



REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: NOVEMBER 20, 2009

RFP No: 10065

COMMODITY CODE: 952-15

TITLE: HOUSING SPECIALIST

CONTRACT NUMBER: _____

ISSUED BY:
City of Chesapeake
Purchasing Division
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

USING DEPARTMENT:
City of Chesapeake
Housing Program Coordinator
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

PERIOD OF CONTRACT: one (1) Year from date of award with the option to renew one (1) year

Sealed proposals will be received until 5:00 p.m., DECEMBER 9, 2009 FOR furnishing the services described. See Sections VIII through XI for specific instructions for the completion of proposals.

All Inquiries For Information Should Be Directed To Liz Charity, VCO, Procurement Officer, Phone: (757) 382-6359, Fax: (757) 382-6900, Email: echarity@cityofchesapeake.net.

All questions must be submitted in writing to the Purchasing Division before 5:00 p.m., November 30, 2009. If necessary, an addendum will be issued and posted on the City's website at: www.CityofChesapeake.net. It shall be the responsibility of the prospective Offerors to monitor the City's website for published addenda and to have all addenda signed by an authorized representative of the company. All fully executed addenda must be returned to the City along with the signed proposal

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PURCHASING DIVISION AT THE ADDRESS SHOWN ABOVE. IF HAND DELIVERED, DELIVER TO: City Hall, Purchasing Division, 306 Cedar Road, 5th Floor, Chesapeake, VA.

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 Services requested in the solicitation.

THIS SECTION IS TO BE COMPLETED BY OFFEROR.

NAME AND ADDRESS OF FIRM:

_____ Date: _____

_____ By: _____
(Signature In Ink)

_____ Name: _____
(Please Print)

_____ Zip Code: _____ Title: _____

FEI/FINT NO: _____ PHONE _____ FAX _____

EMAIL: _____ WEBSITE: _____

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INTAKE/CASE MANAGEMENT SERVICES

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I. **PURPOSE:**

The purpose of this contract is to enhance programs and services for homeless families by providing access to affordable housing. The City of Chesapeake's office of Housing is seeking to collaborate with a Housing Brokerage/Human Services Management Firm (HSMF) that specializes in working with homeless families.

II. **BACKGROUND:**

The City of Chesapeake was awarded a Dragas Homeless Children Initiative Grant to enhance programs and services for homeless families. The City of Chesapeake's Office of Housing is seeking to collaborate with a Housing Brokerage/Human Services Management Firm that specializes in working with homeless families. This firm will work directly with the City's Office of Housing – Central Homeless Intake Department, Department of Human Services, and other Homeless Service Providers to ensure that homeless families are gaining appropriate access to affordable housing opportunities and the services necessary to prepare and help them to maintain stable homes and families.

III. **DEFINITIONS:**

The following definitions apply to this RFP:

"HSMF"

Human Services Management Firm

"PTE"

Part-Time Employees

"Contractor"

The vendor that contracts to provide affordable housing related services to the Office of Housing

"Department"

Office of Housing

"Equipment"

Non-consumable material that has either (i) a fair market value of five hundred dollars (\$500.00) or greater, or (ii) a useful life of one (1) year or more.

"RFP"

The Request for Proposal issued by the City of Chesapeake to solicit proposals to provide affordable housing related services.

"Space"

Space at the Facility designated by the Department for use by the Contractor in rendering Services.

IV. **STATEMENT OF NEEDS:**

A. **SERVICES TO BE PROVIDED (IN GENERAL):**

1. **Requirements of the Contractor:**

The Human Services Management firm (HSMF) selected under this initiative shall be responsible for providing a 20-30hour per week part-time employee (PTE) to provide housing related services to Chesapeake residents who are homeless or at risk of becoming homeless. The PTE will be housed in the Chesapeake Department of Human Services.

2. **At a minimum, the PTE's shall:**

Assist homeless individuals with securing permanent housing.

Assist individuals who are at risk of becoming homeless retain their permanent housing.

Conduct outreach to landlords and negotiate rental amounts to expand affordable housing opportunities for homeless persons.

Conduct Housing Quality Inspections (HQS) for units.

Develop and maintain a Housing Search database for the City of Chesapeake.

Provide on-going communication and collaboration with the Office of Housing, Central Homeless Intake Staff, Department of Human Services, Community Services Board, or any other service entity.

