Dahab Associates, Inc.

#### Request for Proposal – 2022

**Large Cap Growth**

**Charlottesville Retirement System**

**Please note that the fee section must be removed from the RFP and submitted as a separate Word document.**

1. **Introduction**

The City of Charlottesville Retirement System, located in Virginia, is conducting a large cap growth equity investment manager search under the guidance of their investment consultant, Greg McNeillie with Dahab Associates, Inc. The System has approximately $225 million in total assets. The amount of this search is $24 million. All proposals will be evaluated by the investment consultant and recommendations will be made to the Commission who will make the final decision.

1. **Timetable**

**proposals are due: October 6, 2022 at 5:00 pm EST**

**Final presentations:**  Date To Be Determined

Prior to the awarding of the contract, the Charlottesville Retirement Commission (hereinafter referred to as Commission) will interview the top ranked offerors. The interviews will be 45 minutes in length, with 35 minutes for a presentation and 10 minutes for questions. Top ranked offerors should plan to bring the portfolio manager as well as the client service representative who would be responsible for the account.

1. **Contract Period**

The contract period will be three (3) years from the date of the award, with five (5) additional one (1) year renewals with written agreement by both parties.

1. **Scope**

The manager’s primary responsibility will be to serve the Charlottesville Retirement System in its fiduciary capacity regarding these funds. The manager will be expected to meet with the Commission at regular intervals and to report to the Commission at least once per month on the performance of the portfolio. The manager will be expected to invest in accordance with the goals and objectives of the Charlottesville Retirement System and within the tolerance for risk established therein.

1. **Minimum Criteria**

The successful offeror will be expected to meet the standards necessary in order to satisfy the demands placed on the Commission under Section IV. (SCOPE). This and a comprehensive and complete fee schedule will make up the minimum criteria the Commission will use in order to establish eligibility. Please place the fee schedule in a separate Word document in your response to this RFP. In addition, offerors are expected to fill out the attached questionnaire. This questionnaire and any other promotional materials, reports or documents which the offeror may wish to submit will be used by the Commission in determining their qualifications for the minimum criteria discussed and for the evaluation criteria which the Commission has established for this project.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>. Complete and submit the attached Virginia State Corporation Commission Form with the proposal.

Failure to satisfactorily meet any of these criteria and/or the submission of information which is deemed unsuitable to the desires of the Charlottesville Retirement Commission will lead to automatic disqualification.

1. **Evaluation Criteria**
2. A proven track record of success in managing large cap growth portfolios.
3. The ability to achieve consistent, superior investment returns for the portfolio, as compared to the Russell 1000 Growth benchmark.
4. The ability to give the Commission the best return on its investments for the duration of the engagement.
5. The financial strength and the stability of the organization.
6. Clear and demonstrable buy and sell disciplines, selection processes, and execution procedures.
7. The ability to analyze and monitor equity markets.
8. The ability to keep execution and transaction costs down to competitive levels.
9. The capability to manage a large cap growth portfolio under the objectives established by the Commission and in accordance with requirements and restrictions mandated by Employees Retirement Income Security Act (ERISA) of 1974.
10. The ability to provide these services at competitive rates.
11. **Reports**

The manager will file reports, preferably monthly, not less than quarterly, with the Commission detailing the performance of the portfolio and future expectations regarding the investment of its assets. The manager will be expected to meet with the Commission on an annual basis. The manager will be expected to furnish other information on an as needed basis.

1. **Meeting and Timing**

Responses will be due on October 6, 2022. Finalists will be expected to meet with the Commission. The answers given at the presentations will be included in the decision-making process.

1. **General Terms and Conditions**
2. 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 an electronic notice on the City’s website at<https://www.charlottesville.gov/purchasing>.
3. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia* 2.2.4343.1E and Code of the City of Charlottesville Chapter 2, Article XV, § 2-431).

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

1. During the performance of this contract, the contractor agrees as follows:
   * 1. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
     2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
     3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
   1. 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.
2. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, status as a veteran, or disability, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
3. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
4. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
5. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the City of Charlottesville, Virginia.
6. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
7. AVAILABILITY OF FUNDS: The City’s obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the City’s performance thereof.
8. 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.
9. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from the date set by this RFP for receipt of proposals.
10. Business-To-Government Vendor Registration: The City’s SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non-registered vendor. Go to <https://www.charlottesville.gov/purchasing>.
11. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
    1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than ten percent (10%) or $25,000 without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
    2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
12. By mutual agreement between the parties in writing; or
13. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City’s right to audit the contractor’s records and/or to determine the correct number of units independently; or
14. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
15. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to Dahab Associates, Inc. and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the Dahab Associates, Inc. no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by Dahab Associates, Inc**. 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. See Guidelines for Asking Questions on page 15 of this RFP.

1. CONTRACTOR’S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor’s proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or the Charlottesville City Code, or (iv) that would, in the City’s sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the City’s needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.
2. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor’s intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City’s Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions). Resolution of a claim by the City or its administrative appeals panel shall not relieve a contractor of the requirement to submit any invoice(s) as a condition of receiving payment of specific amount(s) from the City.
3. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by federal government, the Commonwealth of Virginia, or any local government or public authority, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
4. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
5. DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City’s sole discretion.
6. DRUG-FREE WORKPLACE CLAUSE: During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
7. ETHICS IN PUBLIC CONTRACTING: Per *Code of Virginia*, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
8. 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.
9. IDLING REDUCTION REQUIREMENT: Contractors are required to comply with the City of Charlottesville’s Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy can be made available to any Bidder/Offeror by submitting an email request to [purchasing@charlottesville.gov](mailto:purchasing@charlottesville.gov).
10. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
11. INCLEMENT WEATHER/CLOSURE OF CITY OFFICES: If the City of Charlottesville is closed for business date and time set by this RFP for receipt of proposals, then proposals will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of proposals.
12. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney’s fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of , and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
13. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
    1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
    2. Employer’s Liability - $100,000. This policy shall specifically list Virginia as a covered state.
    3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
    4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be operated or driven on city property while under contract.)

