

**REQUEST FOR QUALIFICATIONS  
DESIGN BUILD SERVICES (D/B)**



**ISSUE DATE:** August 20, 2023  
**RFQ#:** 2023006-1-ENG-RFQ  
**TITLE:** ACSA Fire Suppression System Replacement Project  
**ISSUING AGENCY:** Albemarle County Service Authority  
 168 Spotnap Road  
 Charlottesville, VA 22911

Sealed qualification packages for the services described herein will be received until September 26, 2023, 2:00 PM EST. Qualification packages 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:

<b>RFQ#:</b>	2023006-1-ENG-RFQ
<b>TITLE:</b>	ACSA Fire Suppression System Replacement Project
<b>DUE DATE:</b>	September 26, 2023, 2:00 PM EST

All Inquiries for information should be submitted in writing and be directed to: Alexander Morrison at [amorrison@serviceauthority.org](mailto:amorrison@serviceauthority.org)

QUALIFICATION PACKAGES MUST BE SHIPPED/MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.

**PRE-SUBMISSION CONFERENCE:** A non-mandatory pre-submission conference will be held virtually on Wednesday, September 6, 2023, at 2:00 PM EST. All parties interested in attending shall contact Alexander Morrison at [amorrison@serviceauthority.org](mailto:amorrison@serviceauthority.org), at least 48 hours prior to the meeting, to request a link.

In compliance with this request for qualifications and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone Number: (\_\_\_\_) \_\_\_\_\_  
 Fax Number: (\_\_\_\_) \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Signature In Ink)  
 Name: \_\_\_\_\_  
 (Please Print)  
 Title: \_\_\_\_\_

**I have the authority to bind the corporation.**

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS:  YES;  
 NO

*IF YES* ⇒⇒  SMALL;  WOMAN;  MINORITY;  SERVICE-DISABLED VETERAN-OWNED

*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 RFQ# 2023006-1-ENG-RFQ

	PAGE
I. <u>PURPOSE</u>	3
II. <u>COMPETITION INTENDED</u>	3
III. <u>PROJECT INFORMATION</u>	3
IV. <u>SUBMISSION INSTRUCTIONS</u>	4
V. <u>EVALUATION OF QUALIFICATION</u>	5
VI. <u>QUALIFICATION CRITERIA</u>	5
VII. <u>PRE-SUBMISSION CONFERENCE</u>	7
VIII. <u>GENERAL TERMS AND CONDITIONS</u>	7
IX. <u>SPECIFIC TERMS AND CONDITIONS</u>	14
X. <u>ATTACHMENTS</u>	14

- I. PURPOSE: The Albemarle County Service Authority (ACSA) is soliciting qualification submissions from vendors to provide Design Build (DB) services for the ACSA Fire Suppression System Replacement Project.
- II. COMPETITION INTENDED: It is the ACSA's intent that this RFQ and subsequent RFP permits competition. It shall be the Offeror's responsibility to advise the Procurement Buyer in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Procurement Buyer not later than seven (7) days prior to the date set for Qualifications deadlines. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The ACSA will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the qualification's submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact the Procurement Buyer to confirm the number of addenda before the date established for submissions deadline. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the qualification submissions.

III. PROJECT INFORMATION:

- A. The project consists of the replacement of two (2) existing dry fire sprinkler systems located at 168 Spotnap Road within the "Administration" building (2 level, approximately 8,500 SF) and the "Maintenance" building (approximately 8,300 SF). The scope of the replacement includes all components (piping, valves, sprinkler heads, wiring, controls, panels, etc.) downstream of the two (2) fire main risers. The project will also include the installation of a nitrogen generator on each of the two (2) dry fire sprinkler systems. Work will be performed in an occupied building and some night and weekend work may be required. The contractor will be required to address fire protection needs during outages of the fire sprinkler systems.

