



REQUEST FOR PROPOSAL (RFP)

Issue Date: December 3, 2021

RFP# 22-81

Title: Contract for City Manager Services

Department and/or Location Where Work Will Be Performed: City Council

Period Of Contract: Six Month Term (w/one renewal term option)

Deadline for Receipt of Proposals: 4:00 p.m. local prevailing time on December 14, 2021. **No paper, telephone or facsimile proposals will be accepted or considered.** Proposals must be received by the City on or before the Deadline specified for receipt of Proposals. It is the responsibility of the Offeror to ensure timely and correct delivery of its proposal.

The Proposal and all related materials must be submitted electronically, as a “sealed” package (i.e., transmitted electronically, using password protected or otherwise encrypted electronic files and a secure electronic delivery method). **The City official designated to receive the proposals is listed below; no distribution of any Proposal shall be made by the Offeror to any other individual(s) or public official(s):**

Kyna Thomas, Chief of Staff/ Clerk of City Council
thomaskn@charlottesville.gov

Any Offeror who has a question or seeks clarification of any provisions of this RFP may send questions electronically to the above-named individual. The City will endeavor to respond to questions within 24 hours of receipt.

TO OBTAIN A COMPLETE PROPOSAL 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 an 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 City of Charlottesville is seeking a contract with an established firm that can provide local government management/ administration.
- 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 City of Charlottesville local government has an emergency need to contract with an established firm that can provide management services to the City on an interim basis. The position of City Manager is currently vacant, following the withdrawal of an individual who had been selected to serve as Interim City Manager. The City organization has been under extreme stress in recent years, with instability in multiple key leadership positions. In addition to the vacancy in the City Manager position, the City’s human resources and police departments are without leaders at the director level. Between the date of this RFP and April 2022 the new City Council (who will be seated January 1, 2022) will need to establish a strategic plan for the government and capital improvement and general fund budgets for Fiscal Year 2023. City Council’s desire is to be in a position to commence a robust, community-engaged process to recruit an individual to serve as the next City Manager, during the second quarter of 2022.
- IV. **STATEMENT OF URGENT NEEDS:** The successful firm will be required to provide the following:
- a. A written contract for the provision of the following services as an independent contractor (“Services”):
1. See that all ordinances, resolutions, directives and orders of the governing body, and all laws of the Commonwealth required to be enforced through the governing body or officers subject to the control of the governing body, are faithfully executed;
 2. Make monthly written reports to the City Council upon the affairs of the locality under the control and supervision of the city manager;
 3. Receive reports from, and give directions to, all heads of offices, departments and boards of the locality under the control and supervision of the city manager;
 4. Working in conjunction with the City’s deputy city managers and budget director, prepare and submit to the City Council a proposed annual budget for FY2023 on or before March 15, 2022, with recommendations, in accordance with section 19 of the City Charter and general laws;
 5. Execute the FY 22 budget as finally adopted by the governing body, through June 30, 2022;
 6. Keep the city council fully advised on the locality's financial condition and its future financial needs;
 7. Appoint all officers and employees of the locality in accordance with the City Charter and City Code, except as the city manager may authorize a deputy city manager or a department director responsible to him to appoint subordinates in such office, department and board;
 8. Assist City Council with development of an updated job description for a city manager, along with a prioritized work plan for a permanent city manager, tied to a written plan of goals and priorities approved by City Council for calendar years 2022 and 2023; and
 9. Perform such other duties as may be prescribed by the City Council.
- b. The services referenced in paragraph (a.), above, shall be provided by an individual who is either employed by or under contract with the Successful Offeror and who is approved by City Council. The individual shall possess the following minimum background and experience: a master’s degree in public administration or a related field, and at least ten (10) years’ professional experience as a city manager in an urban locality, or an equivalent combination of education and experience. Past experience of the assigned individual must demonstrate direct responsibility for leadership within at least two or more of the following areas: community

engagement/ working effectively with diverse community groups; strategic planning and relationship building with a city council; direct responsibility for preparation and execution of a municipal budget, personnel management, and economic and community development. This individual must be bondable, and bonded as required by City Code Section 2-4 and will have day to day responsibility for performance of the Services.

The individual assigned by the successful Offeror to this contract must be supported by members of the successful offeror's firm who have expertise in municipal governance, including, without limitation, the following: organizational structure, human resources administration, public safety administration, collective bargaining, business and information technology, municipal budgets and/or capital improvement program design and implementation.

