

REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES



Issue Date: March 8, 2018

RFP# DOWNTOWN PARKS INTERIM MASTER PLAN/18-60

Title: DOWNTOWN PARKS INTERIM MASTER PLAN

Issuing Agency:	Department and/or Location Where Work Will Be Performed:
City of Charlottesville Procurement and Risk Management 325 4 th St NW Charlottesville, VA 22903	City of Charlottesville Parks and Recreation 120 7 th St. NE Charlottesville, VA 22903

Sealed Proposals Will Be Received Until **2:00 p.m. EDT on June 8, 2018** For Furnishing The Goods/Services Described Herein. Proposals received after the announced time and date for receipt remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

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

RFP#:	RFP# DOWNTOWN PARKS INTERIM MASTER PLAN/18-60
TITLE:	Downtown Parks Interim Master Plan

All Inquiries For Information Should Submitted in Writing and Be Directed To: Jennifer J. Stieffenhofer, CPPB, VCO, Procurement & 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 SHOULD GO TO WWW.CHARLOTTESVILLE.ORG/PURCHASING, CLICK ON BIDS AND PROPOSALS TO OBTAIN A MAP FOR CITY VISITOR PARKING LOCATION.

**TO RECEIVE A COMPLETE REQUEST FOR PROPOSAL
PACKAGE, PLEASE VISIT OUR WEBPAGE AT
WWW.CHARLOTTESVILLE.ORG/PURCHASING
AND CLICK ON BIDS AND PROPOSALS.**

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

TABLE OF CONTENTS FOR RFP# DOWNTOWN PARKS INTERIM MASTER PLAN/18-60
RFP# DOWNTOWN PARKS INTERIM MASTER PLAN/18-60

	<u>PAGE</u>
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3-4
III. <u>STATEMENT OF NEEDS</u>	4-8
IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	8-10
V. <u>EVALUATION AND AWARD CRITERIA</u>	10-11
VI. <u>REPORTING AND DELIVERY INSTRUCTIONS</u>	omitted
VII. <u>PREPROPOSAL CONFERENCE</u>	11
VIII. <u>GENERAL TERMS AND CONDITIONS</u>	11-19
IX. <u>SPECIAL TERMS AND CONDITIONS</u>	19
X. <u>METHOD OF PAYMENT</u>	19
XI. <u>ATTACHMENTS</u>	19-25

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified firms to develop for the City an Interim Master Plan for the redesign of the Emancipation (formerly Lee) and Justice (formerly Jackson) Parks and the Jefferson Madison Regional Library (Market Street Branch) front and side yards, and the slave auction block in the area known as Court Square, in accordance with the Statement of Needs and other stipulations included in this RFP. The City seeks a firm that can provide a range of services in the areas of community process facilitation, landscape architecture, urban design, art and history and other areas of expertise outlined in this RFP. The successful offeror will be expected to develop the Interim Master Plan through a process that incorporates significant community engagement with community stakeholders, as outlined in this RFP.
- II. **BACKGROUND:** The Charlottesville City Council made a clear commitment to reveal and tell the full story of race in Charlottesville through the City's public spaces by establishing a Blue Ribbon Commission on Race, Memorials and Public Spaces (BRC) in August of 2016. Further information and full record of the final recommendations can be found here: <http://www.charlottesville.org/departments-and-services/boards-and-commissions/blue-ribbon-commission-on-race-memorials-and-public-spaces>.

In keeping with the recommendations of the Blue Ribbon Commission such that a more complete history of race is told and the City's commitment to truth, freedom and equity is affirmed, this Request for Proposals has been developed.

The BRC's Final Report acknowledged that far too often Charlottesville's public spaces and histories have ignored, silenced or suppressed African American history, as well as the legacy of white supremacy and the unimaginable harms done under that cause. The public spaces of Charlottesville's Historic North Downtown and Court Square Districts, which is the area that will be covered by the Interim Master Plan, contain the Robert E. Lee Statue in Emancipation Park, the Stonewall Jackson Statue in Justice Park, the Slave Auction Block and the Reconstruction era's Freedman's Bureau.

