

REQUEST FOR PROPOSAL (RFP) NON-PROFESSIONAL SERVICES



Issue Date: June 24, 2019

RFP# COMPREHENSIVE PLAN UPDATE/HOUSING STRATEGY/ZONING
ORDINANCE REWRITE/19-43

Title: Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite

Issuing Agency:	Department and/or Location Where Work Will Be Performed:
City of Charlottesville, Procurement and Risk Management Division, 325 4 th St., NW, Charlottesville, Virginia 22903	Neighborhood Development Services City Hall, P.O. Box 911, Charlottesville VA 22902

Sealed proposals will be received until 2:00 p.m. local prevailing time on Friday, August 16, 2019. Proposals received after the announced time and date for receipt will not be considered. **No telephoned, faxed, or emailed proposals will be considered.**

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

RFP#:	COMPREHENSIVE PLAN UPDATE/HOUSING STRATEGY/ZONING ORDINANCE REWRITE/19-43
TITLE:	Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite
PROPOSAL DUE:	Friday, August 16, 2019

All inquiries for information should be submitted in writing and be directed to: Jennifer Stieffenhofer, CPPB, VCO, Procurement and Risk Manager, at purchasing@charlottesville.org or by Fax: 434-970-3069.

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

City of Charlottesville
Procurement and Risk Management Division
City Warehouse
325 4th St., NW
Charlottesville, VA 22903

OFFERORS HAND DELIVERING PROPOSALS CAN OBTAIN A MAP SHOWING THE CITY VISITOR PARKING LOCATION, ON THE CITY'S WEBSITE AT: WWW.CHARLOTTESVILLE.ORG/PURCHASING, (CLICK ON BIDS AND PROPOSALS TO OBTAIN A MAP).

**TO RECEIVE A COMPLETE RFP, 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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ORDINANCE REWRITE/19-43

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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 City of Charlottesville’s purchase of professional planning services to review and complete the City’s Comprehensive Plan update, community outreach/education, data analysis, and Affordable Housing Strategic Plan development services, and review and update the City’s zoning code to achieve the aims of the Comprehensive Plan and the Affordable Housing Strategic Plan.
- II. **BACKGROUND:** The Housing Advisory Committee (HAC) and Planning Commission of the City of Charlottesville developed the following background statement for this project:

The City of Charlottesville, Virginia (“City”) is the only incorporated city within the Charlottesville Metropolitan Statistical Area (MSA) and is composed of the City of Charlottesville and the Counties of Albemarle, Buckingham, Greene, Nelson and Fluvanna. The main campus of University of Virginia is within the jurisdictional boundaries of the City of Charlottesville, as is the University of Virginia Hospital; however, in recent years the University has been expanding further into areas within the City and also into surrounding Albemarle County.

The City has a Downtown business district, with City and County courthouses situated to the north of its “Main Street”. This Main Street is improved as a brick-paved pedestrian mall (“Downtown Mall”) lined by a mixture of retail, commercial and entertainment uses (including numerous restaurants), anchored by City Hall and a privately operated amphitheater anchoring on its east end, and a major hotel at its west end. From 2008 to the present, the City has seen previously unprecedented development in areas proximate to the Downtown business district, and along the thoroughfare known as West Main Street (leading from the Downtown Mall westerly to the main campus of the University of Virginia).

Limited staff capacity within Neighborhood Development Services (NDS) to manage an effort of this depth, complexity, and intensity has led the HAC and Planning Commission to recommend seeking outside resources to ensure a brisk pace and a high-quality, thorough finished product.

In Charlottesville’s history, the failure of institutions and city government to be accountable to low-wealth communities, particularly communities of color, has taken many forms: violent suppression, structural oppression, neglect, half-hearted or insincere attempts that serve to manufacture consent, and well-meaning attempts that end up failing due to their assumptions, framework, and processes favoring those in power and resulting in lopsided and inaccurate information, community inaction, or community harm.

Housing is at the root of historical structural inequity and oppression in the United States, and it came to be this way deliberately. As we build a strategy to achieve a local housing landscape that is healthy, ample, high quality, and affordable, we must be equally deliberate in dismantling the dynamics and the structures that perpetuate continued inequity—structures that often go unnoticed by those of us who benefit from them or don’t directly experience their harm.