- c. The successful Offeror will demonstrate experience providing similar services under contract other municipalities who were in crisis or who have required outside support during periods of vacancy in key leadership positions.

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

A. **GENERAL INSTRUCTIONS:**

1. Proposal: Offerors must submit a complete response to this RFP ("Proposal"), containing the following materials:
 - a. One written [narrative] Proposal (not to exceed 20 pages), in PDF format, setting forth a narrative description of how the Offeror can satisfy the requirements of Section IV of this RFP, and of the Offeror's planned approach to the provision of the Services described in Section IV. Additionally, the Proposal shall incorporate the following forms:
 - Attachment B – Sample COI and Guide to the Accord Form
 - Attachment D – Signature Sheet
 - Attachment E – State Corporation Commission Form
 - Attachment F – Offeror Data Sheet
 - Attachment G – Certification of No Collusion
 - Attachment H – Proprietary/Confidential Information Identification
 - Attachment I – Small, Women, Minority, Micro, employment services organizations, and Veteran-Owned Business Objectives
 - Insurance Certificate: See General Terms and Conditions Section. Insurance for coverages and limits required by the City.
 - b. Key Staff of Offeror:
 - (i) A list of the principal(s) within the Offeror's firm who will be assigned to oversee and administer the firm's work on this contract and resumes for each of those principals.
 - (ii) Resumes for at least two (2) individuals for consideration by City Council who would be assigned to perform Services on site within the City of Charlottesville, as described in Section IV, Paragraph b, above. Each page of these resumes shall include a header or footer containing the words: "*Prepared for Use and Discussion by the Charlottesville City Council within a Closed meeting*".

Resumes must 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.

- c. The price, or a schedule of pricing, at which the Services are being Offered to the City.
- d. Pursuant to Code of Virginia, §2.2-4311(2)(B) an Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership, shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law and shall include in its Proposal its State Corporation Commission identification/registration number. If an Offeror organized as one of the specified types of entities is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 the Offeror shall include a narrative statement explaining the basis for its exception.
- e. 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 successful Offeror, must be submitted as part of the Offeror's Proposal.

2. Proposal Requirements and Information:

- a. The Proposal and all related materials must be submitted to the City electronically, as a "sealed" package (i.e., using encrypted electronic files and a secure electronic delivery method).
- b. Each Proposal shall be signed by an authorized representative of the Offeror.
- c. Each Proposal must be and remain valid for a period of at least forty-five (45) days from the Deadline for Receipt of Proposals.
- c. Each Offeror shall prepare its Proposal simply, providing a clear, straightforward, concise description of the Offeror's qualifications, availability, reliability and suitability to provide the required services, and capabilities, in all respects, to fully perform the requirements of this RFP.
- d. All proceedings, records, contracts and other records relating to this procurement transaction shall be open to public inspection in accordance with Section 2.2-4342 of the *Virginia Public Procurement 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 § 2.2-4342(F) 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.

If a Proposal contains any proprietary information, the Offeror must submit one (1) redacted version (marked "*Redacted Copy*") with the proprietary information removed/ blacked out.

- e. 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.

- f. All costs of proposal preparation and presentation of Proposal shall be borne by the Offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
- g. 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 Council. This provides an opportunity for the offeror to clarify or elaborate on the proposal. Oral presentations are an option of the City and may or may not be required.

B. EVALUATION CRITERIA: Proposals shall be evaluated by the Charlottesville City Council using the following criteria (numerical scores will not be utilized):

- 1. The quality and completeness of the Proposal;
- 2. The qualifications, capacity, and experience of the firm to perform the Services sought within this RFP
- 3. Price

C. AWARD OF CONTRACT:

- 1. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price. Negotiations shall then be conducted with each of the Offerors so selected. Each selected Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the City Council shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the City Council determine in its 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. The Clerk of Council or another City staff member shall document the basis of the City Council's determination in writing.
- 2. GENERAL TERMS AND CONDITIONS—any contract awarded by the City Council will be subject to the following terms and conditions:
 - a. 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:
 - i. 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.
 - ii. 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.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - iv. 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 Paragraph a.1, preceding above, in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- b. 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 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.
- c. 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.
- d. 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 to the Contract shall be brought in the Circuit Court for the City of Charlottesville, Virginia.
- e. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- f. 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.