The BRC also imagined that a new public history, revealed in our parks and on our streets, may be accomplished by new public art, new interpretive narratives, creative place-making initiatives, and wayfinding signs.

The City Council resolved at its meeting of February 6, 2017 to begin a planning and design process to further the recommendations of the BRC, such that a more complete history of race is told and the City's commitment to truth, freedom and equity is affirmed. The process referenced in the February 6, 2017 Resolution was updated by the City Council, on November of 2017. A copy of City Council's Resolution dated November 6, 2017 is attached.

City Council's November 6, 2017 Resolution sets out the scope of the planning and design process that is the subject of this RFP. For the Interim Master Plan, the successful offeror will be expected to perform the following services, and meet the following objectives:

The successful firm will engage the community at large in a comprehensive discussion about the purpose, meaning and character of Charlottesville's downtown public spaces, including but not limited to addressing issues such as:

- What are the community's values and how should they be reflected in our public parks and civic institutional spaces like libraries and court houses?
- What is the purpose of Emancipation and Justice Parks?
- Are they memorial spaces (who or what to memorialize?)
- Are they outdoor museums (what stories should they tell?)
- What is the appropriate character and scale of community gathering and event spaces in the City's downtown parks and can Emancipation and Justice Parks be made to accommodate those parameters in light of our community's values?

The successful firm will engage the community in a manner that ensures the City's underrepresented populations are fulsomely included in the process, as well as the Board of Architectural Review (BAR), the Historic Resources Commission, the Human Rights Commission, the University of Virginia, the PLACE Design Task Force, Planning Commission and City Council.

The successful firm will ensure that a facilitator (s) with demonstrated expertise in the history of the American South and African Americans, social equity, urban design and urban redevelopment issues is an integral part of the consultant team, and that said facilitator(s) leads a community engagement process in a manner that elicits authentic feedback from the

entire community such that it genuinely informs the work of the design and technical professionals on the consultant team.

The successful firm will provide a well-designed and coherent interpretation of the Lee and Jackson Statues that will promote an honest and complete narrative of Charlottesville's past and aspirational future in the near-term, knowing that Emancipation and Justice Parks will eventually be more fully redesigned subsequent to the planned removal of both the Lee and Jackson Statues, in the event the City prevails in litigation. (See the Note at the end of this Section).

The successful firm will provide a design for a new plaque, to replace the current plaque at the Slave Auction Block with one that is more prominent and legible;

The successful firm will investigate the relevance of the Court Square area to the Reconstruction era and if affirmed, recommend a method of acknowledgment.

The successful firm will work with the Equal Justice Initiative (EJI) to design, and provide a plan for appropriately placement and installation of the EJI lynching marker to tell the story of the July 12, 1898 lynching of John Henry James, an African American from Charlottesville.

The successful firm will create plans for the rehabilitation of the most severely deteriorated landscaping within Emancipation and Justice Parks and the grounds surrounding the Jefferson Madison Regional Library (in collaboration and coordination with the JMRL), knowing that Emancipation and Justice Parks will eventually be more fully redesigned subsequent to the planned removal of both the Lee and Jackson statues, in the event the City prevails in litigation. (See the Note at the end of this Section).

All of the City Council's Resolutions regarding this matter are included as Attachment B to this RFP.

The successful firm must be aware that there is pending litigation, in which a number of individuals and organizations seek to preclude the City from disturbing or interfering with the Statues. The successful firm must be and remain cognizant of the status of this lawsuit, and must understand that any plan(s) or design(s) or measure(s) identified for installation or implementation during the time in which litigation remains pending must not violate any law or court-ordered injunction.

Note: the City of Charlottesville and its City Council are currently subject to a court-ordered injunction, issued by the Charlottesville Circuit Court in the case *Payne, et al. v. City of Charlottesville, et al.*, CL 17-145. The injunction precludes the City, temporarily (pending final disposition of the lawsuit), from moving, removing, disturbing or interfering with the Statues of Robert E. Lee and Stonewall Jackson. Treatments within the scope of this temporary injunction include any covering or screening that would obscure the Statues (the Court has ruled that the public must be able to view the Statues). Unless and until the injunction is lifted, the City may not take any action that would include screening, covering, and/or removing the Statues. The Court has not, as of the date of issuance of this RFP, enjoined the renaming of either Park, and it has not enjoined any planning or design for repurposing the parks.

