Request for Proposal 190011228R
Richmond Public Library’s Main Library Master Planning Services

Mandatory Pre-Proposal Meeting: August 13, 2019 at 2:30 P.M. EST
Pre-Proposal Meeting Location: 101 East Franklin Street, Richmond, VA  23219
Deadline for Inquiry Submittal: August 19, 2019 at 5:00 P.M. EST
Proposal Due Date:  Time:  August 28, 2019 at 2:30 P.M. EST
Pre-Proposal Receipt Location:  City Hall, 900 East Broad Street, 11th Floor, Room 1104

Request for Proposal Prepared by:
Name:  Lawrence Hall
Title: Senior Procurement Analyst
Telephone: (804) 646- 5796
Email: Lawrence.Hall@richmondgov.com
Department of Procurement Services
http://www.richmondgov.com/Procurement/BidsProposals.aspx
SIGNATURE SHEET

This signature sheet must be included as part of the offeror’s proposal, or the City will not consider the proposal. The offeror’s signature below certifies that this proposal as submitted complies with, and the offeror agrees to be legally bound by, all terms and conditions set forth in Request for Proposals No. 190011228R for Richmond Public Library’s Main Library Master Planning Services. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this proposal on behalf of the offeror.

Complete Legal Name of Offeror Firm: ____________________________________________

“Order from” Address: __________________________________________________________

“Remit to” Address: _____________________________________________________________

Federal EIN / SSN: _______________________________________________________________

Authorized Signature: ___________________________________________________________

Printed Name of Signatory: ______________________________________________________

Title of Signatory: _______________________________________________________________

Telephone Number with Area Code: _______________________________________________

Fax Number with Area Code: _____________________________________________________

E-Mail Address: _________________________________________________________________

Date: ________________________________________________________________________
STATEMENT OF NO OFFER

Bidders not submitting an offer for the commodity or service requested must fax this form to the Department of Procurement Services at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Contracting Officer responsible for this solicitation at least ten business days prior to the solicitation closing date.

IFB No.: ___________________________ Service: ___________________________

The undersigned firm declines to submit an offer on the IFB for the following reasons:

☐ Unable to meet statement of needs
☐ Requirements are unclear or restrictive (explain in remarks)
☐ Unable to meet required delivery or performance date
☐ Unable to meet insurance requirements
☐ Insufficient time to respond to the solicitation
☐ Do not offer requested commodity or service, please remove our name from the City of Richmond’s bidder’s list for this commodity or service only.
☐ Other (explain in remarks)

Remarks:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

A firm’s failure to return completed form may result in the removal from the City of Richmond bidder’s list for the commodity or service requested above.

Firm Name: ___________________________
Authorized Representative: ___________________________
Signature: ___________________________
Telephone: ___________________________
Date: ___________________________

Page 3 of 56
STATE CORPORATION COMMISSION FORM

Complete Legal Name of Bidder Firm: ____________________________________________

Virginia State Corporation Commission registration information. The bidder:

☐ is a corporation or other business entity with the following State Corporation Commission 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 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’s out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the bidder to submit the State Corporation Commission identification number after the due date for bids. The bidder shall promptly provide any information the City requires to enable the City to properly evaluate the bidder’s request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.
APPENDIX OF FORMS

1. Sample Contract
2. Minority Business Enterprise / Emerging Small Business Forms
CITY OF RICHMOND
GOODS AND SERVICES CONTRACT

This Contract, dated this _______ day of _________________________, 20___ (the “Commencement Date”) between the City of Richmond, Virginia (the “City”) and <CONTRACTOR NAME> (the “Contractor”), is binding among and between these parties as of the date of the City’s final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. <NUMBER>, as modified by <LIST ADDENDA WITH DATES SEPARATED BY COMMAS> (the “Request for Proposals”), for <SUBJECT MATTER OF REQUEST FOR PROPOSALS>.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.

2. **Contract Amount.** The maximum authorized contract amount for this Contract is <AMOUNT IN WORDS> U. S. dollars ($<AMOUNT IN NUMERALS>). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents.

3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:
   
   A. This Goods and Services Contract between the City and the Contractor.
   B. The General Terms and Conditions attached to the Request for Proposals.
   C. The Statement of Needs attached to the Request for Proposals.
   D. The Contractor’s proposal dated <DATE>.
   E. The Instructions to Offerors attached to the Request for Proposals.