Provide monthly, quarterly and annual reports using a format approved by the Office of Housing.

Attend meetings as required.

3. **Required Knowledge/Skills**

Knowledge and experience in assisting homeless families in obtaining permanent housing.

Experience in working with landlords or other housing programs.

Knowledge and experience with City Codes and Housing Quality Standards

4. **Security Clearance:**

All Personnel must receive security and background clearance. This includes a probation check and FBI background check.

5. Orientation and Training:

a. Initial Training

All Personnel providing services within the Facility shall be trained by the Office of Housing and Social Services staff.

B. OTHER SERVICES

1. Supplies

The Contractor shall be responsible for providing all supplies necessary to perform its obligations under this Contract. The City shall provide office space, computers, telephone, and copiers.

C. OBLIGATIONS OF THE DEPARTMENT

1. Space at Facility

The Department shall make available to the Contractor and the Personnel all space at the Facility which is designated and in use for the provision of intake and case management services. Without limiting the generality of the foregoing, subject to availability, the Department shall make available to the Contractor and the Personnel twenty-four (24) hour use of such space for the provision of services, including space for:

- a. employee office space
- b. Supply and storage space for files
- c. Facility parking

2. Government Furnished Equipment

The Department will make available to the Contractor all equipment at the Facility identified on during the term of the contract. The Contractor shall, at its cost and expense, maintain all such Equipment in good working order and condition and, to the extent reasonably necessary, replace such Equipment, whether such replacement is caused by breakage, theft, ordinary wear and tear or otherwise. At its election, the Contractor may provide for the maintenance of said Equipment through maintenance agreements. The Contractor shall be responsible for notifying the Department of any Equipment that is not operable or otherwise in need of replacement, but the Contractor shall have no responsibility to notify the Department with respect to routine maintenance. The Contractor shall be responsible for any direct loss or damage to Equipment of the Department that is caused by willful or negligent acts of the Contractor personnel. Contractor's personnel shall not use Department equipment, premises, supplies or employees for any purpose other than in the performance of obligations under the contract. The Contractor shall be responsible for providing all additional equipment and supplies necessary to perform the services outlined herein. Such equipment and supplies, with the exception of leased equipment, shall become the

property of the City at the completion or termination of this contract.

3. Utilities

The Department shall provide at its cost and expense, all utilities, including electricity, heat, ventilation, air conditioning (where already present), hot and cold water, sewage, and maintenance and housekeeping, each as reasonably required by the Contractor to perform its obligations hereunder in a timely, competent and efficient manner.

The Department shall provide telephone services as follows:

- a. The Contractor and its Personnel shall have access to all telephones existing in the Space designated for the use of the Contractor. However, the Contractor shall be responsible to reimburse the Department for all long distance and toll calls.

4. City of Chesapeake Business License

The Contractor shall be required to obtain and maintain a valid City of Chesapeake Business License during the life of this contract. The license shall be obtained from the Commissioner of the Revenue within fifteen (15) days after award of the contract. Proof of license shall be delivered to the City of Chesapeake Purchasing Division with a copy delivered to the Department. Failure to obtain the required license may be cause for termination of the contract.

V. **SCHEDULE OF EVENTS:**

The City will make every effort to adhere to the following schedule leading to contract award:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	City Purchasing	November 20, 2009
Submission of Questions	Offeror	November 30, 2009
Submission of Proposal	Offeror	December 9, 2009
Selection of Finalists	Evaluation Committee	December 15, 2009
Contract Negotiations	City / Offeror	December 18, 2009
Contract Agreement / Award	City / Offeror	December 21, 2009
Contract Start	Contractor	December 28, 2009

NOTE: This schedule is subject to change. All offerors will be notified of any schedule changes.

VI. **CONFLICTS AND QUESTIONS:**

Should there be conflicts between the Proposal documents and the final executed contract document; the final contract shall take precedence. All questions and requests for clarification must be received by the Interim Purchasing Agent by 5:00 P.M., November 30, 2009.

VII. **PROPOSAL PREPERATION AND INSTRUCTIONS:**

A. **RFP Response:**

In order to be considered for selection, offerors must submit a complete response to this solicitation. One- (1) original and five (5) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.

B. **Proposal Preparation:**

1. An authorized representative of the offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the purchasing division requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing division. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. 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.
3. 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-letter, 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-letter 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.
4. 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.