To that end, rather than relying on the existing power structure to set the narrative and define the discussion, the community engagement strategy must leverage community relationships and expertise to genuinely engage our community. This methodology is vital to the project’s success and to the quality and legitimacy of the final Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite.

In the same vein, the Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite must be consistent and supportive of these aims, reflecting the values of the community and commitment to equity and inclusion, recognizing the troubling history of segregation, racial covenants, urban renewal and exclusionary zoning, but also celebrating the diversity, history, culture, and visual beauty of our community.

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

The Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite will build on the current completed chapters with a new Land Use Chapter and Future Land Use Map, and a new Equity chapter, a new Outreach and Engagement chapter, and an Implementation chapter outlining the steps needed to achieve the goals of the Comprehensive Plan.

The Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite will set forth principles, goals, strategies, action items, metrics, and funding mechanisms to guide and support the City's affordable housing policies, programs, and funding of affordable housing projects and/or programs through the year 2040.

The zoning update will incorporate the stated goals of the Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite to ensure the city code works efficiently towards those goals.

The successful offeror shall furnish all labor and resources to provide community engagement; facilitation; data collection, analysis, and reporting; and writing services for the purpose of producing a Comprehensive Plan update, comprehensive Comprehensive Plan Update/Housing Strategy/Zoning Ordinance Rewrite, and zoning update.

Currently, the City's Comprehensive Plan does not provide adequate guidelines for accomplishing a coordinated, well-planned development of the territory within the City, taking into account present and probable future needs and resources, external influences and economic drivers. A copy of the current Comprehensive Plan can be found on the City of Charlottesville's Website. Additionally: the City's zoning ordinance, set forth within Chapter 34 of the Charlottesville City Code (available on the Municipal Code Corporation website) is outdated: adopted in 2003, it has not since been comprehensively updated. This Project seeks to procure the services of a Contractor capable of updating the Land Use and Housing components of the Comprehensive Plan and of providing a comprehensive update of the City's zoning ordinance (zoning map and zoning text).

In performing these services, the Contractor will be expected to be familiar with Virginia's requirements for Comprehensive Planning (see **Exhibits 1 and 2 to this RFP**, a copy of the Virginia requirements for a Comprehensive Plan). The Contractor will also be tasked with synthesizing data set forth within the Housing Needs Study completed by the City in 2018 into a Housing Strategy that can be implemented through (i) the City's Affordable Housing Fund, and (ii) the City's Zoning Ordinance, and related development regulations.

At a minimum, the successful offeror will carry out the following tasks:

(A) DATA COLLECTION, COMMUNITY ENGAGEMENT, AND EDUCATION

Prioritizing low-wealth communities, this effort will engage residents about their housing needs, wants, fears, aspirations, barriers, neighborhoods, and livability. In addition, this effort will solicit input on what our City's guiding principles for affordable housing strategies should be, what our city-wide goals for affordable housing should be, and how potential approaches would impact residents. This will require an educational component in order to bring residents up to speed on affordable housing definitions, housing best practices and approaches, and technical zoning information.

- Review existing city housing data, including the most recent Housing Needs Assessment
- Review recent qualitative input from the community, including that collected by Legal Aid Justice Center and the Planning Commission (which will be provided following award of a contract), and work with local stakeholders to determine what community feedback is still needed and what questions need answering
- Collect and organize community housing data from local agencies
- Collect and organize information from NDS staff, HAC members, and Planning Commission around current zoning and other policies, including available legislative and administrative tools
- Undertake a comprehensive community outreach and engagement process, which should be a collaborative effort, tap into existing community expertise, and utilize peer-to-peer outreach methods, and should include the following tasks and activities:

- Develop a suite of print and digital community engagement materials, which should include some or all of the following: materials/questionnaires for door-to-door outreach and peer-to-peer engagement; community surveys and other tools for public input; “discussion in a box” with meeting facilitation guide to enable any city residents to meet on their own and provide input; affordable housing best practices primer (to facilitate education and exploration of various housing approaches); zoning translation primer with visuals and cost estimates; simplified draft land use map and definitions.
- Solicit feedback from city residents on guiding principles for housing planning and goals for the housing strategy, to include an educational component on leading practices, potential approaches and how they would impact residents and the city, constraints, and feasibility. Feedback gathering should include the following: door-to-door interviewing; distributing surveys and conducting interviews at local social and commercial gathering places, including untraditional venues meeting people where they live, work, recreate and shop; web-based and/or social media survey tools; community input meetings
- Facilitate a series of three public input work sessions, to include as many City Councilors, Planning Commissioners, city staff, and HAC members as can participate, to solicit their input on guiding principles and goals for affordable housing strategy
- Compile and summarize all assessment data, community feedback data, input work session feedback, prioritized principles and goals, and Comprehensive Plan information
- Undertake an iterative process of feedback from and to stakeholders (citizens, community coalitions, agencies, etc.) to deliver the results of the community engagement process and input work sessions back to the community in partnership with city staff. This may include additional public meetings and an array of digital tools

