

ATTACHMENT B - PROPOSAL SUBMITTAL GUIDELINES & CRITERIA FOR EVALUATION

ONLY ELECTRONIC PROPOSAL SUBMITTALS ARE PERMITTED.

The Proposal Submittal Guidelines below describe the procedure for electronic proposal submission.

As used herein (1) the term “firm” shall mean Offeror or Offeror’s business, as applicable and may be used interchangeably; (2) the term “Contractor or Consultant” shall mean the awarded Offeror, and (3) the terms “work”, “services” and “tasks may be used interchangeably.

Proprietary Information/Exceptions: All data, materials and documentation originated and prepared by the Offeror for the City pursuant to this RFP will belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia. See Section D.4 below for additional information.

The City, and its officers, employees or agents will not have access to any Proposals prior to the scheduled due date of the RFP.

I. PROPOSAL ELECTRONIC SUBMITTAL GUIDELINES

A. GENERAL REQUIREMENTS

1. In preparing proposals, Offerors should consider the details included in the *Scope of Work & Requirements* (RFP Attachment A) and in the *Criteria for Proposal Evaluation* (Section II of this Attachment B). Proposals should provide complete, straightforward, clear responses to this RFP.
2. All pages shall be formatted for 8 ½” x 11” paper, with type no smaller than 12 point Arial (or equivalent) font size.
3. Proposals must be signed by an authorized representative of the Offeror. The Offeror’s signature on the RFP Offer Form (Attachment C.1) certifies that:
 - (a) The proposal, as submitted, complies with all provisions, requirements terms and conditions and instruction as set forth in this RFP.
 - (b) In the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.
 - (c) The Offeror submitting the proposal is registered to do business in the Commonwealth of Virginia, if applicable, and currently holds all required and applicable licenses and/or permits.
4. The City reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the most qualified and best suited Offeror(s) to best serve the interests of the City.
5. The City will not consider information other than the materials provided in a duly submitted proposal and/or subsequent interviews for proposal evaluation purposes

6. Failure to submit all information requested may result in the City Purchasing Agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion.
7. Digital Signatures are permitted.

B. PROPOSAL FORMAT – Step One – Technical Proposals

In addition to the Forms in Attachment C and any signed addenda, Offerors are required to submit the following as a complete proposal, organized in the prescribed format and with careful attention to page limitations, in the order listed.

NOTES: Section 8 is optional and may be left blank at the discretion of the Offeror.

Title Page & Addenda

Include RFP number, RFP Title, name of Offeror, address, telephone number, and date of preparation. Provide name, telephone number, and email address of person to contact regarding proposal questions or issues.

Signed and dated RFP Addenda.

If the proposal contains any proprietary, confidential or trade secret material, such notice must be attached. In addition, the Offeror must (i) indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary. This is in addition to the redacted version of the RFP specified in Section D.4 below. **Classification of an entire proposal and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the proposal.**

Table of Contents

List the material included in the proposal by section, including all items set forth below. Number all pages and include Offeror's name.

Section 1: Executive Summary *(Maximum 2 Pages)*

- a. Executive summary on company letterhead, signed by a person with the legal authority to enter into contracts. Identify a primary point of contact/project manager who will work with the City during the RFP process and term of any contract.
- b. Offeror's understanding of services sought through this RFP. Include a description of the Offeror's underlying philosophy and approach to providing the services.

Section 2: Credentials, Qualifications, Experience *(Maximum 4 Pages)*

- a. **Offeror's Qualifications** - Describe Offeror's qualifications and ability to fulfill the work required and provide the relevant client gains/losses over the last five years. Describe relevant/related experience.
- b. **Proposed Team** Identify key personnel and associates, clearly identifying the project manager responsible for the services proposed. Provide names, qualifications, and related work experience and any partners, and/or proposed subcontractors. Provide the employee turnover rate during the last five years. Describe relevant experience and capabilities of proposed team to perform services under this RFP, and the Offeror's previous experience working with the subcontractor. Resumes and copies of licenses and certifications may be included.

- c. **Related Projects and/or Contracts** - Provide a narrative summary of the number of years and documented success and/or experience in providing services specific or similar to the requested in this RFP and briefly describe the services provided. If there is limited direct experience, include how the Offeror's alternative qualifications will translate to successful outcomes.

Section 3: Provision of Services/Project Approach (Maximum 4 Pages)

The Offeror shall address the provision of Services as included in the of this RFP's Scope of Work & Requirements, Attachment A including but not limited to the following.