   All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:  

By: ________________________________    Date: ________________________________
   (signature in ink)

   ________________________________    ________________________________
   (typed name)  
   (typed title)

For the CITY:

By: C. Edward Gibbs    Date: ________________________________
   Director of Procurement Services

IF A CORPORATION, AFFIX CORPORATE SEAL.
## MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
900 East Broad Street
City Hall, 5th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136

http://www.RichmondGov.com/MBD

### COMPANY DATA

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>PROJECT NAME/CONTRACT No.</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME:</th>
<th>PHONE #</th>
<th>Fax#</th>
<th>Email:</th>
</tr>
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<tbody>
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</table>

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<tr>
<th>BUSINESS LICENSE No.</th>
<th>BUSINESS LICENSING JURISDICTION:</th>
<th>FED ID NO/SSN</th>
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<tbody>
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</tbody>
</table>

### PROPOSED PARTICIPATION CODES

A = First, Second, and/or Third Tier Subcontracting  
B = Supply Purchases  
C = Joint Venture  
D = Mentor-Protégé  
E = Other Credibly Viable Method

### OWNERSHIP CODES

1 = African American  
2 = Hispanic American  
3 = Asian American  
4 = American Indian  
5 = Other (Specify Below)

### SUBCONTRACTOR NAME

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>PHONE</th>
<th>SCOPE OF WORK FOR PARTICIPATION IN CONTRACT</th>
<th>DOLLAR AMOUNT</th>
<th>% OF CONTRACT</th>
<th>OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ABC Co., Inc. (XXX) 555-5555</td>
<td>Concrete Work</td>
<td>$20,000</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 110 Main Street Anywhere, USA 54-XXXXXX</td>
<td>Other Excavation</td>
<td>10%</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Minority / Emerging Small Business Commitments

*IF OWNED TYPE “5 = OTHER” SPECIFY HERE:

<table>
<thead>
<tr>
<th>TOTAL DOLLAR AMOUNT</th>
<th>TOTAL % OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL:  
DATE:
INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)

2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.

3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction business or of $250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.

5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation. In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.

7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.

8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.

9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.

   Apprenticeship – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.

10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Address</th>
<th>Phone No./Fed ID No. or SSN</th>
<th>MBE</th>
<th>ESB</th>
<th>NON MBE/ESB</th>
<th>Subcontract Complete</th>
<th>Scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Co., Inc.</td>
<td>110 Main Street, Anywhere, USA</td>
<td>(XXX) 555-5555 54-XXXXXX</td>
<td>$2,000  $8,000</td>
<td></td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3/01/2008  $30,000</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Minority Business Enterprise/Emerging Small Business

Monthly Compliance Monitoring Report

Instructions/Definitions

1. **Vendor Name, Address, Phone No., Federal ID No.** - provide vendor name, address, phone number and include Federal ID number in column.

2. **MBE Paid This Month/Date Paid** - provide amount paid to MBE subcontractor/supplier during current pay application. (Definition of Minority Business Enterprise (MBE) - a business that is at least 51% owned and controlled by minority group members. In case of a publicly owned business, at least 51% of the stock is minority owned and minority group members control the business. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.
   **MBE Paid to Date** – provide total amount paid to MBE subcontractor/supplier up to this pay application. **Dollar Value of Subcontract** – provide total subcontract dollar amount of original contract agreement. In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

3. **ESB Paid This Month** – provide amount paid to ESB subcontractor/supplier during current pay application. (Definition of Emerging Small Business (ESB) – a business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.
   **ESB Paid to Date** – provide total amount paid to ESB subcontractor/supplier up to this pay application. **Dollar Value of Subcontract** – provide total subcontract dollar amount of original contract agreement.

4. **NON-MBE/ESB Paid This Month / Date Paid** – provide amount paid to subcontractor/supplier during current pay application.

5. **Subcontract Completed** – did the subcontract work or supplier satisfy the conditions of the contract agreement?

6. **Scope of Work** – describe work or service performed.
Good-Faith Minority Business Enterprise and Emerging Small Business Participation Efforts Documentation of Contacts

Request for Qualification or Request for Proposals No.: _____________________________________________

Project Name: _____________________________________________

Name of Contractor: _____________________________________________

**Part I – Method of Contact**

How did you contact each Minority Business Enterprise or Emerging Small Business?

A. **Telephone.** For each firm contacted: □ YES □ NO How many MBE/ESB firms were contacted?
   - State the name of the firm, the name of the person contacted, the telephone number contacted and the date of the contact.

B. **Fax.** For each firm contacted: □ YES □ NO How many MBE/ESB firms were faxed information regarding this project?
   - State the name of the firm, the fax number contacted and the date of the contact.
   - Attach a copy of the fax transmittal sheet indicating receipt of the fax.

C. **E-Mail.** For each firm contacted: □ YES □ NO How many MBE/ESB firms were emailed?
   - State the name of the firm, the name of the person contacted by e-mail, the e-mail address at which you contacted the person and the date of the contact.
   - Attach a copy of the e-mail sent. All copies of e-mails must include metadata indicating “From,” “To” and “Cc” e-mail addresses as well as the date and time of the e-mail.