1. Companies relying on use of employees’ personal vehicles must provide proof of “non-owned” or “for-hire” automobile liability coverage.

* 1. Professional Liability Insurance. At its sole expense, and prior to commencing any activities under this Agreement, Contractor shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Contractor, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $5,000,000 (“Required Insurance”). Contractor shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the City. Upon execution of this Agreement Contractor shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Contractor’s insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Contractor shall immediately (within one business day) notify the City. Contractor’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A- VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;

2. shall be kept in force throughout performance of services;

3. shall be an occurrence based policy;

4. shall include completed operations coverage;

5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;

6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the bidder’s policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage, or other evidence satisfactory to the City in its sole discretion. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance:Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier’s refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the City of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this RFP shall affect, or shall be deemed to affect, a waiver of the City’s sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provisions requiring the City to waive or limit any sovereign or governmental immunity to which it may be entitled.

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

1. OSHA STANDARDS: All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
2. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor’s performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.
3. PAYMENT:
   1. To Prime Contractor:
      * 1. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the require payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
        2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
        3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
        4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
        5. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).
   2. To Subcontractors:
      * 1. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the City and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

* + - 1. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

1. PAYMENT TERMS: Proposal should clearly state payment terms desired, such as Net 30 days. Such terms as proposed shall be negotiable.
2. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if the successful Offeror is a corporation, professional corporation or limited liability company, must also be authorized to do business in the Commonwealth of Virginia.
3. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
4. PUBLIC INSPECTION OF CERTAIN RECORDS: All proceedings, records, contracts and other records relating to this procurement transaction shall be open to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. Offerors, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of a contract by the City. Complete and submit attached Proprietary/Confidential Information Identification Form.
5. QUALIFICATIONS OF BIDDERS/OFFERORS**:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder’s/offeror’s physical facilities prior to award to satisfy questions regarding the bidder’s/offeror’s capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
6. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor’s employees or other persons within Contractor’s control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

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

1. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service-disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. **Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.** Complete and submit the attached SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES Form with the proposal.
2. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City’s tax-exempt status will be furnished by the City of Charlottesville upon request.
3. TESTING AND INSPECTION**:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
4. 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.
5. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
6. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each bidder/offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Code of Virginia, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each bidder/offeror is required to submit a certification that its bid/proposal, or any claim resulting there from, 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 the Act. Any bidder/offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in the Code of Virginia §18.2-498.5. As part of this bid/proposal a notarized Certificate of No Collusion must be submitted with the bid/proposal.
7. The requirements of this RFP shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.
8. **SPECIAL TERMS AND CONDITIONS**
9. AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Charlottesville, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.
10. CANCELLATION OF CONTRACT/TERMINATION: The City may terminate any agreement resulting from this solicitation at any time, for its convenience, upon thirty (30) 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.
11. 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 City’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 City of any breach or suspected breach in the security of such information. Contractors shall allow the City 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.
12. COOPERATIVE CONTRACTING: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 of the Code of Virginia. Unless specifically prohibited by the offeror, any resultant contract may be extended to Albemarle County, the University of Virginia, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region Ten Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this proposal at contract prices. The successful vendor shall deal directly with the specific public agency with regard to order placement, delivery, invoicing and payment.
13. **Award of Contract**

AWARD OF CONTRACT: The City of Charlottesville shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, Award will be made to the offeror the Commission determines has made the best proposal.

**Formatting Guidelines for filling out this RFP**

Dahab Associates, Inc. electronically processes all RFP submissions. We require that your responses adhere to the following guidelines. All instructions given throughout this RFP must be followed, and all responses must be received on time. Failure to comply with these requirements may lead to disqualification in accordance with applicable laws and/or client’s guidelines.

**Note: This individual document must be renamed in accordance with the “Submission Guidelines” section, reflecting the firm name, submitting product, and asset class.**

* Fill out **this specific** RFP Document, as opposed to updating an old copy. This RFP contains electronic bookmarks to allow automated processing of **this** document.
* **Save this RFP document as a Microsoft Word Document** (.doc, .docx or .docm are acceptable).
  + **Do not save as an Adobe PDF** file.
  + Do not compress this document, password protect it, or set it to read-only.
* Do not copy/paste tables from another RFP into this RFP as it may overwrite our bookmarks.
  + You may copy and paste the paragraphs of text for long-answer questions (for example team structure, history or investment philosophy) into the cell. However, please refrain from doing this for statistics, fees, performance figures, and other brief answers.
* If you are curious about the bookmarks in this document, and want to see exactly where they occur, press ALT+I+K within Word to display a list of them. Please do not modify them in any way.
* Do not put disclaimers or clarifications into your answer boxes, or superscripts referring to footnotes, especially after statistics.
  + Do not indicate that your provided statistics differ from what those requested. Simply leave the entire box cell blank if you are unable to provide the statistic.
  + Any compliance related disclosures may be placed in the footer of the page, but without superscripts.
* If statistical information for a given question is unavailable (e.g. short life of fund or too close to quarter end), leave the cell blank only.
  + Do not provide similar but unrequested information, even if you wish to clarify how the data differ from the requested information
* General non-statistical data may be presented as of the most recent available information, and may be more current than the statistical data (for example, team or client departures/additions should reflect the most current available information).
* Do not change the formatting, markup or overall appearance of this RFP to match the aesthetics of your firm’s presentational material. Minor changes are allowable, such as changing font sizes or the font face, if required by your compliance department.
* **Preferred format for monetary denominations (as a guideline to maintain consistency among submissions)**:
  + To **one** decimal place for billions and trillions
  + **No** decimal places for thousands or millions.
  + mm for millions, k for thousands, B for billions and T for trillions.
  + Correct examples would be $434mm, $500k and$8.2B
  + **Incorrect examples** (we’d have to change these by hand) would be $434,234,495.33, $20.5mm or $8,212mm.
* Always answer questions fully in the space provided. Never reference another document or another question in this RFP in lieu of answering the question asked.
  + **Specifically, never refer to other documents for fee schedules, performance numbers, or attached organization charts, regardless of whether that document is included with your submission.**
* Answer within the provided cell. All cells in this document will expand to accommodate the size of your response.