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.

Establish a project approach, project design schedule, communication network, etc. and perform all other duties required of the Successful Offeror. Consult with City staff, investigate, and become very familiar with all of the requirements of the project and summarize those findings in a report to the City.

The general scope of work is to include, but may not be limited to, the following project phasing:

Project Phasing:

- Deliverable 1 – Research and Community Engagement Phase
- Deliverable 2 – Conceptual Planning and Schematic Design Phase
- Deliverable 3 - Design Development Phase
- Deliverable 4 – Construction Documents Phase

GENERAL REQUIREMENTS:

- Require that the successful offeror provide at least two preliminary Interim Master Plan options with both statues in place, for each park within the downtown public parks precinct, inclusive of new site plans, elevations and sections, 3D visualizations, and specifications for signage, commemorative plaques, lighting and landscape elements as appropriate throughout Emancipation and Justice Parks so as to create a more honest, complete and coherent narrative of Charlottesville's past and aspirational future without running afoul of present Virginia laws or the Court-ordered temporary injunction prohibiting moving, relocating, covering or screening from public view the Lee and Jackson Statues.
- Lead to concrete deliverables that will have immediate visual impact including but not limited to;
 - short-term projects that are art-based,
 - new and changing interpretive panels in keeping with the Court's injunctions,
 - the rehabilitation of the most severely deteriorated landscaping in both parks and the library grounds, and
 - methods or outcomes that protect the Statues from vandalism and provide proper means for protection, preservation and care of the Statues, yet do not interfere with general public observance of the Statues. Establish a timeline to be completed within 12 months of contract signing.
- Not preclude the future development, design and implementation of the PHASE II- Final Master Plan as adopted by a future City Council.

Attend and provide both direct and support roles at all necessary meetings during all phases of the project process. Present designs to appropriate individuals, boards and/or groups, including City staff, the PLACE Design Task Force, the Human Rights Commission, the Jefferson School African American Heritage Center, the Historic Resources Committee, the Parks and Recreation Advisory Board, the City's Board of Architectural Review (BAR), the Department of Neighborhood Development Services (NDS), Planning Commission, City Council, and any others as may be necessary.

Establish a timeline to complete this scope of work within twelve (12) months of the commencement of the Deliverable 1: Research and Community Engagement Phase.

Provide for the development, design and implementation of a final Interim Master Plan, in a manner compliant with applicable laws and any Court-ordered injunctions to which the City may be subject, by City Council as prescribed in the City's Adopted Park Master Planning Process.

DELIVERABLE 1: RESEARCH & COMMUNITY ENGAGEMENT PHASE

Offeror will be required to conduct research regarding the history of the two parks and their role in the history and life of the City. Offeror will be required to meet with stakeholders in the community as well as facilitate the community engagement process for this project following the City's adopted Park Master Planning Process, included as Attachment I. Multiple meetings will be required to complete the research portion of the community engagement process and may require more public meetings than are specifically prescribed in the adopted Park Master Planning Process where the general public may engage in the process.

Engagement will require the inclusion of underrepresented communities within the City that remain engaged throughout the process. Additionally, at a minimum, the Offeror will be required to engage individually with the following:

- City Board of Architectural Review
- City Historic Resources Committee
- City Human Rights Commission
- City PLACE Design Task Force
- Jefferson School African American Heritage Center
- Office of the Architect at the University of Virginia
- City Parks and Recreation Advisory Board
- City Planning Commission
- City Tree Commission

- Jefferson Madison Regional Library
- Equal Justice Initiative
- Efforts to establish Vinegar Hill Plaza on the Downtown Mall

Other groups may be defined by the City during the research phase that may be included in the Community Engagement Phase.

Report on all findings and recommendations contained in any existing Environmental Site Assessment Reports or other current condition reports and documents to be provided by the Owner.