IV. SUBMISSIONINSTRUCTIONS:

- A. Four (4) original (hard copy) and one (1) digital copies are required. The digital copy shall be provided on a thumb drive.
- B. Submissions shall include the following documents in this order:
  - 1. The completed signature page of this request
  - 2. The completed Contractor's Statement of Qualifications with referenced and required attachments.
  - 3. The completed SCC form.
  - 4. A copy of all addenda should be signed and included
  - 5. Certification of No Collusion form
  - 6. Proprietary/Confidential Information Identification
- C. Qualifications packages will be received at 168 Spotnap Road, Charlottesville, VA 22911. Qualifications packages will be received until Tuesday, September 26, 2023 at 2:00 pm EST. Any further qualifications packages received will be ruled as late and will be retained un-opened. Late applications and bids will not be considered.
- D. The Owner recognizes the possible existence of confidentiality agreements between an Offeror and previous clients and fully respects such agreements. Any information requested that is considered to be confidential between the Offeror and a previous client shall be marked proprietary by the Offeror.
- E. The Owner reserves the right to visit the office(s) of an Offeror to verify any claim(s) made by an Offeror regarding staff, facilities, capabilities, qualifications and any other reasonable concerns that may arise on the part of the Owner. In such an event, the Offeror must make every reasonable attempt to clarify any concerns expressed by the Owner.
- F. The Owner will not be responsible for any costs incurred by an Offeror in response to this RFQ.
- G. In the event the Offeror discovers an error in its submission, attention may be drawn to the error by providing a written amendment to the initial Qualifications submission. All amendments shall be received by the Owner on or before the date and time fixed for receipt of Qualifications. The Offeror shall define who is authorized to approve amendments/changes. If an error is discovered after the time and date of receipt of the RFQ response, the Offeror may withdraw from consideration, but the error correction will not be accepted by the Owner.
- H. As noted above, Offerors may contact, in writing, the designated Owner point of contact for any required clarifications on this RFQ. Offerors are to refrain from contacting the Owner's personnel for purposes of requesting tours or for any other purpose relating to the project.
- I. Ownership of all data, materials, and documentation originated and prepared for the ACSA pursuant to the RFQ shall belong exclusively to the ACSA 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 Virginia Code 2.2-4342(F), 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 quote document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- J. Authority to transact business: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract. Attachment D applies, an executed copy of which shall be included with your submission.

V. EVALUATION OF QUALIFICATION:

Timely received Offerors qualifications will be evaluated in accordance with the criteria set forth below.

- A. The Owner selection committee will thoroughly review the offerors' Qualifications submissions using the evaluation criteria defined in this RFQ. The committee will determine which Offerors' submissions demonstrated the greatest conformance with the requirements set forth in this RFQ; the committee will identify a "short list" of no fewer than two and no more than five Offerors to proceed to "Step 2" of the selection process, the receipt of the RFP.
- B. The Owner will provide written notice to all firms which are not "short-listed" to allow for a 10-day appeal period.
- C. After the 10-day period has passed, the short-listed firms will be notified of their selection to move to the RFP stage and the RFP will be posted on the Procurement Division's solicitations site.
- D. Evaluation Scoring

**Evaluation of RFQ submission** **100 points**

Emphasis on evaluating qualifications based upon demonstrated performance on similar past projects

- 1. Firm experience/qualifications and performance on projects of similar size and scope (40%)
- 2. Project team/staffing; key personnel experience/qualifications and performance of projects of similar size and scope (40%)
- 3. Reference responses (20%)

VI. QUALIFICATION CRITERIA:

- A. Experience and Performance on Projects of Similar Size and Scope.

This includes consideration of references and client feedback from past and ongoing projects and a demonstrated ability to maintain project schedule and budget.

- 1. Firm Experience:  
The projects shall be sufficiently comparable so that the agency may conclude that the contractor is familiar with and capable of handling the project described herein.

Preferred Firm Experiences:

- a. Working in occupied buildings.
- b. Previous D-B experience on projects.