D. **Newspapers and Other Publications.** For each advertisement placed in a newspaper or other publication: □ YES □ NO
   - State the name of the newspaper or other publication and the date or dates on which the advertisement was published.
   - Attach a copy of both the published advertisement and any solicitation advertised.

E. **Other.** For methods of contact not included above: □ YES □ NO If yes, see below instructions
   - Describe the nature of the contact.
   - As applicable, state the name of the person contacted, the name of the firm contacted and the date of the contact.
   - Attach a copy of any written documentation of the contact.

Attachment A sets forth the form in which the information required above must be submitted.
<table>
<thead>
<tr>
<th>MBE/ESB Name</th>
<th>Contact Person</th>
<th>Address</th>
<th>Telephone &amp; Date of Contact</th>
<th>Fax &amp; Date of Contact</th>
<th>Email &amp; Date of Contact</th>
<th>Newspaper or Other Publication &amp; Date of Advertisement</th>
<th>Other</th>
<th>Response of Contacted Firms</th>
<th>Enter Below Code for Ownership of each MBE Firm.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Co., Inc.</td>
<td>Joe Johns</td>
<td>110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX</td>
<td>(804) 555-5555 01/28/09</td>
<td>(804) 555-5555 01/28/09</td>
<td><a href="mailto:ABC@gmail.com">ABC@gmail.com</a> Times Dispatch</td>
<td>See Attachment</td>
<td>Yes</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Additional copies can be made
MBE/ESB Past Good Faith Efforts Participation Form

Minority Business Development
900 East Broad Street
City Hall, 5th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136
http://www.richmondgov.com/MBD

<table>
<thead>
<tr>
<th>COMPANY DATA</th>
<th>COMPANY NAME:</th>
<th>CONTRACT NAME/NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT NAME:</td>
<td>PHONE #:</td>
<td>Fax#:</td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

How long has your firm been in Business?

If you can verify your firm has made past good faith efforts in the Public or Private Sector to engage MBE/ESB firms through subcontracting, joint venture, mentor-protégé, or apprenticeship opportunities over the past three (3) years, you may be eligible to earn additional points for this project. Please include valid documentation to support this claim. Feel free to attach additional pages, if necessary. Enter Below Code for Ownership of each MBE Firm.

1 = African American  2 = Hispanic American  3 = Asian American  
4 = American Indian  5 = Other (Specify Below)

Yes – may be eligible – Complete section below  No – not eligible

<table>
<thead>
<tr>
<th>CONTACT PERSON/PHONE NUMBER/PROJECT NAME / DATE</th>
<th>DID YOU MEET THE MBE GOAL?</th>
<th>SCOPE OF WORK</th>
<th>MBE/ESB COMPANY NAME/CONTACT PERSON/PHONE</th>
<th>MBE/ESB Code</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>MINORITY BUSINESS ENTERPRISE</th>
<th>GOOD FAITH MBE/ESB PARTICIPATION EFFORTS</th>
<th>EMERGING SMALL BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.</td>
<td>The sum total of efforts by a particular business to provide equitable participation of minority business enterprise or emerging small business subcontractors. For past efforts, this sum total shall be comprised of the record of participation by minority business enterprises and emerging small businesses through subcontracting or joint ventures. For future efforts, it shall be comprised of such efforts, which are proposed to allow equitable participation of minority business enterprise or emerging small business subcontractors.</td>
<td>A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction business or of $250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.</td>
</tr>
</tbody>
</table>
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

The undersigned hereby certifies that s/he has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

<table>
<thead>
<tr>
<th>Signature of Authorized Official:</th>
<th>Date:</th>
</tr>
</thead>
</table>

MBE/ESB-5 Past Good Faith Efforts Participation Form - Revised Date 1/13/2013
PART I
STATEMENT OF NEEDS

1.0 Introduction.

1.1 Purpose.
Like libraries throughout the country, The Main Branch of the Richmond Public Library is undergoing significant changes in the programs and services it provides and how it engages and interacts with patrons. Public libraries are no longer simple repositories of books, but rather, they are becoming vibrant centers of the community, providing lifelong learning opportunities for all who use their services. The Richmond Public Library has embraced this trend and is well positioned to become an innovative leader for libraries nationwide. To help in this positioning, the City of Richmond now seeks proposals for master planning services for the Richmond Public Library’s Main Library Re-envisioning Project (the “Project”). This Project will create a state-of-the-art facility for one of the most valued and beloved organizations in the City of Richmond.