- g. 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>.
- h. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- i. The parties may agree in writing to modify the contract.
 - ii. If the contract is awarded on a fixed price basis, the fixed price cannot be increased by more than ten percent (10%) or \$25,000, without the advance approval of the City.
 - iii. 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 or offer).
- i. 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's designated contact on page one no fewer than two (2) business days prior to the Deadline 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.
- j. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: 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. Offeror is not required to state any exception to any liability provisions in its Proposal; if selected for negotiation after the proposal is submitted, the offeror must state any exception to the liability provisions in writing at the beginning of the negotiation.
- k. CONTRACTUAL CLAIMS: During performance of the Contract, 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.
- l. 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.

- m. DEFAULT: In case of failure to deliver 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 costs, in addition to any other remedies which the City may have.
- n. DESIGNATED PERSONNEL: The key personnel designated in the Proposal shall not be changed except with the permission of the City. Contractor may not substitute other 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.
- o. 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.
- p. 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.
- q. 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.
- r. 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 Offeror by submitting an email request to purchasing@charlottesville.gov.
- s. 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.
- t. 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.
- u. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney's fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of

any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

- v. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, and unless otherwise negotiated with the City, 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.
 - f. 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 Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City evidence of insurance for all lines of coverage which is satisfactory to the City in its sole discretion. Required insurance coverages evidenced thereby should 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”. 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 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 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 Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror 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 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 the City 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 within this RFP shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under Virginia law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City or any City official(s) or employee(s) 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.

- w. **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.
- x. **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.
- y. **PAYMENT:**

i. To Contractor:

- a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. Contractor shall provide its 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.** 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 good faith attempt at mutual discussion has been made and a mutually agreeable 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). Nothing in this paragraph shall relieve the City of its obligation to pay other amounts within the invoice which are undisputed.

ii. 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.

- z. 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.
- aa. 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.
- bb. 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.
- cc. 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 I.**
- dd. 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.
- ee. 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.
- ff. The requirements of this RFP shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

VI. 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. 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 the City’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 the City of any breach or suspected breach in the security of such information. Contractors shall allow the City 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.
- E. COOPERATIVE CONTRACTING: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 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 the specific public agency with regard to order placement, delivery, invoicing and payment.
- F. E-VERIFY PROGRAM: The Contractor shall register and participate in the E-Verify Program to verify information and work authorization of its newly hired employees performing work pursuant to the contract. The contractor should attach to their bid a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify. E-VERIFY is free for employers and is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. E-VERIFY can be accessed at <https://www.e-verify.gov/>.
- G. NON-VISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the City of Charlottesville shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
 - i. Effective, interactive control and use of the Technology shall be readily achievable by non-visual means;
 - ii. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - iii. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

- iv. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the forgoing nonvisual access standards shall not be required if the City determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available, or (iii) exclusion of the technology access clause is otherwise justified in accordance with applicable laws.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the forgoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

H. RECORD KEEPING

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

- I. RENEWAL OF CONTRACT: Contract shall be for six (6) months, with the one (1) option to renew under the terms of the original agreement for an additional six-month term, by mutual agreement of the parties.

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

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

Purpose:

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

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

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

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

Authority & Definition

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

Procedure:

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

a. Practice and enforce social distancing:

- i. Increase distance between shared workspaces. When physically greeting others, avoid physical contact. (i.e. do not fist bump, shake hands, hugs, etc.)
- ii. Limit work groups to 10 individuals or less and keep at least 6 feet apart. When possible, avoid more than 1 person in the elevator at a time.

- iii. Practice and enforce social distancing with colleagues and visitors by keeping space between yourself and others. Actively monitor and ask colleagues to stay 6 feet apart if feasible.
- iv. Convert most in-person meetings to virtual meetings. Ensure in-person groups are no larger than 10 people and appropriate physical space of at least 6 feet is maintained between each individual.
- v. Increase physical workspace between employees. This includes modifying existing seating arrangements in workspaces, break areas and conference rooms as necessary.

b. Practice preventive measures:

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

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

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

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

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

- i. Comply with existing OSHA standards (<https://www.osha.gov/SLTC/covid-19/standards.html>) as these standards apply to protecting workers from the novel coronavirus, COVID-19. The contractor is responsible to remain compliant with all applicable OSHA requirements.
- ii. The Contractor is required to implement a health screening protocol that includes both temperature monitoring and health screening questions to determine if workers are experiencing COVID-19 symptoms or (potentially) exposed to someone with COVID-19 symptoms. Results will be documented and maintained and can be audited by the City's

- representative at any time.
- iii. Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol- based hand rubs containing at least 60% alcohol.
 - iv. Provide reminders to their staff of the importance of regular handwashing and take all precautionary measures to ensure that workers have hand washing facilities, or an alternative to prevent further spread of the virus.
 - v. Ensure hand sanitizer is fully stocked in all portable restrooms.
 - vi. Provide to workers, customers, and worksite visitors cloth face covers which cover the mouth and nose.
 - vii. Maintain enhanced housekeeping practices, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment.
 - viii. Ensure that all safety related information (including signage) is relayed to the workers in their native language as to ensure that they will understand the message.
 - ix. Submit the contractor's plan for responding to a COVID case in terms of worker removal from jobsite, notification, workspace cleaning, and return to work. This plan must include immediate notification of the City's contract administrator of a worker who is or has been working on City property who is suspected or who has tested positive for COVID 19. NOTE: If a COVID case involving City employees occurs in the proximity of the contractor's jobsite, the contractor will be notified.
 - x. Upon completion of work, the entire work area shall be thoroughly cleaned and disinfected with a disinfectant approved by the Environmental Protection Agency.

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

II. Resources:

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Insurance Agency / Broker who issues certificate → Insurance Agency/ Broker 123 Main St., Anytown, VA 21234 | CONTACT NAME: John Doe, Agent PHONE (A/C, H/L, Ext): (123)456-7890 FAX (A/C, H/L): (123)456-7890 ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: Insurance Company 1 123456 INSURER B: Insurance Company 2 567890 INSURER C: Insurance Company 3 112233 INSURER D: INSURER E: INSURER F: |
|---|--|

INSURED
 Must be legal name of contracting party.
 → XYZ Contractor
 456 South St., Anytown, VA 21234

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | |
|---|--|--------------------------|---------------|----------------------------|------------------------------|---|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| CLASS | TYPE OF INSURANCE | AGENCY (INSUR. LIC. NO.) | POLICY NUMBER | ISSUANCE DATE (MM/DD/YYYY) | EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
| A | GENERAL LIABILITY | X X | 123456 | 12-1-2014 | 12-1-2015 | EACH OCCURRENCE (DAMAGE TO RENTED PREMISES (for commercial)) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | |
| A | AUTOMOBILE LIABILITY | X | 567890 | 12-1-2014 | 12-1-2015 | UNINSURED MOTORIST LIMIT \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UNINSURED AUTOS | | | | | |
| B | UMBRELLA LIAB | X X | 112233 | 12-1-2014 | 12-1-2015 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | ABC123 | 12-1-2014 | 12-1-2015 | E.L. EACH ACCIDENT \$ 100,000 |
| | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in VA) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | |
| D | Professional Liability | | XYZ456 | 12-1-2014 | 12-1-2014 | Per claim \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Charlottesville and its officers, employees, agents and volunteers are named as additional insured with respect to General Liability for work and completed operations as required by written contract.

| | |
|--|---|
| CERTIFICATE HOLDER City of Charlottesville 325 4th St. NW Charlottesville, VA 22903 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Doe, Agent</i> |
|--|---|

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COMMERCIAL LOADING ZONE

(Not Applicable--Applies only to contracts where deliveries are made to City Hall or Annex)

SIGNATURE SHEET

RFP# 22-81

Title: Contract for City Manager Services

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

Name And Address Of Firm:

DBA _____

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

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

STATE CORPORATION COMMISSION FORM
Virginia State Corporation Commission (SCC) registration information.

Name of Offeror: _____

- has been issued a registration number by the Virginia SCC, and the number is: _____ **-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 proposal an opinion of legal counsel which accurately and completely discloses the basis for determining that registration with the SCC is not required pursuant to the provisions of Titles 13.1 or 50 of the Code of Virginia.
- Check the following box if you have not completed any of the foregoing options but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).**

Registered Agent Information

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

Agent Name: _____

Physical Address (no Post Office Boxes): _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

Years _____ Months _____

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

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

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

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

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

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

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

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)

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: _____