(B) COMPLETE COMPREHENSIVE PLAN UPDATE

- Synthesize outreach work to inform completion of Comprehensive Plan
- Work with Planning Commission, city staff, and stakeholders to compile current completed chapters with a new Land Use and Equity chapter and map, a new Outreach and Engagement chapter, and an Implementation chapter outlining the steps needed to achieve the goals of the Comprehensive Plan.
- Where significant changes are identified in the Land Use map, provide multiple implementation options to consider and engage with local residents on how that process will work to inform the Implementation chapter and promote understanding and collaboration on solutions. Incorporate existing feedback and local efforts to collect information.
- Specify areas for implementation of Urban Development Areas as defined in Virginia law and explore whether citywide designation is feasible.
- Staff and Planning Commission has put a lot of effort into updating the current comprehensive plan. Any hired consultant should review the City of Charlottesville 2018 Comprehensive Plan Update Community Engagement Methods & Results. The information can be accessed at the following links:
 - <http://www.charlottesville.org/departments-and-services/departments-h-z/neighborhood-development-services/comprehensive-plan>
 - <http://www.charlottesville.org/home/showdocument?id=63367>
 - <http://www.charlottesville.org/home/showdocument?id=62134>
 - <http://www.charlottesville.org/home/showdocument?id=62133>
 - <http://www.charlottesville.org/home/showdocument?id=62166>

(C) AFFORDABLE HOUSING PLAN DEVELOPMENT

- Undertake development of the first draft of the Charlottesville Affordable Housing Strategic Plan (CAHSP)
- Based on review and revisions from city staff and the HAC, finalize the proposed CAHSP for presentation to City Council. The successful offeror shall be available to participate in the presentation of the final draft of the CAHSP to City Council for approval if deemed necessary and appropriate by the City.

(D) ZONING CODE UPDATE

- Work with Planning Commission, city staff, and stakeholders to identify key barriers and opportunities in existing zoning code, with an emphasis on the development and preservation of affordable housing and the strategies identified in the Comprehensive Plan and Affordable Housing Strategy
- Undertake development of the revised zoning code
- Where significant changes are identified in the Land Use map and Implementation chapter, engage with local residents on code changes to promote understanding and collaboration on solutions.