1.2 Background.
In 2008, Richmond’s City Council adopted the Library Facilities Master Plan in two phases. Phase I included renovation of all eight branch libraries. That phase was completed in August 2017. The renovation of the Main Library is Phase 2 of that Facilities Master Plan. The Project library is located at 101 East Franklin Street, Richmond, VA 23219. The building is 120,000 s.f. and occupies 7/8 of a square City block surrounded by Franklin Street, 1st and 2nd Streets and Main Street. (A brick home at the Northwest corner of Main and 1st Streets, currently occupied by a law firm, is on the Historic Register as the first brick home in the City.) There is a park at the northeast corner of Main and 2nd Streets that is part of the library property.

The original Dooley Library was built in 1932 at the Southwest corner of Franklin and 1st Streets. In 1972, the original building was encased and expanded to create the current Library. There are four floors in the Library:
- The first floor includes four service desks – Circulation, Security, General Reference, and Law; the Children’s library and a large meeting/reception room; the largest book collection of fiction, non-fiction and reference books and the law collection; and two public restrooms.
- The second floor includes the Computer reference desk, the periodical stacks, an exhibit area, two public restrooms, the Board Room and administrative offices.
- The mezzanine includes the Technical Services Department, the government documents collection, storage, the area for the Friends book sale, IT and the mail room.
- The basement houses an extensive special collection of children’s books and the City’s Emergency Operations Center (“EOC”). Parts of the EOC, including the auditorium and a conference room, are available for Library use when the EOC is not in use. There are restrooms in the basement as well.

Regarding collection use, the fiction collection constitutes the highest circulation, and recent budget increases will allow the Library to expand that collection based on patron feedback. Despite an increase in electronic access, there is still a demand for print format of fiction.
We anticipate an increase in the children and young adult collection. The Library recently received a large contribution of first edition children’s books for the Special Collections. There will always be a demand for Richmond history titles as well.

The most complicated collection for storage and access is the City Department’s records that the Library is required to maintain and retrieve for departmental requests. The collection currently includes 10,000 banker boxes of material housed in “cages” on the mezzanine. The documents include a variety of types from parking tickets to social services adoption records. The Library Director has worked with City departments to create a system to review, index and make recommendations for subsequent department approval for de-accessioning. The goal is to make decisions on 1,000 boxes a year.

Other collections include the periodicals that we anticipate reducing and moving from the second floor to a less prime location. We also are in the process of weeding the reference collection as well.

Over the last few years, there have been some internal systems improvements, including a new roof, new boilers, new HVAC controls, new elevators, and new toilet rooms on the 2nd floor, and most recently, environmental systems improvements to the Special Collections room to eliminate humidity threats to that valuable collection.

In a 2011 report by the Public Works Department, many exterior safety items were identified. Several have been rectified, including repair to the front steps and the heat system and column repair.

1.3 Points of Contact.

1.3.1 Contract Specialist. The City’s Contract Specialist for this contract is:

Lawrence Hall
Senior Procurement Analyst
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Telephone: (804) 646-5796
E-Mail: Lawrence.Hall@richmondgov.com

1.3.2 Technical Representative. The City’s Technical Representative’s contact information for this contract will be provided to the successful proposer upon contract award.
1.3.3 Contact before Award. In accordance with the City’s No Contact Policy (see Part II ("INSTRUCTIONS TO OFFERORS"), section 1.3 ("NO CONTACT POLICY") no Offeror shall communicate with the Technical Representative on any matter relating to this solicitation prior to award of the contract.

2.0 Requirements and Deliverables.

2.1 General Requirements.

2.1.1 Delivery. Each deliverable shall be delivered in a timely manner and in accordance with the contract schedule to the Technical Representative. The final master plan shall be completed within 120 consecutive calendar days, or sooner, after receiving contract award.

2.1.2 Performance Evaluations. Performance evaluation of the Contractor shall take place at the completion of the Project. The City’s Vendor Performance Evaluation Form (see Appendix of Forms) shall be used for the evaluation, and results shall be on record and distributed to the Contractor.

2.2 Scope of Work.

A. The scope of work consists of master planning for the Main Branch of the Richmond Public Library. The scope of work does not include design services or construction administration services. Therefore, an architectural or professional engineering license is not required. Nevertheless, architectural firms and professional engineering firms may submit proposals in response to this Request for Proposals. The City is seeking to further understand how the offeror would approach the Project as a whole, how the Contractor’s philosophy and process will influence the varied aspects of the Project and the methodologies the Contractor envisions for each phase of the work.

B. The City is seeking proposals to re-imagine the interior space to make the Library a source of pride, community gathering and resilience, and reflective of a 21st century library. Opportunities include, but are not limited to:

1. A teen/maker space for which the Library Foundation has raised funds. If the Contractor proposes a staged renovation, the teen/maker space must be part of the first phase.
2. A creative design opportunity for an indoor/outdoor use of the 2500 s.f. space on the east (2nd St.) elevation of the Library that currently is used only as an emergency exit.
3. Any proposal should highlight the offeror’s experience on similar facility master planning projects, including plans for the renovation of existing library spaces.