**Email Submission Instructions:**

Electronic submission of the RFP must follow the guidelines below for proper recognition of the submission.

* **Attach your full response in an email submission. Include this RFP and the additional required documents as outlined in the General Submission Guidelines below. All files should be provided as separate files attached to the same email, but may be made in separate emails so long as they have the \*exact\* same subject line.**
* **Do not submit your RFP via a download service, secure email attachment, nor password-protection. Such services require a login to a secure site to retrieve submissions and cannot meet our requirement that the email submission in its exact form remain accessible. This is to ensure access to the exact email submission remains accessible for at least 7 years (most third-party services require passwords and expire after a short period of time).**
* **Do not zip the files.**
* **While this RFP document must be in .docx or .doc format, all other documents may be in the format of your choosing (.xlsx, .pdf, etc). However, it is critical that this RFP \*not\* be in PDF format.**
* Please ensure you name the RFP file accordingly, and if this file is reviewed by your firm’s compliance, make sure that they know to maintain the title and that the subject email is important as well. Do not add additional portions to the name (i.e. do not add a section number)
  + Email to [**rfp@dahab.com**](mailto:rfp@dahab.com) only.
    - Subject: RFP-Charlottesville-LCG-[firm name]-[product name]
    - Filename: Charlottesville-LCG-[firm name]-[product name].doc
* Submission emails should only contain the electronic document being submitted, with no questions or important content referenced within the body of the email itself. Text included in submission emails will likely not be read.
* Note that submissions should be for one product per email, with all requested documents provided as separate attachments (unzipped, un-password protected).

**General Submission Guidelines**

* Include a cover letter that binds the firm contractually. This letter must have the consent of an individual authorized to approve this document and must indicate the individual advising this. A digital signature is welcome, but not necessary.
  + The cover letter should be named “Cover Letter-[firm name]-[product name]” in your choice of format, PDF or Word Document both acceptable
  + The letter should be brief and indicate the specific search for which the proposal is intended and any and all investment vehicles for which this search is being offered (and for which any minimums fees/account sizes are waived, if applicable). It should name the strategy under consideration and the portfolio manager responsible for the performance. Indicate how long that person has been in that position.
  + Any major changes within the last year or contemplated within the next year with respect to the firm, the ownership structure, or personnel should be explained in the letter.
  + State that the proposal is irrevocable for 120 days.
* Submit one (1) **email** proposal, in accordance with the electronic submission instructions outlined above.
* Unless specifically requested, no paper copies should be sent with this submission.

**Email Submission Checklist**

* This RFP
* The cover letter
* A separate ‘Fees’ Word document that contains the fee structure pages
* A sample portfolio holdings sheet, broken out by sectors/industries.
* A copy of your organizational chart. Please include a chart that shows the full structure of the relevant team for this submission.
* A sample contract, PPM, or other offering document, if one exists for this product.
* Please do not attach an Annual Report, as they tend to be of large size.
* Double check that you are sending your email to [rfp@dahab.com](mailto:rfp@dahab.com) and that your subject line conforms with the formatting in the previous Email Instructions section.

**Asking Questions**

* Questions about this RFP and search should go to Kevin Condy.
  + Phone: 631-665-6181
  + Email: [kcondy@dahab.com](mailto:kcondy@dahab.com)
    - Subject line if asked via email:
    - **Question: Charlottesville LCG**

Dahab Associates, Inc.

#### Request for Proposal – 2022

**Large Cap Growth**

**Charlottesville Retirement System**

|  |  |
| --- | --- |
| Company Name |  |
| Investment Style |  |
| Product Name |  |
| Principal Address |  |
| Telephone Number |  |
| Email Address |  |
| Individual Completing this RFP |  |
| Position |  |
| Mailing Address (if different from above) |  |
| Telephone Number (if different from above) |  |
| Fax Number |  |
| Date Completed |  |

|  |  |
| --- | --- |
| Firm Name |  |

###### **Summary**

**General Information:**

|  |  |
| --- | --- |
| Firm Name |  |
| Product Name |  |
| **City, State** of firm’s headquarters |  |
| **City, State** of Product’s Investment Team |  |
| Name of Parent Company, or “Independent” |  |
| Tax-Exempt Assets Under Management |  |
| Total Assets Under Management |  |
| Year Founded |  |
| Year Registered |  |
| Contact Name |  |
| Contact Number |  |
| Contact Email |  |

Which of the following types of products are available for this search? You may offer multiple product types if you choose. Indicate with an “X.” There will be room to elaborate on the product offerings elsewhere in this document.