At the conclusion of the research and community engagement phase, the offeror shall produce an interpretive historic planning framework that will guide the remainder of the project process.

DELIVERABLE 2: CONCEPTUAL PLANNING AND SCHEMATIC DESIGN PHASE

Prepare multiple preliminary designs, outline specifications and budget cost estimates which shall include locations for elements identified this scope of work, to include the primary park elements, continuity between the current Parks, 3D visualizations, prototypes for signage, commemorative plaques, lighting and landscape elements as appropriate throughout the historic precinct to create a coherent narrative.

Study neighborhood traffic patterns and site accessibility restrictions and make recommendations for changes and or modifications to facilitate vehicular and pedestrian access to the sites, as well as emergency vehicle access.

Determine American with Disability Act (ADA) requirements and provide necessary recommendations for full compliance with current regulations.

Prepare total project schedule from schematic design through construction and provide a phasing plan that allows for project implementation in accordance with the Interim Master Plan.

Preliminary review by the Board of Architectural Review and approval by the City of the preferred Schematic Design will be required prior to proceeding to the Design Development Phase.

Perform design services, including grading, drainage, storm water management and similar services for each preliminary design improvement option, and provide facilitation services for selection of the preferred schematic design.

Complete and deliver draft interim master plan for each design option.

Following completion of Deliverables 1 and 2 and the completion of all elements therein, the City will determine the scope of Deliverables 3 and 4. Work by the successful offeror on Deliverables 3 and 4 shall not commence without: 1) approval of the outcome of Deliverables 1 and 2 by the City, and 2) a written contract amendment fully executed by the City and the successful offer which details the scope of work, scheduling, milestones, deliverables, pricing, etc.

DELIVERABLE 3: DESIGN DEVELOPMENT PHASE

Identify structural design, systems, components, security and finish considerations to provide facilities the ability to withstand and function during and after natural disasters such as hurricane, earthquake, tornado and other natural disasters.

Identify, anchor and locate all functional areas for facilities that would be constructed by the City under separate contract including all elements, structural and otherwise that are included in the proposed design.

A certificate of appropriateness from the Board of Architectural Review must be obtained and approved by the City prior to proceeding to the Construction Documents Phase.

DELIVERABLE 4: CONSTRUCTION DOCUMENTS PHASE

Based on approval received from the Design Development phase of the work, the successful offeror will prepare all Construction Documents for site works, grading, storm water management, landscape and the construction of basic improvements such as utilities lay out and routing, building pads, earth work, trails, parking, access points, walkways and other components as mutually agreed to that will provide access throughout the parks. A final construction cost estimate base on project build out shall also be submitted as part of this phase. All drawings shall be submitted using AUTOCAD 14 or later releases.

Prepare operational staffing, maintenance and resource level estimates required to operate each phase of development. Identify possible funding sources and/or grants that the City may qualify for that the City may seek to attain to assist in the implementation of the final designs.

The successful offeror shall assist the City with services during bidding, including the evaluation of construction bids and responding to questions in writing during the bidding period.

QUALIFICATIONS:

The work under this RFP as outlined will require expertise in the following disciplines:

Park Planning: The Successful Offeror’s team shall have a strong foundation and extensive experience in Park Master Planning principles representative of best practices for the profession; having the ability to creatively analyze the needs of the user and express full comprehension of the context that precedes the issuance of this RFP.

Facilitation of Community Engagement Processes: The Successful Offeror’s team shall have extensive experience in conducting meaningful, robust and comprehensive community engagement processes, demonstrating methodology that ensures opportunities for community input are maximized, including the use of non-traditional methods of gathering information. Preference is for community engagement experience in the planning and design of urban parks within a historical context.