- 2. Project Team/Staffing:
  - a. The successful organization shall provide and maintain an experienced, professional project team that is tailored to the size, complexity and scope of work of the Project. It is recognized that the composition of the team will vary in response to the particular phases and needs of the Project. However, the Offeror is obligated to provide sufficient staffing with the qualifications required to expertly manage all construction activities relating to the Project at all times.
  - b. By submitting a response, the Offeror agrees that no individual assigned to the Project shall be removed from the Project without the prior consent of the Owner.
  - c. If the Offeror wishes to reassign an individual from the team assigned to the Project to another Project, the Offeror must make a formal, written request to the Owner and must verify that the Owner has received the request not later than ten (10) working days prior to the intended date of reassignment.
  - d. The Owner will make the final, binding decision on a release from the Project of a member of the team not later than five (5) working days from the intended date of reassignment.
  - e. The above process may be waived in cases of personal emergency or extreme personal hardship or duress. The burden of proving such conditions to the Owner remains with the Offeror. In cases in which the Owner requests the removal of a member of the team for the remainder of the duration of the Project, the Offeror's Project Manager or Principal-in-Charge will act upon such cases promptly and will, within 72 hours, propose a replacement to the Owner.

- 3. Key Personnel Experience:  
The proposed Project Manager and Superintendent most likely to be assigned to this project is familiar with and capable of handling the project described herein.

Preferred Project Manager and Superintendent Experiences:

- a. Working in occupied buildings.

- b. Previous D-B experience on projects.
- 4. Standard bonding:  
Contractor can secure bonding for this project in an amount equal to or greater than the estimated construction cost from a surety company (1) listed in the United States Department of Treasury, Federal Register, Circular 570: Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; and (2) licensed to transact surety business in the Commonwealth of Virginia.
- 5. Self-bonding program:  
Contact Owner for additional details.
- 6. Capacity:  
Contractor can demonstrate the organization's capacity to meet the project schedule and demands given its current workload.
- B. Judgments:  
Any judgment(s), whether one or several, entered against the contractor for breach of contract for construction within the past ten (10) years may be grounds for denying prequalification, at the agency's sole discretion, after due consideration of the date(s), amount(s), facts and circumstances.
- C. Substantial Non-Compliance:  
Any of the following may be grounds for denying prequalification, at the agency's sole discretion, after review and consideration of the dates, facts and circumstances.
  - 1. The contractor:
    - a. In the last three (3) years has received a final order for failure to abate or for a willful violation by the US OSHA or by the Virginia Department of Labor and Industry or any other government agency; or
    - b. has paid liquidated damages for failure to complete a project by the contracted date on more than two (2) projects in the last five (5) years; or
    - c. has paid actual damages resulting from failure to complete a project by the contacted date on more than two (2) projects in the last five (5) years; or
    - d. has been terminated for cause on a contract in the last five (5) years; or
    - e. was more than thirty (30) days late, without good cause, in achieving the contracted substantial completion date where there was no liquidated damage provision on more than two (2) projects in the last three (3) years; or
    - f. has received more than two (2) cure notices on a single project in the past two (2) years and/or more than one (1) cure notice on five (5) separate projects in the past five (5) years; or
    - g. has had repeated instances on a project of installation and workmanship deviations which exceed the tolerances in the standards referenced in the contract documents. Documentation of such instances shall be the written reports and records of the owner's representatives on the project; or
    - h. has finally completed a project more than 90 days after achieving substantial completion on two (2) or more projects in the last three (3) years, for reasons within the contractor's control. Documented delay of delivery of material necessary to perform remaining work or seasonal conditions that bear on performing the work or operating specific equipment or building systems shall be considered in mitigation; or
    - i. has had Performance or Payment Bond claims paid on its behalf in the last three (3) years.

NOTE: If the agency intends to deny prequalification based on any of the above, it shall obtain written documentation evidencing same, pursuant to Section 2.2-4317 of the Code of Virginia, prior to such denial.