This selection should indicate that any minimum account sizes for the product are either met or waived for this search.

|  |  |
| --- | --- |
| Separate Account |  |
| Commingled Fund |  |
| Mutual Fund |  |

**Equity Product Information:**

|  |
| --- |
| Please provide the following figures for a representative account, with the data as of  the end of the 2nd Quarter 2022 only. |
| Do not submit the following data for any other quarter, even if footnoted as such.  It is acceptable to submit preliminary data, if necessary. |
| Only provide statistics for indicated time-periods.  **Do not put** “since inception” statistics in lieu of the requested time-period.  If statistics for a given time period are not available, leave the response area blank. |
| All statistics must be **based on quarterly** numbers, never monthly, even when the question isn’t explicit in that regard. |
| All statistics should be made with regard to the following benchmark:  **Russell 1000 Growth** |
| Do not submit statistical data compared to any other benchmark, even if your product is traditionally benchmarked against a different index, **even** if you choose to indicate it as such. |

|  |
| --- |
| * Dahab Associates often reconciles the following statistics against the “Informais PSN” database, if data is available, using the relevant ending-date and benchmark. * It is not mandatory for this RFP that managers populate or use the PSN database. * If a manager has access to their statistics as they appear in the PSN database, it would be helpful if the following statistics in this RFP correspond to those in PSN. * **IF the submitted product is in the PSN database**, please provide the following identifying information exactly as it appears (case, spaces, and exact spelling are necessary). |

|  |  |
| --- | --- |
| PSN Firm Name |  |
| PSN Product Name |  |
| PSN Firm Abbreviation |  |
| PSN Product Abbreviation |  |

|  |  |
| --- | --- |
| Product Name |  |
| Style (Core, Growth, Value) Please answer as to your firm’s specific classification of this product. |  |
| Typical Number of Securities Held |  |
| Portfolio Turnover, 12-month rolling (%) | % |
| P/E of typical portfolio- Estimate | x |
| P/E of typical portfolio- Trailing | x |
| 5-year Information Ratio |  |
| 5-year Tracking Error |  |
| 5-year Upside Capture Ratio |  |
| 5-year Downside Capture Ratio |  |
| 5-year R-squared Statistic |  |
| Strategy Inception |  |
| Benchmark Used for Above and Below Statistics (Must be the required benchmark as indicated) |  |
| Benchmark for the Product |  |
| Total Assets in this Strategy |  |
| Soft/Hard Close Amount for the Strategy | / |

|  |  |  |
| --- | --- | --- |
|  | **3-Year** | **5-Year** |
| Alpha |  |  |
| Batting Average  (% of quarters beating benchmark) |  |  |
| Standard Deviation |  |  |
| Beta |  |  |

# **Firm Affiliation**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **1.** | Is the firm independent? | |  | | | |
| **2.** | Is the firm registered under the Investment Advisors Act of 1940? | | | | |  |
| **3.** | Is the firm minority owned? If so, what percent? | | | |  | |
| **4.** | Is the firm women owned? If so, what percent? | | | |  | |
| **5.** | Is the firm a subsidiary of, or related in any way to: | | | | | |
| A brokerage firm |  | |
| Insurance company |  | |
| A bank |  | |
| Other |  | |

|  |  |  |
| --- | --- | --- |
| **6.** | What is the name of the parent company? |  |
| **7.** | Please provide details of the ownership structure of the firm. | |
|  |  | |
| **8.** | If the firm is related in any fashion (financially or otherwise) to any other entity, explain. | |
|  |  | |

# **General Background Information**

|  |  |
| --- | --- |
| **1.** | Please indicate the types of accounts that your firm currently manages: |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Domestic Equity | |  |  | Socially Conscious | | | |  |
| Fixed Income | |  |  | Hedge Fund of any type | | | |  |
| Balanced | |  |  | Institutional Mutual Funds | | | |  |
| International | |  |  | Retail Mutual Funds | | | |  |
| Global | |  |  |  | | | |  |
| **2.** | Please provide the location and function of each of the firm’s offices. | | | | | | | | |
|  |  | | | | | | | | |
| **3.** | Please give a brief history of the firm. | | | | | | | | |
|  |  | | | | | | | | |
| **4.** | When was the firm founded? | | | | | | | | |
|  |  | | | | | | | | |
| **5.** | When was it registered as an investment advisor? | | | | | |  | | |
| **6.** | When did the firm begin to manage tax exempt accounts? | | | | | |  | | |
| **7.** | Describe the level of error and omission insurance coverage the firm carries. | | | | | | | | |
|  |  | | | | | | | | |
| **8.** | Please describe any addition insurance coverage the firm carries and level of coverage. | | | | | | | | |
|  |  | | | | | | | | |
| **9.** | Are you now the subject of a SEC or other regulatory body sanction? If so, explain. | | | | | | | | |
|  |  | | | | | | | | |
| **10.** | Has the firm ever been subject to a SEC or other regulatory body sanction? If so, explain. | | | | | | | | |
|  |  | | | | | | | | |
| **11.** | Discuss, in detail, any litigation brought against the firm in the last five years. | | | | | | | | |
|  |  | | | | | | | | |
| **12.** | Please provide details on the financial condition of the firm. | | | | | | | | |
|  |  | | | | | | | | |
| **13.** | Provide a breakdown of assets by type of Investment Strategy. (for example, Large Cap Growth, Core Fixed Income, Emerging Markets, etc.) You may add additional rows to this table as needed. | | | | | | | | |
| **Investment Strategy** | | | | **# of Accounts** | | **$ Value** | |
|  | | | |  | |  | |
|  | | | |  | |  | |
|  | | | |  | |  | |
|  | | | |  | |  | |
|  | | | |  | |  | |
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|  | | | |  | |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| **14.** | Please provide a breakdown of the *FIRM’S* accounts & assets in the following table: | | |
|  | **# of Accounts** | **$ Value** |
| **Tax Exempt Assets:** |  |  |
| ERISA |  |  |
| Public |  |  |
| Taft-Hartley |  |  |
| Endowment |  |  |
| Foundation |  |  |
| Religious Order |  |  |
| Other |  |  |
| Total Tax-Exempt |  |  |
| Taxable Assets: |  |  |
| Personal Trusts |  |  |
| Commingled |  |  |
| Other |  |  |
| Total Taxable |  |  |
| Mutual Funds: |  |  |
| Equity |  |  |
| Fixed Income |  |  |
| Money Market |  |  |
| Other |  |  |
| Total Mutual Funds |  |  |
|  |  |  |
| Overall Total |  |  |