Landscape Architecture Design: The Successful Offeror’s team shall have a strong foundation in landscape architectural design and management principles representative of best practices for the profession; have a proven ability to creatively design projects that meet the operational, construction and cost objectives; and have the ability to coordinate and manage all participating consultants and sub-consultants associated with the project including all of the following:

Landscape Architecture, including, but not limited to:

- Site planning
- Planting design
- Grading for aesthetics and drainage
- Topographic design for aesthetics, etc.
- Pedestrian & bicycle access and wayfinding design
- Design of exterior common spaces
- The ability to coordinate design efforts
- Stormwater management design
- Engineering complying with Virginia Department of Transportation (VDOT) standards as well as parking lot design compatible with the movement of large firefighting apparatus.
- Cultural and historical interpretive services, specifically a Historian with Interpretive Planning experience and fully familiar with the history of race relations in the American South, particularly in Virginia, and race in America.

Architectural Historian: The Successful Offeror shall either employ or subcontract with a firm or individual qualified as an architectural historian per the Secretary of the Interior Standards of the National Park Service. This professional shall have the experience, ability, and knowledge to assist the team in the redesign of the public spaces in the context of their location within the Charlottesville and Albemarle County Courthouse National Register District and the local North Downtown Architectural Design Control (ADC) District. Offerors are encouraged to include other subject matter experts such as historical landscape architects, historians and preservation planners as defined by the Interior Standards.

Utilities Design: Including, but not limited to – design and engineering for complete installation of all required utilities for the proposed facilities including the design of energy efficient systems.

Construction Cost Estimating: Including, but not limited to, the proven ability to provide accurate ongoing estimated construction costs; the proven ability to provide an accurate final detailed unit cost estimate. The understanding and ability to take into account the Charlottesville construction market and escalation factors.

Construction Administration: The offerors should demonstrate the proven ability to provide ongoing construction administration for projects; the proven ability to specify and provide timely advice as related to third party testing, commissioning, etc. in order to demonstrate the successful implementation of prior designs.

Other Disciplines: as required for complete and successful project completion.

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

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and seven (9) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the City of Charlottesville requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
 - g. All costs of proposal preparation and presentation shall be borne by each offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
1. Section 1 – Methodology/Specific Plan: Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria. Provide a specific plan for providing the service including: 1) what, when and how the service will be performed, 2) list of proposed equipment/goods/etc. including operational parameters, illustrations, etc., and 3) time frame for completion.
 2. Section 2 – Experience: a written narrative to include:
 - Provide a portfolio which illustrates the offerors experience on projects of similar size, type, and/or scope; include schematic, design and construction document examples, photos of the completed project, if available, and a brief description of the project including relevant design details. For each member of the proposer’s team, provide a detailed outline of the role played in each previous project and whether the team member was as a project lead or a subcontractor. Describe whether the construction met targeted budget, schedule, and design goals and, if not, provide explanation as to why.
 3. Section 3 – Qualifications: a written narrative to include:
 - 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.
 - Indicate your ability to partner with firm(s) for local representation during the design and construction phases of the work.
 - Resumes of staff to be assigned to the project. The resumes must specifically describe their training, certification levels, and experience.
 - References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner’s team most intimate with the details of project being referenced. **See Attachment N - Offeror Data Sheet.**

- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- Ability & Availability to Perform: The size of a firm, its geographic proximity to the City, and the offeror(s)' established relationships within the Charlottesville region construction industry will also be considered by the evaluation committee.

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 L – Signature Sheet**
- **Attachment M – State Corporation Commission Form**
- **Attachment O - Certification of No Collusion**
- **Attachment P – Proprietary/Confidential Information Identification**
- Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

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

A. **EVALUATION CRITERIA**: Proposals shall be evaluated by the City of Charlottesville using the following criteria:

1. Ability & Method to Perform. The ability, capacity, and skill of the individual or firm to perform the work described herein in a manner consistent with City goals and standards. Familiarity with the Sustainable Sites Initiative shall be considered. This should be addressed in *Part 1 - Methodology* portion of the proposal. 25% of total criteria score.
2. Experience. The quality of past performance on previous contracts of similar size, type, and scope. This should be addressed in the *Part 2 – Portfolio* portion of the proposal. 45% total evaluation score.
3. Staffing. 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. This should be addressed in *Part 4 - Staffing* portion of the proposal. 20% of the total evaluation score
4. Strength of Overall Proposal. Overall quality of proposal submitted that specifically addresses the City’s Request for Proposals including the basic approach and understanding of the City’s objectives. This will be a component of the overall proposal. 10% of the total evaluation score.