C. The City seeks creative proposals for spaces where the community can gather, collaborative spaces where members of the community may work together, transparent spaces where community engagement is visible, equitable and flexible in terms of use, and entrepreneurial spaces where the design would reflect the innovations occurring throughout our city.

D. The master planning services shall include the following:
1. Existing Conditions Analysis: Evaluation of the current state of space utilization, workflow, and systems within the building as well as the context of the building in the surrounding neighborhood
2. Stakeholder Meetings: Community and staff meetings to gather input of the vision of the Library space, determine what is working well and opportunities for improvement in order to develop an effective shared vision for the Library.
3. Benchmarking of facilities against peer cities to establish precedents for successful renovations.
4. Space programming of the entire building for the future.
5. Conceptual space planning including graphic renderings to be used by the Library Foundation for fundraising opportunities; finalize program for the building.
6. Conceptual level design cost and construction cost estimates for proposed alternatives.
7. Evaluate opportunities and challenges for incorporating elements of the U.S. Green Building Commission LEED program to meet the City's goal of obtaining LEED Silver Certification for major renovation projects.

Proposal Contents.
The proposal must include all the information defined below and be organized as follows:

Tab 1 – Signed Forms and MBE/ESB Participation. This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement and Office of Minority Business Development Forms included with this Request for Proposals.

Tab 2 – Executive Summary. This tab should provide a brief summary of the proposal content, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.

Tab 3 – Offeror History. This tab shall include the following:
A. Explain the size of your firm, including years in business, office location and legal structure.
B. Provide overall firm professional and staff resources, including organizational chart.

Tab 4 – Project Approach. This tab should describe in detail the offeror’s proposal for providing the master planning services solicited by this Request for Proposals, including the following:
A. A project plan from contract award to Project completion.
B. Summary schedule for delivery of the completed master plan.
C. Provide a summary listing of typical deliverables for the master planning process.

Tab 5 – Personnel. This tab should present the offeror’s proposed personnel for the Project, including an organizational chart. It should identify all employees that will be assigned to provide the services solicited by the Request for Proposals. The organizational chart should also include any subcontractors that will be presented in detail in the next tab. For each person identified by the offeror, this tab should include the following information, provided in resume format:
A. Name and title.
B. Office location and city of residence.
C. Project responsibilities and roles.
D. Educational background.
E. Professional registrations and memberships (if applicable).
F. Years of relevant experience, including a list of similar specific projects directly involved with over the past five (5) years.
3.6 **Tab 6 – Subcontracting.** This tab should identify any of the required services that you intend to subcontract, providing the following information:
   A. Reasons for subcontracting.
   B. Proposed subcontractor responsibilities.
   C. Identity of proposed subcontractors including location, relevant personnel and experience, previous direct experience using the subcontractor on projects and any other relevant supporting information.

3.7 **Tab 7 – Experience and References.** This tab must provide specific project experience and references where the Offeror has performed master planning services on projects of similar scope and size.
   1. Each project reference should briefly present the following: 1) project scope, 2) location, 3) services performed, and 4) final overall delivery summary regarding cost, time and owner satisfaction.
   2. Provide names, addresses and telephone numbers for reference check contacts for each noted project. By submitting this contact information with its proposal, the Offeror grants its consent for the City to contact each reference for the purpose of evaluating the Offeror’s proposal.

3.8 **Tab 8 – Price Proposal.** This tab shall provide the Offeror’s price proposal in detail for all work to be performed under the contract resulting from this Request for Proposals. This project will be awarded as a lump sum price for all work.

4.0 **Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

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<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
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<tbody>
<tr>
<td>1. Project Approach</td>
<td>15 pts</td>
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<tr>
<td><em>(Based on Tab 4)</em></td>
<td></td>
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<tr>
<td>2. Personnel Qualifications</td>
<td>15 pts</td>
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<tr>
<td><em>(Based on Tabs 5 and 6)</em></td>
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<tr>
<td>3. Experience and References</td>
<td>15 pts</td>
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<tr>
<td><em>(Based on Tab 7)</em></td>
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<tr>
<td>4. Cost and Price</td>
<td>20 pts</td>
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<td><em>(Based on Tab 8)</em></td>
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<tr>
<td>5. Accessibility</td>
<td>5 pts</td>
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<tr>
<td><em>(This criterion is in accordance with Richmond City Code § 21-69 and considers the degree of accessibility that the offeror will be able to provide to the City officials who will be administering the contract.)</em></td>
<td></td>
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<tr>
<td>6. MBE/ESB Commitment</td>
<td>30 pts</td>
</tr>
<tr>
<td><em>(The MBE/ESB participation goal for this contract is 15%. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the Terms and)</em></td>
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</tbody>
</table>
Conditions for the MBE/ESB provisions applicable to this Contract.