|  |  |
| --- | --- |
| **15.** | Provide a breakdown of the *PRODUCT’S* accounts & assets in the following table: |

|  |  |  |
| --- | --- | --- |
|  | **# of Accounts** | **$ Value** |
| **Tax Exempt Assets:** |  |  |
| ERISA |  |  |
| Public |  |  |
| Taft-Hartley |  |  |
| Endowment |  |  |
| Foundation |  |  |
| Religious Order |  |  |
| Other |  |  |
| Total Tax-Exempt |  |  |
| Taxable Assets: |  |  |
| Personal Trusts |  |  |
| Commingled |  |  |
| Other |  |  |
| Total Taxable |  |  |
| Mutual Funds: |  |  |
| Equity |  |  |
| Fixed Income |  |  |
| Money Market |  |  |
| Other |  |  |
| Total Mutual Funds |  |  |
|  |  |  |
| Overall Total |  |  |

|  |  |
| --- | --- |
| **16.** | What are your firm’s plans for growth of these assets? |
|  |  |
| **17.** | Are there plans for limiting growth in any of the above areas? |
|  |  |
| **18.** | How does your firm plan to staff the growth of the firm described above? |
|  |  |
| **19.** | Give five (5) references for your services. |
|  |  |
| **20.** | State the average size of the firm’s 5 largest tax-exempt funds. |
|  |  |

|  |  |
| --- | --- |
| **21.** | Indicate the number & assets of tax-exempt accounts the *FIRM* gained & lost in each category: |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Gained | **2017** | | **2018** | | **2019** | | **2020** | | **2021** | | |
|  | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** | |
| **Public** |  |  |  |  |  |  |  |  |  |  | |
| **ERISA** |  |  |  |  |  |  |  |  |  |  | |
| **Taft-Hartley** |  |  |  |  |  |  |  |  |  |  | |
| **Endowment** |  |  |  |  |  |  |  |  |  |  | |
| **Foundation** |  |  |  |  |  |  |  |  |  |  | |
| **Religious Order** |  |  |  |  |  |  |  |  |  |  | |
| **Other** |  |  |  |  |  |  |  |  |  |  | |
| Total |  |  |  |  |  |  |  |  |  | |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Lost | **2017** | | **2018** | | **2019** | | **2020** | | **2021** | |
|  | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** |
| **Public** |  |  |  |  |  |  |  |  |  |  |
| **ERISA** |  |  |  |  |  |  |  |  |  |  |
| **Taft-Hartley** |  |  |  |  |  |  |  |  |  |  |
| **Endowment** |  |  |  |  |  |  |  |  |  |  |
| **Foundation** |  |  |  |  |  |  |  |  |  |  |
| **Religious Order** |  |  |  |  |  |  |  |  |  |  |
| **Other** |  |  |  |  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **22.** | Please discuss any unusually large number of accounts or assets lost. |
|  |  |

|  |  |
| --- | --- |
| **23.** | Indicate the number & assets of tax-exempt accounts the *PRODUCT* gained & lost: |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Gained | **2017** | | **2018** | | **2019** | | **2020** | | **2021** | |
|  | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** |
| **Public** |  |  |  |  |  |  |  |  |  |  |
| **ERISA** |  |  |  |  |  |  |  |  |  |  |
| **Taft-Hartley** |  |  |  |  |  |  |  |  |  |  |
| **Endowment** |  |  |  |  |  |  |  |  |  |  |
| **Foundation** |  |  |  |  |  |  |  |  |  |  |
| **Religious Order** |  |  |  |  |  |  |  |  |  |  |
| **Other** |  |  |  |  |  |  |  |  |  |  |
| **Total** |  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Lost | | **2017** | | **2018** | | **2019** | | **2020** | | **2021** | |
|  | | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** | **#** | **$** |
| **Public** | |  |  |  |  |  |  |  |  |  |  |
| **ERISA** | |  |  |  |  |  |  |  |  |  |  |
| **Taft-Hartley** | |  |  |  |  |  |  |  |  |  |  |
| **Endowment** | |  |  |  |  |  |  |  |  |  |  |
| **Foundation** | |  |  |  |  |  |  |  |  |  |  |
| **Religious Order** | |  |  |  |  |  |  |  |  |  |  |
| **Other** | |  |  |  |  |  |  |  |  |  |  |
| Total | |  |  |  |  |  |  |  |  |  |  |
| **24.** | | For the *PRODUCT*, please discuss any unusually large # of accounts or assets lost. | | | | | | | | | | |
|  | |  | | | | | | | | | | |

In the following table, list the 5 clients (or all clients, if fewer than 5 in the strategy) with the most invested in the product (including clients that aren’t included in the composite), and the requested details.

