – ATTACHMENT F, FORM A, Page 3 of 3
Section 3 Workforce Development Initiative Action Plan

My training will be (check the option below that applies and indicate the # of residents to be trained):

- Employment Readiness Training (40 hours of Classroom) for up to _____ residents
- Employment Skills w/Readiness Training (80 hours of Classroom) for up to _____ residents
- Employment Skills w/Readiness Training (____ hours of Classroom and Job Site) for up to _____ residents
- Contracted training (i.e. PVCC or CATEC Classroom training) for up to _____ residents.

Other: _____ for up to _____ residents

In an effort to partner with CATEC's Section 3 Workforce Development Initiative, I commit to supporting this initiative as described in Form A.

Signed: _____ Title: _____ Date: _____

Company Name: _____

Return FORM A to:

Tierra Howard, Section 3 Coordinator
City of Charlottesville, Department of Neighborhood Development Services
610 East Market St., 2nd Floor * P.O. Box 911
Charlottesville, VA 22902

CITY OF CHARLOTTESVILLE
Bidder/Offeror/Proposer
SECTION 3 CERTIFICATION– ATTACHMENT F, FORM B, Page 1 of 2

Name of Business _____

Address of Business _____

Contact Name: _____

Phone #: _____

Email: _____

Type of Business (Check One): Corporation Partnership Sole Proprietorship Other

Business Activity: _____

**I AM CERTIFYING AS A SECTION 3 CONCERN AND REQUESTING PREFERENCE ACCORDINGLY
(SELECT ONLY ONE OPTION):**

1. A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity (51% or more of your business is owned and managed by a Section 3 qualified person or persons):

Initial here to select this option _____

Submit:

- Self-Certification for Section 3 Residents (Section 3 Self-Certification Form) and;
- Proof that they own a minimum 51% of the business

2. A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors employees:

Initial here to select this option _____ I anticipate my total number of employees for this contract to be _____ and _____ will be qualified Section 3 employees.

CITY OF CHARLOTTESVILLE
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SECTION 3 CERTIFICATION– ATTACHMENT F, FORM B, Page 2 of 2

Submit:

- Self-Certification for Section 3 Residents (Section 3 Self-Certification Form for each Section 3 employee).
- A full list of all project employees, highlight the Section 3 employees.

3. A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business(es):

Initial here to select this option _____

Submit:

- A list of intended subcontract(s) to Section 3 business(es) with subcontract amount
- Certification & all supporting documentation for each planned subcontract to Section 3 Business (es)

I attest that the above information is true and correct. (Please notarize below)

Contractor's Signature Print Name Title Date

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

My Commission Expires: _____.

Notary Public

Return FORM B to:

Tierra Howard, Section 3 Coordinator
City of Charlottesville, Department of Neighborhood Development Services
610 East Market St., 2nd Floor * P.O. Box 911
Charlottesville, VA 22902