Total Available Evaluation Points ......................................................... 100 points

END OF STATEMENT OF NEEDS
PART II
INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Incorporation of City Policies and Procedures. This Request for Proposals is subject to the provisions of Chapter 21 of the Code of the City of Richmond, as amended, and the Policies and Procedures of the Department of Procurement Services, as amended, which are hereby expressly incorporated into this Request for Proposals by reference. Offerors may inspect copies of these documents at the City’s website, www.RichmondGov.com.

1.2 Explanations to Offerors.

1.2.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten business days prior to the closing date to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

1.2.2 Form of Explanation. No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals.

1.2.3 Addenda. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that offeror’s proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 No Contact Policy. Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2
1. **Other Documents.** The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City’s form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.

1.**5 Disqualification Due to Participation in Preparation of Solicitation.**

1.5.1 **Prohibition.** City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

1.5.2 **Definition.** For purposes of this section 1.5 (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

1. Serving as a director or deputy director of the agency which has initiated the procurement;

2. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;

3. Serving as the procurement manager for the agency which has initiated the procurement;

4. Serving as the procurement officer in charge of the procurement;

5. Assisting in the development of specifications for invitations for bids or requests for proposals;

6. Attending an evaluation committee meeting that is closed to the public;

7. Voting on or scoring a bid or proposal; or

8. Any other participation in the procurement process which could lead to unfair advantage.

1.5.3 **Disqualification and Waiver.** Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person’s participation in preparing that solicitation.
1.5.4 **No Contact Policy Applicable.** If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person’s firm shall be disqualified from responding to the solicitation for violating the City’s no contact policy because the person discussed the solicitation with a City representative other than the Contracting Officer responsible for the procurement.

1.5.5 **Appeal of Disqualification.** In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 1.6 (“Disqualification Due to Participation in Preparation of Solicitation”) and City Code § 21-281 may appeal the Chief Administrative Officer’s determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

2.0 **Preparation of Proposals.**

2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.

2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror’s ability to meet the requirements set forth in the Request for Proposals.

2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.

2.4 **MBE/ESB Participation.** When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.
2.4.1 **Policy.** It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.

2.4.2 **Certification.**

A. All Minority Business Enterprise subcontractors and vendors must be registered with the City of Richmond’s Office of Minority Business Development (OMBD) and certified by the Commonwealth of Virginia Department of Minority Business Enterprise or a comparable certifying entity as a Minority Business Enterprise. OMBD reserves the right to accept the certification of other certifying agencies.

B. All Emerging Small Business subcontractors and vendors must be certified by the City of Richmond’s Office of Minority Business Development (OMBD).

2.4.3 **Evaluation.**

A. In the proposal evaluation process, up to 30 points will be given to those proposals that have documented past good faith efforts and have proposed MBE/ESB participation that relate to the established goal. All MBE/ESB forms that relate to this matter must be included in the prime contractors/vendors response. All documentation as it relates to past good faith efforts and proposed MBE participation must be submitted on the required forms in order to expedite the evaluation process. We have attached the Participation Commitment and the Current and Past Good Faith Effort forms for completion. The offeror should complete all pertinent MBE/ESB forms or risk forfeiting the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation.

B. The City of Richmond encourages MBE/ESB participation on all City of Richmond contracts. If the City of Richmond waives the setting of goals, it is up to the prime contractor/vendor to determine whether or not they will voluntarily have MBE/ESB participation. Voluntarily committing to MBE/ESB participation allows the prime contractor/vendor to use this commitment as past good faith efforts for credit on future projects that have MBE participation with the City. When presenting MBE/ESB participation, use the forms created by the Office of Minority Business Development (OMBD) (MBE-1, MBE-2 and Good Faith Effort) in order to properly document your participation efforts.

2.5 **Faith-Based Organizations.** The City does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

2.6 **Licenses, Permits and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.
2.7 Public Inspection of Records.

2.7.1 In General. All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen of the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.

2.7.2 Inspection by Offerors. Any offeror, 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 the contract.

2.7.3 Proprietary Information. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i) invokes the protections of section 21-5 of the Code of the City of Richmond prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” is cause for the City to reject the proposal.

2.8 Use of Brand Names. Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the offeror’s pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

2.9 Descriptive Literature. Each offeror shall submit with its proposal descriptive literature of equipment or supplies that the offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City’s specifications, and the City will evaluate the offeror’s proposal accordingly.

2.10 Exceptions.

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of
the offeror’s proposal or that the offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an offeror during the evaluation stage or the negotiation stage of the procurement process.