D. Convictions:

Any of the following may be grounds for denying prequalification, at the agency's sole discretion, after review and consideration of the dates, facts and circumstances.

1. The contractor or any officer, director, project manager, procurement manager, chief financial officer, partner or owner of the construction company in the past ten (10) years:
  - a. has been convicted on charges relating to conflicts of interest;
  - b. has been convicted on charges relating to any criminal activity relating to contracting, construction, bidding, bid rigging or bribery;
  - c. has been convicted on charges relating to employment of illegal aliens on construction projects.
  - d. has been convicted: (i) under Va. Code Section 2.2-4367 et seq. (Ethics in Public Contracting); (ii) under Va. Code Section 18.2-498.1 et seq. (Va. Governmental Frauds Act); (iii) under Va. Code Section 59.1-68.6 et seq. (Conspiracy to Rig Bids); (iv) of a criminal violation of Va. Code Section 40.1-49.4 (enforcement of occupational safety and health standards); or (v) of violating any substantially similar federal law or law of another state.
  - e. has been fined or adjudicated of having failed to abate a citation for building code violations by a court or a local building code appeals board.

E. Debarment & Enjoinment:

The following may be grounds for denying prequalification, at the agency's sole discretion, after review and consideration of the dates, facts and circumstances:

1. The contractor or any officer, director, project manager, procurement manager, chief financial officer, partner or owner of the construction company in the past ten (10) years: has been debarred or enjoined by any agency or political subdivision of the Commonwealth of Virginia, by any agency of the United States or by any agency of another state.

F. Agency Qualification Criteria:

In addition to the information provided above, qualifications to be considered in evaluating responses include:

1. Designate any additional key personnel (i.e.: preconstruction services manager on CM at Risk projects)
2. Proof of licensure and good standing as a Class A General Contractor in the Commonwealth of Virginia.
3. Proof of ability to obtain appropriate insurance coverage for this project.
4. Provide a list of at least three professional references including contact information.

The Owner may also consider other aspects of the qualifications statements as it deems appropriate in evaluating the responses.

VII. PRE-SUBMISSION CONFERENCE: A non-mandatory pre-submission conference will be held virtually on Wednesday, September 6, 2023, at 2:00 PM EST. All parties interested in attending shall contact Alexander Morrison at [amorrison@serviceauthority.org](mailto:amorrison@serviceauthority.org), at least 48 hours prior to the meeting, to request a link.

VIII. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the ACSA will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the ACSA has purchased or uses any of its products or services, and the contractor shall not include the ACSA in any client list in advertising and promotional materials, unless the contractor has been given written permission by an ACSA representative who is authorized to sign on behalf of the ACSA.
- 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 ACSA webpage at [www.serviceauthority.org](http://www.serviceauthority.org).
- C. NON-DISCRIMINATION: By submitting their proposals, offers certify to the ACSA 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 *Virginia Code* § 2.2-4311. 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. (*Virginia Code* § 2.2.4343.1(E)).

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

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 law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

D. NON-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 ACSA 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. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The ACSA does not discriminate against faith-based organizations.

F. ANTITRUST: By entering a contract, the contractor conveys, sells, assigns, and transfers to the ACSA 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 ACSA 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 Circuit Courts of Albemarle County, Virginia. The ACSA and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Service Authority Purchasing Manual, Chapter 26-3. 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 ACSA.

I. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the ACSA 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. 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 twenty percent (25%) or \$50,000, whichever is greater, of the amount of the contract without the advance approval of the ACSA Finance Director or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
  2. The ACSA 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 ACSA 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 ACSA'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 ACSA with all vouchers and records of expenses incurred and savings realized. The ACSA 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 ACSA within thirty (30) days from the date of receipt of the written order from the ACSA. 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. 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 ACSA or with the performance of the contract generally.
- M. CLARIFICATION OF TERMS: The ACSA 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 Finance Department and any material change will be submitted to all offerors through issuance of an addendum. Any questions related to this RFQ MUST be submitted to the amorrison@serviceauthority.org 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 ACSA representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the ACSA's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the ACSA of any breach or suspected

breach in the security of such information. Contractors shall allow the ACSA to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms, and other documents, of any nature, that the Contractor would require the ACSA to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the ACSA be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the ACSA's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the ACSA's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the ACSA.
- P. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The ACSA has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the ACSA's Finance Department. Contractual disputes shall also be subject to the provisions of *Virginia Code* §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).
- Q. 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.
- R. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the ACSA, 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 ACSA may have.
- S. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the ACSA. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the ACSA. The ACSA 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 ACSA's sole discretion.
- T. DRUG-FREE WORKPLACE: Pursuant to *Virginia Code* § 2.2-4312, 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; 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 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.
- U. ETHICS IN PUBLIC CONTRACTING: Pursuant to *Virginia Code* § 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- V. 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.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, 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](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering a written contract with the ACSA, 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.
- Y. INCLEMENT WEATHER/CLOSURE OF ACSA OFFICES: If the ACSA 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.
- Z. INDEMNIFICATION: Pursuant to Virginia law, the ACSA may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- AA. OSHA STANDARDS: All contractors and subcontractors performing services for the ACSA are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and ACSA 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 ACSA to the Contractor belong to the ACSA, 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 ACSA hereunder is specifically authorized in writing by the ACSA in advance. All documents or electronic media prepared by or on behalf of the Contractor for the ACSA are the sole property of the ACSA, free of any retention rights of the Contractor. The Contractor hereby grants to the ACSA 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 ACSA 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 ACSA shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the ACSA fails to make payment by the require payment date, the ACSA 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 ACSA with a federal employer identification number, prior to receiving any payment from the ACSA.
    - 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 ACSA 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 ACSA 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 ACSA 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 the ACSA of its prompt payment obligations with respect to those charges which are not in dispute (*Virginia Code* § 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 ACSA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the ACSA 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 ACSA, 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 ACSA.

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 ACSA, the County of Albemarle, 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 ACSA 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 *Virginia Code* §2.2-4342, all proceedings, records, contracts and other public records relating to the ACSA's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia 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 ACSA 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 ACSA 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 ACSA all such information and data for this purpose as may be requested. The ACSA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The ACSA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the ACSA 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. CONTRACTOR'S CONDUCT AND PERFORMANCE:** The Contractor's Supervisor shall be responsible for the conduct and performance of the Contractor's employees and compliance with the following rules:

- Contractor's employees appearing to be under the influence of alcohol or drugs
- shall not be permitted in the building.
- No loud or boisterous conduct will be permitted.
- Contractor's employees will not open desk drawers or cabinets at any time.
- ACSA buildings are "smoke-free". No use of tobacco products will be allowed except within designated areas outside.
- No one is permitted in any ACSA building other than the contractor's employees during the performance of this contract.
- The ACSA reserves the right to request the removal of any of the Contractor's employees from the building at any time for reasonable cause. The Contractor or the Designated Supervisory representative shall have such employees leave the facility premises upon receipt of such request.

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

**KK. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the ACSA 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 ACSA's procurement activities. Toward that end the ACSA encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.

**LL. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to the *Virginia Code* §2.2-4311.2 (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 ACSA is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the ACSA's tax exempt status will be furnished by the ACSA upon request.

**NN. TESTING AND INSPECTION:** The ACSA 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 ACSA, 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 identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the ACSA 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.

6. SPECIAL TERMS AND CONDITIONS:

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the ACSA, whichever is sooner. The ACSA and its authorized agents shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: The ACSA 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.
- C. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7. METHOD OF PAYMENT: Payment will be made at completion of project, upon receipt of a valid invoice, and for additional services as ordered and agreed at time of order within 45 days of invoice date, unless specified differently in the contract.