- a. Provide a brief timeline for implementation, identifying key milestones and the assigned personnel associated with those tasks.
- b. A statement confirming the Offeror's understanding of the work to be performed in accordance with the RFP. Descriptions of the project approach, the procedures to be employed and a general description of the tasks that the Offeror will complete relating to the deliverables. Offeror should include an awareness of difficulties in completion of this undertaking and a plan for surmounting them.
- c. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.
- d. The Offeror shall indicate the inclusion of the work plan steps and approach, and all related firm activities.
- e. Offeror should set forth estimates of response times to contacts from City staff or elected officials. This section should discuss the availability of staff for meetings and presentations either on the City's offices during both normal working hours and outside normal working hours. Normal working hours for the City is 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays.
- f. Identify all site(s) which will be used to fulfil contract requirements. Provide a brief timeline for implementation, identifying key milestones and the assigned personnel associated with those tasks.
- g. A statement of the Offeror's understanding of the work to be performed with descriptions of the project approach and illustrations of the procedures to be employed and a general description of the tasks that the Offeror will complete relating to the deliverables. Offeror should include an awareness of difficulties in completion of this undertaking and a plan for surmounting them.

Section 4: Financial & Business Summary (Maximum 2 Pages)

Provide a current Dunn and Bradstreet "Business Information Report" or other equivalent independent study which includes an in-depth analysis of the Offeror's financial position, business overview, products and services, history, executives, etc. (if available) and/or the Offeror's last two audited financial statements.

Section 5: Quality Assurance/ Quality Control (Maximum 2 Pages)

Include a summary of the Offeror's Quality Assurance/ Quality Control process including the data adopted, procedures, evaluation criteria, and how the Offeror's organization will assure conformance with federal and state regulations (i.e. ERISA, Secure 2.0, IRS, SEC, SOC, ADA, WCAG 2.1), and the contract and tasks to be assigned under the contract. The Offeror is strongly encouraged to include and reference relevant sample forms and checklists in Section 9.

Section 6: Exceptions

The Offeror shall state any exception to any contractual terms or conditions including but not limited to, the City's Standard Terms and Conditions, the Statement of Work/Needs or liability provisions contained herein in writing at the time of responding to this RFP. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which Offerors are selected for negotiations.

Section 7: Alternatives & Additional Considerations (Maximum 4 Pages)

This section allows the Offeror an opportunity to present alternatives, along with additional relevant information, for the City's consideration. Possible materials may include:

- a. Services in addition to those stated in the Scope which the Offeror may propose to offer a more comprehensive range of services.
- b. Recommended best practices and/or innovative approaches to providing services to the City.
- c. Approach to identifying and addressing risks/challenges to the implementation of this program; and
- d. Best practice or innovative approaches taken to address investment returns, fiduciary oversight, project budget constraints, increase schedule efficiency, and/or address project-specific goals or challenges.
- e. Other considerations that the Offeror may wish to highlight for the City.

Section 8: Optional Appendix

Include any additional information relevant to the City's consideration.

Section 9: Completed Submittal Forms

Include all completed forms published in Attachment C, signed and dated:

1. Attachment C1 - Offer Form
2. Attachment C2 - Authority to Transact Business in Virginia
3. Attachment C3 - Company Information
4. Attachment C4 - References
5. Attachment C5 -Trade Secret/Proprietary Information Identification

C. PROPOSAL FORMAT – COST PROPOSALS

Cost Proposals are to be submitted in a separate, password-protected electronic package. Unless otherwise stipulated in the request, the Cost Proposal will include, but not be limited to, an itemized firm fixed hourly unit price for labor services and a firm fixed percent discount for all goods including associated costs and any additional supplemental or anticipated fees. The fixed price quoted will include the cost of travel and accommodation incurred by the Offeror in delivering FCA services, if applicable. Cost proposals will be considered in the overall award decision.

D. ELECTRONIC DELIVERY OF PROPOSALS

1. The Offeror's Name, RFP number title shall be listed on the cover of each proposal.
2. Paper, fax, emailed or hand-delivered Proposals **WILL NOT** be accepted in response to this solicitation.
3. **All Proposals must be submitted in the form of a PDF and submitted electronically via email ONLY to:**

cmyers@fallschurchva.gov (Cordell Myers, Deputy Purchasing Agent) with
copy to Purchasing@fallschurchva.gov

Subject line of email: RFP Number, Offeror's Name, Proposal Package

If confirmation of Proposal receipt is needed, please use the "Request Delivery Receipt" or similar email option when submitting your Proposal.