B. The offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:

1. If the Request for Proposals is one for “information technology” as defined in Va. Code § 2.2-2006, the offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the offeror is selected for negotiations, the offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

2. If the Request for Proposals is one for architectural or professional engineering services, the offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified offerors are ranked for negotiations. If the offeror is selected for negotiations, the offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

C. If the offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 **Warranties and Representations of Offeror.**

3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.

3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Charter of the City of Richmond, or the Code of the City of Richmond, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has 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. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of City Code §§ 21-274—21-285 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to offerors, contractors and subcontractors apply to this Request for Proposals and any resulting contract. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the offeror and the offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents that the offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.

3.4 **No Debts to City.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.

3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that it is in compliance with the provisions of section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions included with this Request for Proposals and, further, that the offeror’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the offeror’s firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.

3.7 **State Corporation Commission Registration.**
3.7.1 **Generally.** State law requires most business entities to register with the Commonwealth of Virginia’s State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

3.7.2 **Form Required.** Each offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. Each offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.

3.7.3 **Warranty.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that all information the offeror submits on its completed State Corporation Commission Form is true and complete at the time the offeror submits its proposal and will remain true and complete throughout the duration of any contract between the City and the offeror that results from this Request for Proposals. The offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City’s use and acceptance of such form, or its acceptance of the offeror’s statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the offeror as demonstrating compliance.

4.0 **Submission of Proposals.**

4.1 **Copies.** Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the offeror’s contractually binding authority. In addition, offerors shall submit additional copies of their proposals in such number and such electronic and paper formats as may be specified in the Statement of Needs.

4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:

- Proposal for
- Request for Proposals No.
- Name of offeror
4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the Cover Sheet to the Contracting Officer identified on the Cover Sheet.

4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:

- Firm’s Name
- Firm’s Address
- Contact Name and Telephone Number
- Fax Number and E-mail Address

4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 (“Recipient”) on or before the time and date set forth on the Cover Sheet to this Request for Proposals. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Contracting Officer shall not be considered a violation of this section.

4.6 **Multiple Proposals.** An offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.

4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the City may decline to consider such proposals.

4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned.

5.0 **Evaluation and Selection Process.**

5.1 **Opening.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals will then be forwarded to the using agency and evaluation panel to initiate the review and selection process. Proposals received after the date and time specified in section 4.5 (“Closing Date”) are late and will be returned unopened at the offeror’s expense.

5.2 **Evaluation.** During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Some offerors may be eliminated at this stage. Once the evaluation panel has completed this initial scoring, the evaluation panel may engage in discussions with offerors not eliminated by the initial scoring to clarify specific matters presented in those offerors’ proposals.
Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. The evaluation panel will use information gained during these discussions together with information presented in the proposal to rank offerors in accordance with the evaluation criteria stated in the Request for Proposals. The evaluation panel reserves the right to visit the premises of the offeror if the evaluation panel determines that it is necessary to do so.

5.3 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror’s failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to reject the offeror’s proposal. If not destroyed and upon request at the time of submission, the City will return samples at the offeror’s expense.

5.4 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.

5.5 **Negotiation with Offerors.**

5.5.1 **In General.** The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria.

5.5.2 **Procedure.** Unless the Director of Procurement Services determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. *(See City Code § 21-67.)*

6.0 **Award and Execution of Contract.**

6.1 **Award.**

6.1.1 **In General.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

6.1.2 **Multiple Awards.** The City reserves the right to make awards under this Request for Proposals to more than one offeror if the City determines that doing so is in the best interests of the City. If the City makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that offeror.
6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.

6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

6.4 **Notice of Award.** A contract is awarded only when the Director of Procurement Services signs the contract. The Contracting Officer may provide notice of the City’s decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.

6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.

6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.

6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contracting Officer, register in the City’s online Supplier Portal, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents and must have registered in the City’s online Supplier Portal within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City’s representative will then sign the contract. The signature of the City’s representative on the contract constitutes the award of the contract.

**END OF INSTRUCTIONS TO OFFERORS**
1.0 Duration of Contract.

1.1 Commencement and Expiration. This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire (1) one year later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 Extension of Contract. The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to section 1.3 (“Renewal”). This provision in no way affects or alters the ability of the City to renew the Contract consistent with section 1.3 (“Renewal”). If it is then decided to renew the Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 Renewal. The City may, at its sole option, renew this Contract for up to (1) one-year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least 60 calendar days before the expiration of the preceding term.

2.0 Contractor Responsibilities.

2.1 Independent Contractor. The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 Advertising. The Contractor shall not use any indication of its services to the City for commercial or advertising purposes. However, the Contractor may list the City as a reference account for prospective customers.