If the client is public (or you may disclose its name) please do. Otherwise state the type of client (e.g. Taft-Hartley, Foundation, Sub-Advisory, Mutual Fund, etc.).

For Vehicle, potential choices would include (but aren’t limited to) Separate Account, Commingled Fund, CIT, Mutual Fund, etc.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Client Name or Type** | **$ Invested** | **State (or Nation)** | **Investment Year** | **Vehicle** | **Included in Composite?** |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |

# **Investment Team & Philosophy Implementation**

|  |  |
| --- | --- |
| **1.** | Describe the structure of the product’s investment team, including how many members the team has and the responsibilities of each member. Include an organizational chart which details the flow of information used in the decision-making process. |
|  |  |
| **2.** | How long has each key member of the team worked with this product? Have there been additions or departures in the last 3 years for the team managing the proposed product? Please explain. |
|  |  |
| **3.** | Please provide a brief history of the investment team including any previous firms this team has worked at together. |
|  |  |
| **4.** | What is the # of accounts and account volume (in $) that is handled by this team? |
|  |  |
| **5.** | Do the same groups manage equity, fixed income, & balanced portfolios at the firm? |
|  |  |
| **6.** | Does the firm employ a central trading desk? |
|  |  |
| **7.** | If yes, describe the trading operation & the traders’ qualifications. |
|  |  |
| **8.** | Does the firm have an investment committee? |
|  |  |
| **9.** | If yes, describe how it operates & the background/experience of the members. |
|  |  |
| **10.** | If applicable, how often does the investment committee meet? |
|  |  |

# **Equity Investment Philosophy**

|  |  |
| --- | --- |
| **1.** | Please indicate which categories most correctly identify the equity investment style of the product: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Large Cap |  |  | Bottom-Up |  |
| Mid Cap |  |  | Top-Down |  |
| Small Cap |  |  | Momentum |  |
| All Cap |  |  | Sector Rotator |  |
| Value |  |  | Market Neutral |  |
| Relative Value |  |  | Low P/E |  |
| Deep Value |  |  | Quantitative |  |
| Growth |  |  | Fundamental |  |
| GARP |  |  | Index Funds |  |
| Core |  |  | Other (please replace ‘Other’ with your answer) |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2.** | In one or two **brief** sentences, please state the product’s investment philosophy. | | | | | | | |
|  |  | | | | | | | |
| **3.** | Describe the equity investment process in detail, including how **buy and sell** decisions are made. | | | | | | | |
|  |  | | | | | | | |
| **4.** | When was the investment philosophy established? Are the creators of the previous philosophy still with the firm? | | | | | | | |
|  |  | | | | | | | |
| **5.** | Please provide a brief history of the product and composite including all firms under which it has been managed. | | | | | | | |
|  |  | | | | | | | |
| **6.** | What is considered to be the competitive advantage of the philosophy? | | | | | | | |
|  |  | | | | | | | |
| **7.** | What changes have been made to the investment process in the past 5 years? | | | | | | | |
|  |  | | | | | | | |
| **8.** | Does your firm incorporate ESG or sustainability issues proactively into the investment process? If so, please describe how. | | | | | | | |
|  |  | | | | | | | |
| **9.** | Can you execute a proactive proxy voting policy based on ESG or sustainability issues? If so, please describe how. | | | | | | | |
|  |  | | | | | | | |
| **10** | In what market environments is the strategy expected to outperform/underperform? | | | | | | | |
|  |  | | | | | | | |
| **11.** | Please explain any significant quarterly underperformance over the past five years. | | | | | | | |
|  |  | | | | | | | |
| **12.** | Please explain any significant quarterly outperformance over the past five years. | | | | | | | |
|  |  | | | | | | | |
| **13.** | Indicate the % of equity market capitalization as of the most recent quarter-end, as well as a range over the last three years. | | | | | | | |
|  | | Current | | 3-year range | |
| Micro Cap (<$500mm) | | % | | % | |
| Small Cap ($500mm - $5B) | | % | | % | |
| Mid Cap ($5B - $40B) | | % | | % | |
| Large Cap (>$40B) | | % | | % | |
| **14.** | Indicate the median and average market capitalizations for the most recent quarter-end. | | | | | | |
|  | (Product) | | (Benchmark) | |
| Median Market Cap |  | |  | |
| Average Market Cap |  | |  | |
| **15.** | Please share some of the risk constraints that are used by the firm (e.g., maximum sector weightings, maximum % for an individual holding, tracking error, etc.) | | | | | | | |
|  |  | | | | | | | |
| **16.** | Are your managers given an approved stock list? | | | | | | | |
|  |  | | | | | | | |
| **17.** | If so, how many securities are typically on that list? | | | | | | | |
|  |  | | | | | | | |
| **18.** | Are there provisions so that securities that are not on the approved list may be purchased? | | | | | | | |
|  |  | | | | | | | |
| **19.** | Does the product invest in ADRs? If so, what are the current and maximum exposures? | | | | | | | |
|  |  | | | | | | | |
| **20.** | Does the product invest in foreign ordinary shares? | | | | | | | |
|  |  | | | | | | | |
| **21.** | Describe, in detail, the use of cash in the equity process. | | | | | | | |
|  |  | | | | | | | |
| **22.** | What range of cash is typical? | | | | | | | |
|  |  | | | | | | | |