IV. CONTRACTOR EXPERIENCE AND QUALIFICATIONS

- a. Contractor will be expected to deliver a final product unique to Charlottesville. The successful offeror will have demonstrated experience drafting Comprehensive Plans to guide a coordinated and harmonious development within Urban jurisdictions in Virginia, or in other cities within the United States. Contractor will be required to have a project leader with Masters or PhD in Urban Planning.
- b. The successful Contractor's team must include members with expertise in the following areas: urban design; general land use planning; architecture and/or landscape architecture; affordable housing planning and strategies. Specifically, experience (either in-house or as part of a team of sub-consultants led by the Contractor) preparing the following surveys, studies, and strategies is desired for this Project:
 - i. The studies listed in Va. Code 15.2-2224 (Exhibit 2 to the RFP)
 - ii. Affordable Housing Strategy (so that the Comprehensive Plan may include designation of areas and implementation of measures for construction, rehabilitation, and maintenance of affordable housing (Va. Code 15.2-2223(D) Exhibit 1 to the RFP)
 - iii. Surveys to determine areas most suited to various types of public and private development and use, such as different kinds of residential, including age-restricted, housing; business; industrial; agricultural; conservation; active and passive recreation; public service; flood plain and drainage; and other areas
 - iv. Development of "Bench marking" strategies (developing benchmarks, quality of life indicators, and level of service measures) to measure progress toward meeting goals of the affordable housing and land use plan components.
 - v. Demonstrated experience with auditing of existing zoning, subdivision, development and environmental codes for urban jurisdictions, and with drafting updated code provisions tailored to implementation of affordable housing and land use goals and objectives of the Comprehensive Plan. The successful Contractor will have a team that includes one or more professionals with knowledge and experience drafting a variety of zoning ordinance types and formats, including, but not limited to: traditional zoning, unified development codes, form-based zoning for urban areas, etc. expertise Engineering expertise on the Contractor's team is desirable, but not required.
 - vi. Mapping: the successful Contractor will have expertise in mapping (GIS knowledge and experience preferred), both as a means of illustrating and analyzing data and recommended alternatives and as a means of providing deliverables (such as an updated Zoning Map) which will be compatible with existing City information technology systems. The ability to provide and utilize visualization software with staff and/or during public engagement sessions is desirable but not required.
 - vii. Community engagement strategy: the successful Contractor will have demonstrated capability of preparing a Charlottesville-specific community engagement strategy. The Contractor's team should include at least one member who has intricate knowledge of, and contacts within, the City's low-income housing community.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP ("Proposal"). **One (1) original and (11) copies of each Proposal** shall be transmitted to the City, along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the Offeror. Proposals must be submitted by the date and time stated in the solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror to ensure timely and correct delivery of proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror.
 - b. Each Proposal must be and remain valid for a period of at least sixty (60) days from the date set by this RFP for receipt of proposals.
 - c. All information requested or required by this RFP must be submitted. Failure to submit all information requested may result in an Offeror's Proposal being rejected.
 - d. Proposals should be prepared simply, providing a clear, straightforward, concise description of the Offeror's qualifications and suitability to provide the required services, and of the Offeror's capabilities, in all respects, to perform fully the requirements of this RFP, and the Offeror's integrity and reliability that will assure good faith performance of the Project requirements.
 - e. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-paragraph, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals 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.
 - f. As used in this RFP, the terms "must", "will" and "shall" identify mandatory requirements. Items labeled as "should" or "may" are highly desirable, and are preferred. Depending on the overall quality and completeness of a Proposal, inability of an Offeror to satisfy a "must", "will" or "shall" requirement may not automatically remove that Offeror from consideration; however, it may affect the overall rating of the Offerors' proposal.
 - g. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - h. All proceedings, records, contracts and other records relating to this procurement transaction shall be open to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and

state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. Offerors, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of a contract by the City.

- i. All costs of proposal preparation and presentation shall be borne by each offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
1. Section 1 – Approach/Methodology/Specific Plan: Submit a detailed description of the proposed approach, methodology and a specific plan for providing the services described herein. At a minimum, include the following as part of this description:
 - Incorporate an understanding of the goals and criteria this RFP, and how the offeror intends to meet those goals and criteria.
 - What, when and how the service will be performed.
 - A proposed project schedule, milestones and timeframe for completion of the deliverables of this RFP.
 - If subcontracting any portion of this work, provide a plan to utilize small businesses and businesses owned by women and minorities and service disabled veterans to encourage their participation in the City's procurement activities. Complete and submit Attachment G – Small, Women, Minority, Micro, employment services organizations, and Veteran-Owned Business Objectives.
 2. Section 2 – Experience: A written narrative statement to include:
 - Experience in providing the services described herein. Specifically address how your firm meets the qualifications and experience requirements as described in Section IV. CONTRACTORS EXPERIENCE AND QUALIFICATIONS above.
 - 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.
 - The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed within the timeframe designated. The offeror must provide assurance that the continuity of the consulting team will be maintained and not changed without prior approval of the City.
 - Detailed descriptions of prior experience with projects having a similar scope and size, to include description of the situation or problem, the implemented solution and the results.
 - References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three (3) years. The references should include the name,

title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. Complete and submit Attachment D - Offeror Data Sheet to provide reference information.

- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
3. Section 3 – Proposed Price and Payment Terms: Submit a detailed price proposal which, at a minimum, provides the following:
- A detailed price proposal which includes any and all costs to provide the contract deliverables specified in RFP section III. Statement of Needs.
 - A proposed payment schedule and payment terms desired. The payment schedule should be aligned with completion of project milestones, and avoid advance payment provisions.
4. Section 4 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
- Attachment B – Signature Sheet
 - Attachment C – State Corporation Commission Form
 - Attachment E – Certification of No Collusion
 - Attachment F – Proprietary/Confidential Information Identification
 - Insurance: See General Terms and Conditions Section. Insurance for coverages and limits required by the City.