IX. ATTACHMENTS

ATTACHMENT A	Contract Statement of Qualification
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Proprietary/Confidential Information Identification

STANDARD FORM  
FOR  
CONTRACTOR'S STATEMENT  
OF QUALIFICATIONS

*TO BE COMPLETED BY BIDDERS OR OFFERORS IN RESPONSE TO THE RFQ AND THE QUALIFICATION  
CRITERIA PROVIDED THEREIN*

# **TABLE of CONTENTS**

**I. General Information**

**II. Bonding**

**III. Judgments**

**IV. Convictions and Debarment**

**V. Compliance**

**VI. Experience**

**VII. Signatures**

**Attachments**



# CONTRACTOR'S STATEMENT OF QUALIFICATIONS

## I. General Information

1. Submitted to:

Address:

2. Name of Project:

Project Code Number:

3. Type of work you wish to qualify for: Construction Management-at-Risk Services

4. Contractor's Name:

Mailing Address:

Web site:

Telephone Number:

Contact Person:

Contact Person's Phone Number: ( )

State Contractor's License Number:

Designated Employee Registered with the Virginia Board for Contractors:

Provide the name and title, direct telephone number (including extension), cellular telephone number and direct e-mail address of the highest ranking individual within the organization that will have oversight responsibility for the organization's involvement with the Project (if not the designated contact person above):

If different from the location provided above, provide the organization's local or regional office information (including physical address, mailing address, telephone number, and main e-mail address or web site address) to be used in delivering the requested services to be provided on the Project:



Type of partnership:

List of General Partners:

Name

Phone #

Years as G.P.

8. If individually owned -

Years in Business:

9. Have you ever operated under another name? Yes \_\_\_ No \_\_\_

If yes -

Other name:

Number of years in business under this name:

State license number under this name:

**II. Bonding**

Provide a letter from your surety company listing your organization's current single Project and total Projects bonding capacity, including such information for the local or regional office that will be used in delivering the services to be provided on the Project (if the local or regional office is separately bonded); attach this letter to the Form CO-16. For projects that are applying for bonding under the Self-Bonding Program, contact Owner for submission requirements.

1. Bonding Company's name:

Address:

Representative (Attorney-in-fact):

2. Is the Bonding Company listed on the United States Department of the Treasury list of acceptable surety corporations?

Yes \_\_\_ No \_\_\_

3. Is the Bonding Company licensed to transact surety business in the Commonwealth of Virginia?

Yes \_\_\_ No \_\_\_

4. Describe the capacity the organization has to meet the project schedule and demands. Include an analysis of current workload.

**III. Judgments**

In the last ten (10) years, has your organization, or any officer, director, partner or owner, had judgments entered against it or them for the breach of contracts for construction?

Yes \_\_\_ No \_\_\_

If yes, on a separate attachment, state the person or entity against whom the judgment was entered, give the location and date of the judgment, describe the project involved, and explain the circumstances relating to the judgment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

**IV. Convictions and Debarment**

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten (10) years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - a. ever been fined or adjudicated of having failed to abate a citation for building code violations by a court or local building code appeals board?  
Yes \_\_\_ No \_\_\_
  - b. ever been found guilty on charges relating to conflicts of interest?  
Yes \_\_\_ No \_\_\_
  - c. ever been convicted on criminal charges relating to contracting, construction, bidding, bid rigging or bribery?  
Yes \_\_\_ No \_\_\_
  - d. ever been convicted: (i) under Va. Code Section 2.2-4367 et seq. (Ethics in Public Contracting); (ii) under Va. Code Section 18.2-498.1 et seq. (Va. Governmental Frauds Act); (iii) under Va. Code Section 59.1-68.8 et seq. (Conspiracy to Rig Bids); (iv) of a criminal violation of Va. Code Section 40.1-49.4 (enforcement of occupational safety and health standards); or (v) of violating any substantially similar federal law or law of another state?  
Yes \_\_\_ No \_\_\_
  - e. ever been convicted on charges relating to employment of illegal aliens on construction projects?  
Yes \_\_\_ No \_\_\_
2.
  - a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_
  - b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_