C. Proposal Written Response:

Offerors shall submit an original and five (5) copies of the proposal.

1. The proposal shall describe the Offeror's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract. The offeror shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time. The offeror shall list the types of similar work performed within the last five (5) years for all requirements to be provided under its proposal. The offeror shall submit a complete and current list of all similar contracts held, to include the facility name, address, point of contact, telephone number, and length of contract.
2. The offeror may include any management type information which it feels is pertinent, such as historical background of the company, biographical sketches of key personnel to be assigned to the work, proposed organization to perform the work, subcontract structure and principal components to be subcontracted, and experience in similar or related fields.
3. Ownership of all data, materials, and documentation originated and prepared pursuant to the RFP shall belong exclusively to the City of Chesapeake 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 § 1-52D 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 and will result in rejection of the proposal.

D. Oral Presentation:

Offeror's who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. 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 issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing division and may or may not be conducted.

E. 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 services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. All specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed services including:
 - a. Agency Overview
 - b. Agency Performance
 - c. Program Approach
 - d. Capacity to Perform the work
 - e. Service Coordination/Collaboration
 - f. Budget

VIII. **SELECTION CRITERIA**

The City will evaluate each proposal pursuant to its standard procurement procedures consistent with the procurement of services through competitive negotiation. Selection will be made on the basis of responsive/responsible determination, qualifications and experience, references, resources and cost of services. All factors will be scored based solely on the City's evaluation:

1. **Agency Overview (5%)**

Describe the Human Services Management Firm (HSMF's) history, mission and goals and how they relate to the administration of the Dragas Homeless Families Initiative Program.

2. **Agency Performance (20%)**

- a) Describe the HSMF's experience and outcomes, within the last five years, in providing intensive case management services and support to homeless persons.
- b) Specify contracts that the HSMF has/had with other agencies for intake and intensive

case management types of services, within the last five years.

3. Program Approach (25%)

- a) Indicate the hours and days the proposed services will be available.
- b) Describe the intake and professional assessment processes that include how the HSMF will assess the client's functional level, skills, needed services and supports.
- c) Describe how the HSMF will develop the Service Plan within 3 working days of the client's referral.
- d) Describe how the HSMF will assist the client in accomplishing the steps agreed upon in the Service Plan, including, but not limited to, coordinating support services, providing specific guidance relating to scheduled referrals to appropriate mental/medical health entities, treatment programs, doctor's offices, or any other related services that may be needed.
- e) Provide a detailed description of specific techniques that will be utilized in conducting outreach activities.
- f) Describe the follow-up procedures that will be utilized to ensure that the client is successful in implementing the steps outlined in his/her service plan. Include frequency of face-to-face sessions, methods of contact, and the corrective action procedures that will be utilized, when necessary.
- g) Describe how the HSMF will monitor and reassess the client's needs and update or revise the client's service plan.
- h) Describe the general guidelines that will be utilized for writing and reviewing case notes for the clients.
- i) Indicate how the HSMF will record and report clients' progress, and the means by which the HSMF will maintain confidentiality of clients' records.

4. Capacity to Perform the Work & Key Personnel (20%)

- a) Attach a copy of the HSMF's table of organization and explain how the Dragas Homeless Families Initiative Program will be incorporated into that structure.
- b) Indicate the number, job titles, qualifications, responsibilities and skills of the staff to be utilized for this Initiative. Attach copies of job descriptions or resumes, as appropriate.
- c) Describe the management and supervision methods that will be utilized in the operation and oversight of this Initiative to ensure that the goals, objectives and performance requirements are met. Include detailed description of the supervisory staff.
- d) Describe how the HSMF will collect and document the needed data for the preparation of reports including but not limited to the following reports to Office of Housing: quarterly

and annual program status and fiscal reports.

5. Service Coordination/Collaboration (20%)

- a) Identify and describe how HSMF will coordinate and collaborate with other community resources, such as, social service agencies, medical services, mental health entities, etc., that will be utilized to meet the individualized service needs of the targeted population. Attach letters of support, as available.

6. Budget (10%)

- a) Provide a budget and a budget justification narrative that explains how the costs in the budget forms were derived and how they relate to the proposed project.

Indicate any other funding or in-kind services that will be utilized in combination with the Grant.