VI. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the City of Charlottesville using the following criteria:
1. Specific approach, plans/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 – Approach/Methodology/Specific Plan* portion of the proposal. **Weight: 40%**
 2. Qualifications and Experience. This should be addressed in *Section 2 – Experience* portion of the proposal. **Weight: 35%**
 3. Price. This should be addressed in *Section 3 – Proposed Price/Rate Structure* portion of the proposal. **Weight: 25%**
- B. AWARD OF CONTRACT: The selection process shall be as per § 2.2-4302.2. of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City Manager or Purchasing Agent shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the City Manager or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

VII. REPORTING AND DELIVERY INSTRUCTIONS: Offerors propose the types and frequency of reports you suggest.

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 Procurement and Risk Management Services Division.

B. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and sections 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 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:

1. 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.
2. 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.
3. 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 the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.

E. ANTITRUST: By entering into a contract, a contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.

- F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville.
- G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- H. AVAILABILITY OF FUNDS: The City's obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City's performance thereof.
- I. 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 www.charlottesville.org/purchasing to register. Complete instructions are included on the vendor registration page.
- J. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. 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 less than ten percent (10%) or \$25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
- K. 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 RFP MUST be submitted to the Procurement and Risk Management Division no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by the City.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.

- L. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code, or (iv) that would, in the City's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
- M. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.
- N. **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 City department with regard to order placement, delivery, invoicing and payment.
- O. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- Q. **DESIGNATED PERSONNEL:** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- R. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful

manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. ETHICS IN PUBLIC CONTRACTING: Per *Code of Virginia, 2.2-4367*: By submitting a proposal, the offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- T. HEADINGS: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- U. IDLING REDUCTION REQUIREMENT: Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- V. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- W. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business on the date and time set by this RFP for receipt of proposals, then proposals will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of proposals.
- X. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- Y. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the 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 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 used in the contract.)
 - e. 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 the City. Upon execution of this Agreement, Offeror shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City 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 the City. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Offeror and without penalty to the City.

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 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 the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. (**See Attachment A for a Sample C.O.I. and Guide to the Acord Form**). The 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". Policies which require this endorsement include: Commercial General Liability and Auto 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 on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the 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 law. No contract awarded as a result of this procurement transaction shall contain any provision requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

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

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

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

BB. **PAYMENT:**

1. **To Prime Contractor:**

- a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the require payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

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

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

DD. 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. **Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract, SEE ATTACHMENT G.**

EE. 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/>.

FF. 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.

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

HH. 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.

II. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The 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 the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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

IX. 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, whichever is sooner. The City, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.

C. CANCELLATION OF CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, 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. EXHIBITS AND ATTACHMENTS:

EXHIBIT 1	Virginia Code Sec. 15.2-2223
EXHIBIT 2	Virginia Code Sec. 15.2-2224
ATTACHMENT A	Sample C.O.I. and Guide to the Acord Form
ATTACHMENT B	Signature Sheet
ATTACHMENT C	State Corporation Commission Form
ATTACHMENT D	Offeror Data Sheet
ATTACHMENT E	Certification of No Collusion
ATTACHMENT F	Proprietary/Confidential Information Identification
ATTACHMENT G	Small, Women, Minority, Micro, employment services organizations, and Veteran-Owned Business Objectives

EXHIBIT 1

Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 22. Planning, Subdivision of Land and Zoning

§ 15.2-2223. Comprehensive plan to be prepared and adopted; scope and purpose

A. The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction.

In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities.

The comprehensive plan shall be general in nature, in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement, shown on the plan and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be.

B. 1. As part of the comprehensive plan, each locality shall develop a transportation plan that designates a system of transportation infrastructure needs and recommendations that include the designation of new and expanded transportation facilities and that support the planned development of the territory covered by the plan and shall include, as appropriate, but not be limited to, roadways, bicycle accommodations, pedestrian accommodations, railways, bridges, waterways, airports, ports, and public transportation facilities. The plan shall recognize and differentiate among a hierarchy of roads such as expressways, arterials, and collectors. In developing the plan, the locality shall take into consideration how to align transportation infrastructure and facilities with affordable, accessible housing and community services that are located within the territory in order to facilitate community integration of the elderly and persons with disabilities. The Virginia Department of Transportation shall, upon request, provide localities with technical assistance in preparing such transportation plan.