**V. Compliance**

If you answer yes to any of the following, on a separate attachment give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. Has your organization:
  - a. ever been terminated on a contract for cause?  
Yes \_\_\_ No \_\_\_

- b. within the last five (5) years, made payment of actual and/or liquidated damages for failure to complete a project by the contracted date?  
Yes \_\_\_ No \_\_\_

2. Has your organization, in the last three (3) years, received a final order for willful and/or repeated violation(s) for failure to abate issued by the United States Occupational Safety and Health Administration or by the Virginia Department of Labor and Industry or any other government agency?  
Yes \_\_\_ No \_\_\_
  
3. Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?  
Yes \_\_\_ No \_\_\_
  
4. Has your organization been **more than thirty (30) days late, without good cause**, in achieving the contracted substantial completion date where there was no liquidated damages provision on more than two (2) projects in the last three (3) years?  
Yes \_\_\_ No \_\_\_
  
5. Has your organization **finally completed a project** more than ninety (90) days after achieving substantial completion on two (2) or more projects in the last three (3) years, for reasons within the contractor's control? Documented delay of delivery of material necessary to perform remaining work or seasonal conditions that bear on performing the work or operating specific equipment or building systems shall be considered in litigation.  
Yes \_\_\_ No \_\_\_
  
6. Has your organization **received more than two (2) cure notices** on a single project in the past two (2) years and/or more than one (1) cure notice on five (5) separate projects in the past five (5) years?  
Yes \_\_\_ No \_\_\_
  
7. Has your organization **had repeated instances** on a project of **installation and workmanship deviations which exceed the tolerances of the standards referenced** in the contract documents? Documentation of such instances shall be the written reports and records of the Owner's representatives on the project.  
Yes \_\_\_ No \_\_\_

**VI. Experience**

If your organization has multiple offices, provide the following information for the office that would handle projects under this prequalification. If that office has limited history, list its experience first.

1. Attach a list of all projects, giving project name, location, size, dollar value, and completion date for each that your organization has **completed** in the last ten (10) years.
  
2. Attach a list of your organization's projects in **progress**, if any, at the time of this statement. At a minimum, provide project names and addresses, contract amounts, percentages complete and contact names and numbers for the architects and owners.
  
3. If this statement is for a particular project, identify three (3) projects from those identified in 1 and 2 above which are most relevant or similar to the project(s) for which you are seeking

prequalification; these projects are designated as your “Firm’s Representative Projects” *and will also be included on Attachment B, “Crosswalk of Firm and Key Personnel Experience”*.



**Firm Representative Project 1.**

Project Name:

Project Address:

Owner's Name:

Address:

Phone Number:

Contact:

Architect's Name:

Address:

Phone Number:

Contact:

*Provide additional project data as required in the “Crosswalk of Firm and Key Personnel Experience”. (See attachment 3.) Provide explanations for any cost or schedule growth greater than 10%.*

Describe key lessons learned:

Provide evidence that any preconstruction services provided resulted in cost savings and effective schedule management:

**Firm Representative Project 2.**

Project Name:

Project Address:

Owner's Name:

Address:

Phone Number:

Contact:

Architect's Name:

Address:

Phone Number:

Contact:

*Provide additional project data as required in the “Crosswalk of Firm and Key Personnel Experience”. (See attachment 3.) Provide explanations for any cost or schedule growth greater than 10%.*

Describe key lessons learned:

Provide evidence that any preconstruction services provided resulted in cost savings and effective schedule management:

**Firm Representative Project 3.**

Project Name:

Project Address:

Owner's Name:

Address:

Phone Number:

Contact:

Architect's Name:

Address:

Phone Number:

Contact:

*Provide additional project data as required in the “Crosswalk of Firm and Key Personnel Experience”. (See Attachment 3.) Provide explanations for any cost or schedule growth greater than 10%.*

Describe key lessons learned:

Provide evidence that any preconstruction services provided resulted in cost savings and effective schedule management:

4. Staffing: Describe how your firm would staff this project. The Proposal must include a description of the duties and responsibilities of all key Project team members and an organizational chart indicating the title or function of each individual and the reporting structure and functional relationships between the team members.
  