4. In accordance with Attachment C5 "Trade Secret/Proprietary Information Identification", if the Proposal contains trade secret or proprietary or information, the Offeror shall also submit a separate, redacted (with applicable information blacked out) version of the original proposal PDF. The file name of the PDF(s) shall include the RFP number, Offeror's name, date of Proposal, and the word "REDACTED" if applicable.
5. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities.
6. Oral proposals or proposals delivered by means such as facsimile or embedded in e-mail text are not allowed; proposals so delivered will not be considered.
7. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror. Carelessness in quoting business terms or in preparation of the proposal will not relieve the Offeror. Offerors are advised to review their proposals for possible error. Errors discovered after negotiation cannot be corrected, and the Offeror will be required to perform if its proposal is accepted.
8. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors.
9. Under no circumstances shall an Offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.
10. Conditional proposals are subject to rejection in whole or in part.

II. CRITERIA FOR PROPOSAL EVALUATION

A. PROPOSAL EVALUATION

1. Proposals shall be evaluated by the City's Selection & Evaluation Committee ("Committee"). Proposals determined not to meet one or more RFP requirements may be excluded from further consideration.
2. Major factors to be considered in the evaluation include, but shall not necessarily be limited to, the tasks, specifications, and/or requirements outlined in the Scope of Work, Minimal qualifications and Organizational Structure, and the Criteria set forth below. The following factors will be considered by the Committee in the award of a contract:
 - **Qualifications/Credentials of Offeror/Proposed Team** - Qualifications of the Offeror with appropriately qualified, licensed, certifications of CFA and CFP (preferred), and experienced personnel necessary to perform the work. As a fiduciary, the Offeror and Proposed Team have a verifiable conflict of interest, cybersecurity, PII, confidentiality, and artificial intelligence (AI), investment policies. to effectively and efficiently deliver services and meet deadlines. The lead investment consultant is registered to operate in the Commonwealth of Virginia and is a Registered Investment Advisor (RIA) with the Securities

and Exchange Commission (SEC) under the Investment Advisors Act of 1940. Strength of the resumes of the project manager/point of contact and other staff, partners, proposed subcontractors including licenses and certifications. History of subcontractors and Partners with the Offeror.

- **Experience** - Documented experience of the Offeror and key staff in performing similar services, project performance, and roles and responsibilities in other contracts/projects. Consideration will be given to Offerors with experience that best meets the City's needs as outlined in the scope of work.
 - **Project Methodology-Approach to Provision of Services** - Depth of response and a clearly demonstrated understanding of the services to be provided, the City's needs and work to be performed. Ability of the Offeror to address or identify challenges and develop solutions.
 - **Responsiveness** – Capability of the Offeror to provide prompt and responsive services to the City. This may include, but is not limited to, past history of on-time service, best practices, and current workload.
 - **Quality Assurance Process** – Firm's plan for internal review of work. Extent to which Quality Assurance/Quality Control process has been in place, to include but not limited to investment analysis, cybersecurity, PII data protection, and AI utilization, and documented in System and Organization Controls (SOC) Report.
 - **Alternative Solutions Proposed** – Innovative but achievable approaches proposed for the City's consideration.
 - **Proposal Compliance** - The extent to which the proposal is clear, complete and meets the requirements of the RFP.
3. The Committee will evaluate the responses of all Offerors to create a Short List of those deemed responsible and most qualified to perform the work.

The following weighting of criteria will be used for the City's Step One evaluation of all Technical Proposals:

	EVALUATION CRITERIA	# POINTS
1	Qualifications / Credentials of Firm/Proposed Team	25
2	Experience/References	35
3	Approach /Methodology to include alternative solutions	20
4	Quality Assurance Process	15
5	General Proposal Compliance & impact of any exception(s) taken	5
	Technical Proposal Sub-Total	100
6	Cost Proposal	40
	GRAND TOTAL	140

4. In addition to evaluating the Offeror's proposal as submitted, the City may make such reasonable investigations and evaluations as deemed proper and necessary to determine the ability/capability of the Offeror to perform the services required. Such investigations may include:

- On-site or virtual visitation to inspect/assess the Offeror's physical facilities and other capabilities;
- Documentation that Offeror is licensed under applicable laws of the Commonwealth of Virginia;
- References provided in the proposal as well as others for whom the Offeror has provided services; and
- Certification of other Offeror claims provided in the proposal and/or other applicable data.