2. The transportation plan shall include a map that shall show road and transportation improvements, including the cost estimates of such road and transportation improvements from the Virginia Department of Transportation, taking into account the current and future needs of residents in the locality while considering the current and future needs of the planning district within which the locality is situated.

3. The transportation plan, and any amendment thereto pursuant to § 15.2-2229, shall be consistent with the Commonwealth Transportation Board's Statewide Transportation Plan developed pursuant to § 33.2-353, the Six-Year Improvement Program adopted pursuant to subsection B of § 33.2-214, and the location of routes to be followed by roads comprising systems of state highways pursuant to subsection A of § 33.2-208. The locality shall consult with the

Virginia Department of Transportation to assure such consistency is achieved. The transportation plan need reflect only those changes in the annual update of the Six-Year

Improvement Program that are deemed to be significant new, expanded, or relocated roadways.

4. Prior to the adoption of the transportation plan or any amendment to the transportation plan, the locality shall submit such plan or amendment to the Department for review and comment. The Department shall conduct its review and provide written comments to the locality on the consistency of the transportation plan or any amendment to the provisions of subdivision 1. The Department shall provide such written comments to the locality within 90 days of receipt of the plan or amendment, or such other shorter period of time as may be otherwise agreed upon by the Department and the locality.

5. The locality shall submit a copy of the adopted transportation plan or any amendment to the transportation plan to the Department for informational purposes. If the Department determines that the transportation plan or amendment is not consistent with the provisions of subdivision 1, the Department shall notify the Commonwealth Transportation Board so that the Board may take appropriate action in accordance with subsection F of § 33.2-214.

6. If the adopted transportation plan designates corridors planned to be served by mass transit, as defined in § 33.2-100, a portion of its allocation from (i) the Northern Virginia Transportation Authority distribution specified in subdivision B 1 of § 33.2-2510, (ii) the commercial and industrial real property tax revenue specified in § 58.1-3221.3, and (iii) the secondary system road construction program, as described in Article 5 (§ 33.2-351 et seq.) of Chapter 3 of Title 33.2, may be used for the purpose of utility undergrounding in the planned corridor, if the locality matches 100 percent of the state allocation.

7. Each locality's amendments or updates to its transportation plan as required by subdivisions 2 through 5 shall be made on or before its ongoing scheduled date for updating its transportation plan.

C. The comprehensive plan, with the accompanying maps, plats, charts, and descriptive matter, shall show the locality's long-range recommendations for the general development of the territory covered by the plan. It may include, but need not be limited to:

1. The designation of areas for various types of public and private development and use, such as different kinds of residential, including age-restricted, housing; business; industrial; agricultural; mineral resources; conservation; active and passive recreation; public service; flood plain and drainage; and other areas;
2. The designation of a system of community service facilities such as parks, sports playing fields, forests, schools, playgrounds, public buildings and institutions, hospitals, nursing homes, assisted living facilities, community centers, waterworks, sewage disposal or waste disposal areas, and the like;
3. The designation of historical areas and areas for urban renewal or other treatment;
4. The designation of areas for the implementation of reasonable measures to provide for the continued availability, quality, and sustainability of groundwater and surface water;
5. A capital improvements program, a subdivision ordinance, a zoning ordinance and zoning district maps, mineral resource district maps and agricultural and forestal district maps, where applicable;
6. The location of existing or proposed recycling centers;
7. The location of military bases, military installations, and military airports and their adjacent safety areas; and
8. The designation of corridors or routes for electric transmission lines of 150 kilovolts or more.

D. The comprehensive plan shall include the designation of areas and implementation of measures for the construction, rehabilitation and maintenance of affordable housing, which is sufficient to meet the current and future needs of residents of all levels of income in the locality

while considering the current and future needs of the planning district within which the locality is situated.

E. The comprehensive plan shall consider strategies to provide broadband infrastructure that is sufficient to meet the current and future needs of residents and businesses in the locality. To this end, local planning commissions may consult with and receive technical assistance from the Center for Innovative Technology, among other resources.