2.3 Anti-Kickback Provision. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 Century Compliance. The Contractor warrants that the hardware, software and firmware products, provided for use by the City or used by the Contractor to provide
any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

2.6 **Contractor Misrepresentation.**

2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.6.2 **MBE/ESB Participation.** By issuing the Request for Proposals, the City intends that MBE / ESB participation proposed as part of any proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely representing proposed MBE/ESB participation, or failing to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

2.7 **Drug-Free Workplace.**

2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

2.7.2 **Contractor’s Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 (“Policy”) above.

2.8 **Human Rights.**
2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

“a. It shall be an unlawful employment practice for an employer:

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

(a) During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall 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) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 Intellectual Property. The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 Personnel. The Contractor shall not replace a person indicated in the Contractor’s proposal as being assigned to perform services under this Contract for the City except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the contract administrator of the City with a résumé of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The contract administrator of the City will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.

2.11 Property of Work.

2.11.1 Work Product. Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 City Property. Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 Payment.

3.1 Basis. The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.
3.2 **Schedule.** The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.

3.3 **Terms.** The City shall pay the Contractor as follows: Net 45 days.

3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.

3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor’s federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City’s Department of Finance at either:

- accountspayable@richmondgov.com
- City of Richmond
  Accounts Payable
  900 East Broad Street
  Richmond, VA 23219.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the “Requester” identified on the purchase order at the “Ship To” address identified on the purchase order.
3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such minority subcontractor or vendor performed on the MBE-3 form available on the City’s website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City’s Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.

3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the option of the City, of any or all amounts due under this Contract through the Automated Clearing House network.

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys’ fees, which any of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor’s sole expense any and all such claims or legal actions.

4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the City shall be responsible therefor.
4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

(i) Subrogation against the City shall be waived.

(ii) The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability.

(iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City.

(iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

4.2.3.1 **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement listing the City, and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 (“Insurance”). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City, and its officers, employees, agents and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City. All certificates of insurance shall show the Contract Number assigned to this Contract by the City.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 (“Insurance”) unless requested at any time by the City’s Director of Procurement Services.

4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 (“Insurance”):
(i) Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(ii) Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(iii) Statutory Workers’ Compensation and Employers’ Liability Insurance with the Alternate Employer Endorsement WC 000301.

(iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per occurrence.

5.0 Assignment, Delegation and Subcontracting.

5.1 By City. The City may assign their rights or delegate their duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 By Contractor. The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor’s business affairs without the prior written consent of the City.

5.3 Subcontracting. This Contract shall not be subcontracted without the prior written approval of the City’s Director of Procurement Services.

6.0 Remedies and Termination.

6.1 Default. In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 Termination with Cause.

6.2.1 Notice. The City may terminate this Contract with cause at any time for the Contractor’s failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of the City to so terminate. Such notice shall be delivered at
least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the Contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.3 **Termination without Cause.**

6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City’s intent to so terminate. Such notice must be delivered at least 90 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 **Effect.** Upon such termination, the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

6.4 **Termination by Contractor.**

6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor’s intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor’s notice of termination shall be deemed null and void.
6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

6.5 **Waiver.** The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

7.0 **Dispute Resolution.**

7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.

7.3 **Contractual Claims.**

7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the City’s Director of Procurement Services no later than 60 calendar days after final payment. *(See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).*

7.3.2 **Required Contents of Claim Submission.** The Contractor’s claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The City’s Director of Procurement Services, in the Director’s sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.
7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The City’s Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See City Code § 21-167(b); see also Va. Code § 2.2-4363(B).*).

7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the City’s Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the City’s Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See City Code § 21-167(c); see also Va. Code § 2.2-4363(D).*).

7.3.5 **Finality of Decision.** The decision of the City’s Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-167. (*See City Code § 21-167(d); see also Va. Code § 2.2-4363(E).*).

7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 ("Contractual Claims") shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See City Code § 21-167(e).*).

7.4 **Alternative Dispute Resolution.** The City’s Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See City Code § 21-170; see also Va. Code § 2.2-4366.*).

7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

8.0 **Miscellaneous Provisions.**
8.1 Audit. The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor’s expense to a location in the metropolitan Richmond area.

8.2 Captions. This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

8.3 Force Majeure. If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

8.4 Merger / Entire Agreement. This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract’s subject matter shall be of any effect.

8.5 Modification. This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the City and the Contractor in accordance with the City’s Purchasing Policies and Procedures.

8.6 No Third-Party Beneficiaries. Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.
8.7 Notices.

8.7.1 In General. Any written notice by any party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person’s authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 Address. All notices to the City shall clearly indicate the Contract Number assigned to this Contract by the City and shall be directed to:

Director of Procurement Services  
Department of Procurement Services  
City of Richmond  
900 East Broad Street, Room 1104  
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor’s proposal.

END OF GENERAL TERMS AND CONDITIONS