IX. ESTABLISHING THE COMPETITIVE RANGE :(**NEGOTIABLE VENDOR POOL)**

The evaluation committee shall evaluate all proposals to rank each proposal. Based on the ratings of each proposal against all evaluation criteria, the committee shall establish a competitive range comprised of the most highly rated proposals. After evaluating all proposals the City may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The City has authority to limit the number of proposals in the competitive range to one (1) or to the greatest number that will permit an efficient competition among the highly rated proposals. Offerors may be requested to make presentations or provide additional information. If the city decides that an offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award. Written notice of this decision shall be provided to unsuccessful offerors at the Interim Purchasing Agent's discretion.

X. SUBMITTAL PROCESS AND INFORMATION:

One (1) original (specifically marked "Original"), and five (5) copies of the proposal shall be submitted. Facsimile copies will not be accepted. The City will accept **sealed proposals**, until 5 p.m. December 9, 2009 delivered to:

Michael Thomas
Interim Purchasing Agent
City of Chesapeake
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel. The City reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the City, shall be reason for the offeror's proposal to be considered non-responsive.

The City of Chesapeake shall not be responsible for any expense incurred by the offeror in preparing and submitting a proposal, for answering any subsequent inquiries, interviews for evaluation, or contract negotiations. All submissions are final, and may not be withdrawn.

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 the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of § 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data 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 be indicated on the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

The City will only provide information (or access to the same) which is readily available, and does not propose to prepare any further special reports. The City reserves the right to charge its normal fees for materials copied.

The right is reserved, as the interests of the City may require, to revise and/or amend the specifications prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary by the Purchasing Agent. Such revisions and amendments, if any, will be announced by an addendum to this solicitation.

Requests for Technical information on the project specifics should be directed in writing to:

Alisa S. Winston
Housing Program Coordinator
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23328
Phone: (757) 382-8883
Fax: (757) 382-6372
E-mail: Awinston@cityofchesapeake.net

All other information regarding the Request for Proposal should be submitted in writing to:

Michael Thomas, Interim Purchasing Agent, CPP, CPPM
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322
Phone: (757) 382-6359
Fax: (757) 382-6900
E-mail: MLThomas@cityofchesapeake.net

XI. **AWARD OF CONTRACT:**

The Purchasing Division reserves the right to make all evaluations. The City reserves the right to reject any or all proposals, to waive any technicalities in proposals received, and to negotiate and to accept the proposal which shall be in the City's best interest. The City may cancel this Request for Proposals at any time prior to an award, and is not required to furnish a reason why a particular proposal was not deemed to be the most advantageous. Contract award shall be made to the best qualified responsive and responsible offeror at the Cost Proposal Scale identified in Section XII. below.

XII. **PRICING**

Offeror's shall submit hourly rates for part time employees, and administrative cost.

ATTACHMENT A

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. *VENDORS MANUAL*
 - B. APPLICABLE LAWS AND COURTS
 - C. ANTI-DISCRIMINATION
 - D. ETHICS IN PUBLIC CONTRACTING
 - E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
 - F. DEBARMENT STATUS
 - G. ANTITRUST
 - H. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
 - I. CLARIFICATION OF TERMS
 - J. PAYMENT
 - K. PRECEDENCE OF TERMS
 - L. QUALIFICATIONS OF BIDDERS OR OFFERORS
 - M. TESTING AND INSPECTION
 - N. ASSIGNMENT OF CONTRACT
 - O. CHANGES TO THE CONTRACT
 - P. DEFAULT
 - Q. TAXES
 - R. USE OF BRAND NAMES
 - S. TRANSPORTATION AND PACKAGING
 - T. INSURANCE
 - U. ANNOUNCEMENT OF AWARD
 - V. DRUG-FREE WORKPLACE
 - W. NONDISCRIMINATION OF CONTRACTORS
 - X. TERMINATION OF CONTRACT
 - Y. COOPERATIVE PROCUREMENT
- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This solicitation is also governed by provisions of the City of Chesapeake Ordinance on Procurement and any

revisions thereto, which is hereby incorporated into this contract by reference. Contact the Purchasing Division at (757) 382-6359, for more information or to review the Chesapeake Procurement Ordinance.

- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) 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 Virginians 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 recipient's 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*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor 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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/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.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Chesapeake 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 Chesapeake under said contract.
- H. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
 - 1. (For Request For Proposals): Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the Purchasing and Contracts Manager no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Division.
- J. **PAYMENT:**
 - 1. To Prime Contractor:
 - a. 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; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. 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.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 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 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 department 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.