The Offeror agrees to cooperate and shall furnish to the City all such reasonable information/data and/or access for this purpose as may be requested.

The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated herein.

III. SELECTION PROCESS

- A. The City is using the Competitive Negotiation method (Goods and Non-Professional Services) for contractor selection, per the Virginia Public Procurement Act (VPPA), Section 2.2-4302, for this procurement. Evaluation and awards will be determined using "Best Value" determination which means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the City's needs
- B. Evaluation of proposals shall be a two-step process based on the criteria as listed and other data developed during the selection process.
- C. Following initial evaluation of the written Technical Proposals as submitted and other information gathered to date (Step One), the City will make selection of two (2) or more Offerors deemed fully qualified and best suited among those submitting proposals, on the basis of the factors stated in this RFP (the short list).
- D. In Step Two, the short-listed firms will be notified in writing and detailed Cost Proposals, proposed exceptions and additional documentation will be requested by the Purchasing Agent and submitted as directed. If optional interviews are requested, a schedule will be included. Repetitive informal interviews are permissible.
- E. Offerors will be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed contract, as well as alternative concepts.
- F. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any contractual terms and conditions including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the public body. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluation which offerors are selected for negotiations. Price shall be considered but need not be the sole or primary determining factor.

- G. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.
- H. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- I. In the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion.
- J. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Offeror's proposal as negotiated.
- K. Offerors may inspect the proposal records after evaluation and negotiations are complete, but prior to award (Code of Virginia, §2.2-4342D). The Proposal Evaluation results shall remain confidential until after the Notice of Contract Award and contract execution with the successful Offeror(s). Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
- L. All awards for goods and non-professional services over \$100,000 are contingent upon City Council approval.
- M. Public announcement of an award or intent to award will be posted on the City's website: www.fallschurchva.gov/Bids.
- N. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous or otherwise debrief any Offeror.

IV. PROPOSAL SUBMISSION COVENANTS

The Offeror's signature on the RFP Offer Form covenants and certifies acknowledgement and compliance with following:

1. Fully Informed

The Offeror acknowledges that they have read this solicitation, understand it, has satisfied itself from its own investigation of the conditions to be met and/or products to be provided, fully understands Offeror's obligation, agrees to be bound by this solicitation's terms and conditions, and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information. In addition, the Offeror has or will provide properly trained employees, staff, subcontractors (if approved by the City), or other personnel; and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations; that in any manner may affect the cost, delivery, progress, or performance of products and/or work proposed and to be provided under this RFP.

2. Collusion

In the preparation and submission of this RFP, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

3. Employees Not to Benefit

- a. To the best of the Offeror's knowledge, no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate

family (including spouse, parents or children), has received, been promised, directly or indirectly, or will receive any financial benefit, including but not limited to fees, commission, finder's fee, political contribution or any similar form of remuneration, or other financial benefit of more than nominal or minimal value on account of the act of awarding and/or executing this contract.

If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Suite 204E, Falls Church, VA 22046. Relevant Invitation for RFP Number should be referenced in the disclosure.

4. Licenses and Insurance

The firm submitting the Offer is licensed and registered to do business in the Commonwealth of Virginia and has the current licensing and certification as may be required under this solicitation as of the date of Offeror submission.

If awarded the contract, the Contractor shall have insurance coverages as specified in section entitled "Standard Provisions", sub-section entitled "Insurance" at the time the work commences and shall submit proof of such insurance to the City as stipulated in that section.

5. Ethics In Public Contracting

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Public Procurement Act as set forth in the Code of Virginia, as amended, pertaining to Offerors, Offerors, contractors, and subcontractors are applicable to this solicitation. By submitting a proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6. Conflict of Interest

The provisions referenced in the paragraph above entitled "Ethics In Public Contracting" above, supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

7. Employment Discrimination By Contractor Prohibited

During the performance of any resultant contract, the Offeror will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides that:

In every contract over \$10,000.00 the provisions in "a" and "b" below apply:

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

8. In every Contract over \$10,000, the following shall also apply:

- a. Drug Free Workplace - During the performance of any resultant 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 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.
- b. Child and Forced Labor – The Contractor is (i) prohibited from the use of forced or indentured child labor in the performance of the contract and (ii) required to include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.