|  |  |
| --- | --- |
| **23.** | For the most recent period available please indicate the Product’s top ten holdings (excluding cash): |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Name | Industry | % |
| (1) |  |  |  |
| (2) |  |  |  |
| (3) |  |  |  |
| (4) |  |  |  |
| (5) |  |  |  |
| (6) |  |  |  |
| (7) |  |  |  |
| (8) |  |  |  |
| (9) |  |  |  |
| (10) |  |  |  |

|  |  |
| --- | --- |
| % Total |  |

# **Research**

|  |  |  |  |
| --- | --- | --- | --- |
| **1.** | What percentage of research is generated internally? | |  |
| **2.** | What percentage of research is obtained from outside sources? | |  |
| **3.** | Please describe how the research operation within your firm works. | | |
|  |  | | |
| **4.** | Please describe how your firm obtains and pays for outside research reports. | | |
|  |  | | |
| **5.** | Please name the three primary sources of data and/or analyses upon which your firm relies. | | |
| (1) |  |
| (2) |  |
| (3) |  |

|  |  |
| --- | --- |
| **6.** | Who coordinates the firm’s research effort & what are their qualifications for that position. |
|  |  |

# **Personnel**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1.** | In the table below, indicate the appropriate number of employees employed in each category. | | | | |
|  | **2018** | **2019** | **2020** | **2021** | |
| **Equity portfolio managers** |  |  |  |  | |
| **Bond portfolio managers** |  |  |  |  | |
| **Balanced fund managers** |  |  |  |  | |
| **Equity research analysts** |  |  |  |  | |
| **Bond research analysts** |  |  |  |  | |
| **Economists** |  |  |  |  | |
| **Management and Administrative**  **(Compliance, Operations)** |  |  |  |  | |
| **Computer professionals** |  |  |  |  | |
| **Clerical** |  |  |  |  | |
| **Other (Marketing, Client**  **Service, Trading)** |  |  |  |  | |
| **Total** |  |  |  |  | |

|  |  |
| --- | --- |
| **2.** | Please provide biographical information on all key members of the proposed product’s asset management team, including years of experience with this asset class & years with the firm. |
|  |  |
| **3.** | In the last 3 years, how many professional employees have left the firm for any reason? |
|  |  |
| **4.** | What qualifications are typical of the PMs? Include years with the firm, assets under management and number of accounts. |
|  |  |
| **5.** | Please describe the method of compensation employed for portfolio managers. |
|  |  |
| **6.** | Please describe the method of compensation employed for research analysts. |
|  |  |

# **Client Service**

|  |  |
| --- | --- |
| **1.** | Who would be the individual providing service for this client? Please provide a brief bio and description of responsibilities for this individual. |
|  |  |
| **2.** | What information about investments made in the submitted product is available to institutional clients in this strategy? How regular/up-to-date is this information, and how detailed? |
|  |  |
| **3.** | Does your firm offer an online portal for accessing information about this product? |
|  |  |
| **4.** | How often does your firm create attribution reports for the portfolio (either on a perfunctory basis, or as solicited by clients). |
|  |  |
| **5.** | Would your firm have a representative accept invitations to present to the board on a regular basis (roughly once per year, though possibly more or less often?) Would your firm be willing to have a portfolio manager present to the board as part of those presentations? |
|  |  |

# **Performance**

|  |  |  |
| --- | --- | --- |
| **1.** | Is your firm in compliance with GIPS? |  |
| **2.** | If yes to the above, has your GIPS compliance been audited? |  |
| **3.** | If yes to the above, who performed the audit? |  |

**Performance – as of 2Q22**

|  |  |
| --- | --- |
| Investment Style |  |
| Product Name Used for Performance |  |
| Inception Date |  |
| Account Type |  |
| Benchmark Used |  |
| Portfolio Manager/Team Leader |  |
| Years Managing this Product |  |

|  |  |
| --- | --- |
| **Only complete years may be included in the table below.** List any incomplete years and returns this product has had in the past in the box to the right and do NOT include them in the table. |  |

Please provide **both** gross and net of fees returns in the table below.

Never delete any of the columns in the table for any reason, even if you are leaving it blank.

Returns should be entered as a **number only**, with no percentage sign and no parentheses.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Period** | **Return**  **Gross of Fees** | **Return**  **Net of Fees** | **Preferred Benchmark Return** | **# of Accounts for Product** | **Assets ($) in Composite** |
| **2008** |  |  |  |  |  |
| **2009** |  |  |  |  |  |
| **2010** |  |  |  |  |  |
| **2011** |  |  |  |  |  |
| **2012** |  |  |  |  |  |
| **2013** |  |  |  |  |  |
| **2014** |  |  |  |  |  |
| **2015** |  |  |  |  |  |
| **2016** |  |  |  |  |  |
| **2017** |  |  |  |  |  |
| **2018** |  |  |  |  |  |
| **2019** |  |  |  |  |  |
| **2020** |  |  |  |  |  |
| **2021** |  |  |  |  |  |
| **1st Quarter 2022** |  |  |  |  |  |
| **2nd Quarter 2022** |  |  |  |  |  |
| **Annualized 3-year** |  |  |  |  |  |
| **Annualized 5-year** |  |  |  |  |  |
| **Annualized 10-year** |  |  |  |  |  |

**Quarterly Returns**

**Please fill out the following table with the product’s quarterly returns since inception. Returns should be gross of fees. Additional rows may be added as needed. Returns should be entered as a number only, with NO percentage sign and NO parentheses.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year** | **Q1** | **Q2** | **Q3** | **Q4** | **Annual** |
| **2008** |  |  |  |  |  |
| **2009** |  |  |  |  |  |
| **2010** |  |  |  |  |  |
| **2011** |  |  |  |  |  |
| **2012** |  |  |  |  |  |
| **2013** |  |  |  |  |  |
| **2014** |  |  |  |  |  |
| **2015** |  |  |  |  |  |
| **2016** |  |  |  |  |  |
| **2017** |  |  |  |  |  |
| **2018** |  |  |  |  |  |
| **2019** |  |  |  |  |  |
| **2020** |  |  |  |  |  |
| **2021** |  |  |  |  |  |
| **2022** |  |  | **-** | **-** | **-** |