B. **AWARD OF CONTRACT**: Procurement of professional services. The City of Charlottesville shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price

considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City Manager or Purchasing Agent determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VI. REPORTING AND DELIVERY INSTRUCTIONS: OMITTED.

VII. PREPROPOSAL CONFERENCE: A preproposal conference will be held at **9.00 AM EDT on March 29, 2018**. Attendees shall convene at the Charlottesville Parks and Recreation administrative offices at 501 East Main Street, Charlottesville, VA 22902. Prospective proposers are strongly encouraged to attend the preproposal conference.

VIII. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Charlottesville will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Charlottesville has purchased or uses any of its products or services, and the contractor shall not include the City of Charlottesville in any client list in advertising and promotional materials, unless the contractor has been given written permission by a city representative who is authorized to sign on behalf of the city.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the bid board located in the Purchasing Department.
- C. 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 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

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

1. During the performance of this contract, the contractor agrees as follows:

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.

D. 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.

- E. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
- F. ANTITRUST: By entering into a contract, the 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.
- G. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- H. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- I. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- J. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.
- K. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.
- L. 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.
- M. 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 more than ten percent (10%) of the amount of the contract 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.

- N. **CLARIFICATION OF TERMS:** The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Procurement and Risk Management Division no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- O. **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).
- P. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. **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.
- R. **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.

- S. 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.
- T. 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 offer, 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.
- U. 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.
- V. 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.
- W. 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.
- X. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Y. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney's fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- Z. INSURANCE: By signing and submitting a bid 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 bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City 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". Policies which require this endorsement include: Commercial General Liability Coverage. 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 herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

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.

AA. **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.

BB. **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.

CC. **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 required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

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

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.

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

EE. 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 practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

FF. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

GG. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in

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

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

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

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

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

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

KK. 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.**

LL. 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/>.

MM. 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.

NN. 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.

OO. 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.

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

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

IX. SPECIAL TERMS AND CONDITIONS:

A. CANCELLATION OF CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

X. METHOD OF PAYMENT: Propose when payment will be made, i.e., monthly, quarterly, completion of project, etc. In addition, specify when invoices will be submitted, i.e., by the 10th of the month following the month services were rendered, progress payments, upon completion of project, etc.

XI. ATTACHMENTS: Attachments A – K are included as separate attachments to this RFP. Attachments L-Q are included on the following pages.

ATTACHMENT A	BRC Final Recommendations
ATTACHMENT B	City Council Resolutions
ATTACHMENT C	Aerial Photo – Emancipation Park & Environs
ATTACHMENT D	Aerial Photo – Justice Park & Environs
ATTACHMENT E	Aerial Context Photo – Parks Study Area
ATTACHMENT F	Aerial Context Photo – Downtown Charlottesville
ATTACHMENT G	Deed – Emancipation Park
ATTACHMENT H	Deed – Justice Park
ATTACHMENT I	Park Master Planning Process
ATTACHMENT J	Virginia Code – War Memorials
ATTACHMENT K	Charlottesville Circuit Court Ruling February 2018
ATTACHMENT L	Signature Sheet
ATTACHMENT M	State Corporation Commission Form
ATTACHMENT N	Offeror Data Sheet
ATTACHMENT O	Certification of No Collusion
ATTACHMENT P	Proprietary/Confidential Information Identification

SIGNATURE SHEET

RFP# DOWNTOWN PARKS INTERIM MASTER PLAN/18-60

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 services. 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 O

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 et seq).

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, to wit:

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

Notary Public

My commission expires: _____

CODE OF VIRGINIA

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

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

ATTACHMENT Q

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 minority-owned businesses (MBE), women-owned businesses (WBE), small businesses (SBE) and micro businesses (O), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by these certified 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 these certified businesses receive benefits from City contracts.

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

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

_____ MBE _____ O _____ WBE _____ SBE _____ 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 **MBE** Dollars to be Sub-contracted \$ _____

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

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

Total **O** 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 MBE, WBE SBE, O, 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: _____