K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions 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.

L. **QUALIFICATIONS OF (OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect

(bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **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.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- O. **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.
 2. The Purchasing Division 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 Purchasing Division 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 Purchasing Division'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 Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division 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 Purchasing Division within thirty (30) days from the date of receipt of the written order from the Purchasing Division. 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, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. 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 Purchasing Division or with the performance of the contract generally.

- 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. **TAXES:** Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-072-1442.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/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 (bidder/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. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/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.
- U. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The City of Chesapeake must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)
5. Professional Liability Insurance - The CONTRACTOR shall maintain during the life of this contract such Professional Liability Insurance as shall protect the City of Chesapeake against claims for damages resulting from medical incidents which may arise from operations under this contract whether such operations be by the Contractor, the Contractor staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

\$1,650,000 each incident
\$3,000,000 aggregate

6. Certificates of Insurance - The Contractor and all Sub-Contractors shall furnish the Sheriff with a copy of certificate(s) of insurance evidencing policies required above. Such certificate(s) shall specifically indicate that the insurance coverage includes all extensions of coverage required in those paragraphs. Such certificate(s) shall specifically state that the contractor shall give the Sheriff at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Contractor shall furnish a certificate of insurance evidencing renewal of such coverage to the City. The certificates of insurance shall clearly show this contract number.
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the Purchasing Division will publicly post such notice on the City's website (www.CityofChesapeake.net) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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; (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; and (iv) include the provisions

of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom 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.

- W. **NONDISCRIMINATION 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, or disability, or against faith-based organizations. 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 City 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.
- X. **TERMINATION OF CONTRACT:** The City may terminate the contract for cause or for convenience after giving thirty (30) days notice in writing to the Contractor. The written notice shall include a statement of reasons for the termination.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the City may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the Contractor or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City’s forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the City’s right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the City for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

Termination for Convenience: The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the City, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the

convenience of the City for delivery to the City of all products of the services for which the Contractor has or will receive compensation.

Delivery of Materials: Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the City all products of the services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the city within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for “breach of contract” or “failure to perform”.

Compensation Due the Contractor: Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the City. Said fees which have been earned shall be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the City.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the Virginia General Assembly and Chesapeake City Council.

- Y. **COOPERATIVE PROCUREMENT:** Any resultant contract of this solicitation may be extended to any public agency or body in the Commonwealth of Virginia to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions, and specifications of this bid. The contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing, and payment.

APPENDIX A

SECTION II

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

1. ADVERTISING
2. AUDIT
3. AVAILABILITY OF FUNDS
4. AWARD TO MULTIPLE BIDDERS
5. BID ACCEPTANCE PERIOD
6. BID PRICES
7. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
8. INDEMNIFICATION
9. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING
10. PRICE EXCALATION

1. **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 Chesapeake 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 Chesapeake or any department or agency of the City has purchased or uses its products or services.
2. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payments, or until audited by the City, whichever is sooner. The City Auditors shall have full access to the right to examine any of said materials during said period.
3. **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.
4. **AWARD TO MULTIPLE BIDDERS**: The City of Chesapeake reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
5. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
6. **BID PRICES**: Bid shall be in the form of a firm unit price.

be supplied with the contractor's request for increase which will verify that the requested price increase is general in scope and not applicable just to the City of Chesapeake.

The purchasing office will notify the using department and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices.

ATTACHMENT B

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

Type or print legibly when completing this form.

Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID Number.)

Type of Business Entity:

Sole proprietorship (Provide full name and address of owner):

Limited Partnership (Provide full name and address of all partners):

General Partnership (Provide full name and address of all partners):

Limited Liability Company (Provide full name and address of all managing members):

Corporation (Provide full name and address of all officers):

Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (If different from physical address):

Number of Employees:

Are all Employees Eligible for Employment in the United States?

Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/vendor shall use due care and diligence to ensure that all employees hired in the future will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 200_ on behalf of [name of contractor/vendor] as evidenced by the following signature and seal:

Name of Contractor/Vendor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

COMMONWEALTH OF VIRGINIA:
CITY OF CHESAPEAKE, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____.

Notary Public

Registration No.: _____

My commission expires: _____