**Fee Structure**

* **Remove these pages (the two pages for Fees, not any subsequent pages) from the RFP and place them in a separate ‘Fees’ Word document**
* **Do not state your firm’s fees outside of the gray boxes below or refer to outside documents.**
* **Do not copy/paste your fee schedule from older RFPs into this document.**
* **Follow the convention laid out in the Fee Structure boxes below. You may add additional “\_\_ bps on next $\_\_ mm” lines as needed.**
* **For each product type being proposed for this search, fill out its corresponding table in its entirety.**
* **For products that have no minimum size, be sure to state that. If a minimum fee is used instead of a minimum account size, fill out the appropriate row.**
* **For products where the minimum size is either waived or has been met, still indicate the products’ standard minimums, so that we have it for our records.**

**Separate Account (if applicable)**

|  |  |
| --- | --- |
| **Fee structure (Include ALL fees for the product in this space).** | \_\_ bps on first $\_\_ mm  \_\_ bps on next $\_\_ mm  \_\_ bps on balance |
| **Minimum account size** |  |
| **Minimum annual fee (if used instead of minimum size).** |  |
| **Is fee structure negotiable?** |  |
| **Is minimum size negotiable?** |  |
| **If minimum account size is more than this mandate, is it waived?** |  |
| **Is a most-favored nation clause available and/or is the proposed fee an MFN fee?** |  |
| **State any legal restrictions for clients (e.g. only open to Qualified Investors, ERISA, Pension plans, etc.)** |  |

**Commingled Funds (if applicable)**

|  |  |
| --- | --- |
| **Name of Fund** |  |
| **Fee Structure** | \_\_ bps on first $\_\_ mm  \_\_ bps on next $\_\_ mm  \_\_ bps on balance |
| **Minimum Size** |  |
| **Minimum annual fee (if used instead of minimum size).** |  |
| **Is fee structure negotiable?** |  |
| **Is minimum size negotiable?** |  |
| **If minimum account size is more than this mandate, is it waived?** |  |
| **Describe the liquidity of this vehicle** |  |
| **Is a most-favored nation clause available and/or is the proposed fee an MFN fee?** |  |
| **State any legal restrictions for clients (e.g. only open to Qualified Investors, ERISA, Pension plans, etc.)** |  |

**Institutional Mutual Fund (if applicable)**

|  |  |
| --- | --- |
| **Name of Fund** |  |
| **Ticker** |  |
| **Net Expense Ratio** | \_\_ bps |
| **Full Expense Description** |  |
| **Minimum Size** |  |
| **Is minimum size negotiable, and is it being waived (if applicable)?** |  |
| **Assets in This Fund** |  |
| **Inception of Fund** |  |

**STATE CORPORATION COMMISSION FORM**

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

Name of Bidder/Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **􀂅** | is a corporation or other business entity with the following Virginia SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **-OR-** |
| **􀂅** | is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-** |
| **􀂅** | is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeror’s out-of-state location) **-OR-** |
| **􀂅** | is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which  accurately and completely discloses the undersigned bidder’s/offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.** |
| **􀂅** | **Check the following box if you have not completed any of the foregoing options but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).** |

**Registered Agent Information**

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

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

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

Name of Firm/Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RFP#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state 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 secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

|  |  |  |
| --- | --- | --- |
| **SECTION/TITLE** | **PAGE NUMBER (S)** | **REASON(S) FOR WITHHOLDING FROM DISCLOSURE** |
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**SMALL-, WOMEN-, MINORITY-, MICRO, EMPLOYMENT SERVICES ORGANIZATIONS, AND VETERAN-OWNED BUSINESS OBJECTIVES**

It is an important business objective of the City of Charlottesville to promote the economic enhancement of small businesses (SBE) and micro businesses (O), women-owned businesses (WBE), minority-owned businesses (MBE), employment services organization (ESO) and veteran-owned businesses (VBE). The success of the City to track the amount of business received by SBE, WBE, MBE and VBE businesses, whether as a prime contractor or a subcontractor, is dependent upon the business community partnering with us in this important endeavor.

If you anticipate sub-contracting to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on offerors to assure that SBE, WBE, MBE and VBE businesses receive benefits from City contracts.

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

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

\_\_\_\_\_\_ SBE \_\_\_\_\_\_ O \_\_\_\_\_\_\_\_WBE \_\_\_\_\_\_\_\_ MBE \_\_\_\_\_\_ ESO \_\_\_\_\_\_\_\_VBE

Certification #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If certified by other than the Virginia Department of Small Business and Supplier Diversity provide the name and contact information, including phone number and website of certifying agency:

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

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

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your company. If you do not intend to sub-contract any work to others, even if you are a SBE, O, WBE, MBE, ESO or VBE, put zeros in the spaces below.

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

Total **O** Dollars to be Sub-contracted $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Total **MBE** Dollars to be Sub-contracted $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total **ESO** Dollars to be Sub-contracted $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total **VBE** Dollars to be Sub-contracted $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If you are not a SBE, O, WBE, MBE, ESO or VBE, and you do not plan to utilize such firms in this contract, please state your reasons:

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

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I certify the accuracy of this information.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_