1975, c. 641, § 15.1-446.1; 1976, c. 650; 1977, c. 228; 1988, c. 268; 1989, c. 532; 1990, c. 19; 1993, cc. 116, 758; 1996, cc. 585, 600; 1997, c. 587; 2003, c. 811; 2004, cc. 691, 799; 2005, cc. 466, 699; 2006, cc. 527, 563, 564; 2007, c. 761; 2012, cc. 729, 733; 2013, cc. 561, 585, 646, 656; 2014, cc. 397, 443; 2018, cc. 420, 691, 796, 828.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

3/6/21/2019

EXHIBIT 2

Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 22. Planning, Subdivision of Land and Zoning

§ 15.2-2224. Surveys and studies to be made in preparation of plan; implementation of plan

A. In the preparation of a comprehensive plan, the local planning commission shall survey and study such matters as the following:

1. Use of land, preservation of agricultural and forestal land, production of food and fiber, characteristics and conditions of existing development, trends of growth or changes, natural resources, historic areas, groundwater and surface water availability, quality, and sustainability, geologic factors, population factors, employment, environmental and economic factors, existing public facilities, drainage, flood control and flood damage prevention measures, dam break inundation zones and potential impacts to downstream properties to the extent that information concerning such information exists and is available to the local planning authority, the transmission of electricity, broadband infrastructure, road improvements, and any estimated cost thereof, transportation facilities, transportation improvements, and any cost thereof, the need for affordable housing in both the locality and planning district within which it is situated, and any other matters relating to the subject matter and general purposes of the comprehensive plan.

However, if a locality chooses not to survey and study historic areas, then the locality shall include historic areas in the comprehensive plan, if such areas are identified and surveyed by the Department of Historic Resources. Furthermore, if a locality chooses not to survey and study mineral resources, then the locality shall include mineral resources in the comprehensive plan, if such areas are identified and surveyed by the Department of Mines, Minerals and Energy. The requirement to study the production of food and fiber shall apply only to those plans adopted on or after January 1, 1981.

2. Probable future economic and population growth of the territory and requirements therefor.

B. The comprehensive plan shall recommend methods of implementation and shall include a current map of the area covered by the comprehensive plan. Unless otherwise required by this chapter, the methods of implementation may include but need not be limited to:

1. An official map;
2. A capital improvements program;
3. A subdivision ordinance;
4. A zoning ordinance and zoning district maps;
5. A mineral resource map;
6. A recreation and sports resource map; and
7. A map of dam break inundation zones.


Code 1950, § 15-964.1; 1962, c. 407, § 15.1-447; 1975, c. 641; 1977, c. 228; 1980, c. 322; 1981, c. 418; 1988, c. 438; 1990, c. 97; 1991, c. 280; 1993, cc. 758, 770; 1996, cc. 585, 600; 1997, c. 587; 2006, c. 564; 2007, c. 761; 2008, c. 491; 2018, cc. 420, 691.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

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 No. Ext): (123)456-7890

FAX (A/C No.): (123)456-7890

E-MAIL ADDRESS:

INSURED - Must be legal name of contracting party.

XYZ Contractor
456 South St., Anytown, VA 21234

INSURER(S) AFFORDING COVERAGE

INSURER A:	Insurance Company 1	123456
INSURER B:	Insurance Company 2	567890
INSURER C:	Insurance Company 3	112233
INSURER D:		
INSURER E:		
INSURER F:		

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.

LINE	TYPE OF INSURANCE	(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	123456	12-1-2014	12-1-2015	EACH OCCURRENCE
	CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				\$ 1,000,000
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO	567890	12-1-2014	12-1-2015	PERSONAL & ADV INJURY
	SCHEDULED AUTOS	<input checked="" type="checkbox"/> OCCUR				\$ 1,000,000
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> EXCESS LIAB	112233	12-1-2014	12-1-2015	GENERAL AGGREGATE
	EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE				\$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED?	ABC123	12-1-2014	12-1-2015	E.L. EACH ACCIDENT
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				\$ 100,000
D	Professional Liability		XYZ456	12-1-2014	12-1-2014	Per claim
						\$ 1,000,000
						Aggregate \$1,000,000

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

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

CERTIFICATE HOLDER - Must be City of Charlottesville

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

John Doe, Agent

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SIGNATURE SHEET

RFP: COMPREHENSIVE PLAN UPDATE/HOUSING STRATEGY/ZONING ORDINANCE REWRITE/19-43

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 Firm/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 (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: _____
	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: _____

ATTACHMENT E

CERTIFICATION OF NO COLLUSION

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

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

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF _____

CITY/COUNTY OF _____, to wit:

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

Notary Public

My commission expires: _____

CODE OF VIRGINIA

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

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

ATTACHMENT G

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: _____