5. Personnel experience: For all designated key personnel (i.e.: project manager, superintendent, preconstruction manager, etc.), describe the background and experience that would qualify him or her to serve successfully on this project. For all key personnel to be assigned to this project, provide as an attachment a resume which includes:
  - a. Title (Principal, Project Manager, Superintendent, etc.).
  - b. Number of years of experience in the construction industry.
  - c. Summary of education, including the name(s) of the institution(s) from which the individual graduated and the year(s) of graduation.
  - d. Listing of professional registrations, including registration numbers and dates that the respective registrations were first obtained, per state, along with any certifications relevant to the individual's proposed function on this project.
  - e. List of any professional / trade organization affiliations and associations in which the individual actively participates.
  - f. Identification of at least three (3) similar or comparable projects on which each proposed key personnel have served in that capacity or positions of similar or comparable responsibility within the last ten (10) years, including at least one of those within the last five years. For these three (3) projects, if the project is NOT a "Firm Representative Project" for which this information was previously provided above, then provide the names, addresses, and phone numbers of the Owner's and Architect's contact person for each that can be contacted to obtain an assessment of the individual's competencies and capabilities for the project.

Project Name:

Project Address:

Owner's Name:

Address:

Phone Number:

Contact:

Architect's Name:

Address:

Phone Number:

Contact:

*For all designated key personnel, also provide project-specific information by completing Attachment 3, “Crosswalk of Firm and Key Personnel Experience”. This data includes the percentage of each key individual’s time which will be committed to the project (i.e.: 100%, 80%, etc.)*

6. Provide additional attachments, as required, in response to any additional agency-specified prequalification criteria provided in the RFQ.

**VII. Signatures**

The undersigned certifies under oath that the information contained in this Statement of Qualifications and attachments hereto is complete, true and correct as of the date of this Statement.

\_\_\_\_\_  
(Name of entity signing this Statement of Qualifications)

By: Name of Signer (print) \_\_\_\_\_

\_\_\_\_\_  
(Signature in ink)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notary**

State of: \_\_\_\_\_

County/City of: \_\_\_\_\_

**Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.**

\_\_\_\_\_  
Notary Public Signature

My commission expires: \_\_\_\_\_

Notary Seal:

**ATTACHMENT B**

**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

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

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

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

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_  
I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



ATTACHMENT C

**STATE CORPORATION COMMISSION & REGISTERED AGENT FORM**

**Virginia State Corporation Commission (SCC) registration information.**

**Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.**

**The Offeror:**

◆	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
◆	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
◆	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> <li>1. ◆ Maintaining, defending, or settling any proceeding;</li> <li>2. ◆ Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;</li> <li>3. ◆ Maintaining accounts in financial institutions;</li> <li>4. ◆ Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;</li> <li>5. ◆ Selling through independent contractors;</li> <li>6. ◆ Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;</li> <li>7. ◆ Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;</li> <li>8. ◆ Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired;</li> <li>9. ◆ Owning, protecting, and maintaining property;</li> <li>10. ◆ Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions;</li> <li>11. ◆ For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or</li> <li>12. ◆ Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or</li> <li>13. ◆ Transacting business in interstate commerce. <b>-OR</b></li> </ol>
◆	is an out-of-state business entity that is including with this bid <b><u>an opinion of legal counsel</u></b> which accurately and completely discloses the undersigned bidder'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. <b>Attach opinion of legal counsel to this form.</b>

**Registered Agent Information**

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

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATION OF NO COLLUSION**

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

This bid 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 bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, 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

