Request for Proposal No. G180018049
Richmond Public Library Integrated Library System (ILS)

Due Date & Time: April 10, 2018 / 2:30 P.M.
Receipt Location: City Hall, 900 East Broad Street, 11th Floor, Room 1104

Request for Proposal Prepared by:
Name: Gary Hundley
Title: Contract Specialist
Telephone (804) 646-2670 Fax (804) 646-5989
Email: gary.hundley@richmond.gov.com
Department of Procurement Services
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. **G180018049 Richmond Public Library Integrated Library System (ILS)**. 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: ____________________________________________________________
STATE CORPORATION COMMISSION FORM

Complete Legal Name of Offeror Firm: ____________________________

Virginia State Corporation Commission registration information. The Offeror:

☐ 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 Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror’s out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’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 Offeror to submit the State Corporation Commission identification number after the due date for proposals. The Offeror shall promptly provide any information the City requires to enable the City to properly evaluate the Offeror’s request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.
STATEMENT OF NO OFFER

Offerors 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 twelve business days prior to the solicitation closing date.

RFP No.: ___________________________ Service: ___________________________

The undersigned firm declines to submit an offer on the RFP 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:  _________________________________________________________________
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Attachments:
1. Sample Contract Form.
2. MBE/ESB Commitment Forms.
PART I
STATEMENT OF NEEDS

1.0 Introduction
The City of Richmond ("COR" or the "City") is soliciting proposals from qualified Offerors to provide a new Integrated Library System (ILS) to maintain and control internal and external operations in the areas of:

- Materials acquisition.
- Authority control.
- Cataloging and processing.
- Circulation and patron accounts.
- Online Public Access Catalog (OPAC).
- System administration and reports as well as interoperability with self-checkout and public access computer print and cash management software for the Richmond Public library.
- Preference is for a locally hosted system but will consider a Software As A Service (SAAS) or remote access.

Additional benefits of a new Integrated Library System (ILS) are to control and reduce current maintenance costs for both the Department of Information Technology (DIT) and the Library by taking advantage of advancements in Integrated Library Systems.

The Richmond Public Library (RPL) is the main requesting department for this Solicitation. Other City of Richmond departments and agencies may utilize the awarded Contract(s) resulting from this Solicitation.

1.1 Purpose
The Richmond Public Library (RPL) must replace its current Integrated Library System (ILS). The current system was installed in 2003-2004 along with a Sole Source renewal in 2012.

1.2 Background
In 2003, RPL purchased the Sirsi Dynix Symphony Integrated Library System (ILS) from the Sirsi Dynix Corporation. The purchase was by way of a competitive RFP process. A City contract was established with Sirsi to provide on-going technical support for the following areas:

- Software installation and maintenance;
- To take advantage of new system technology upgrades and product offerings, and;
- To purchase system add-ons and enhanced integrated products on a proactive basis.

The Sirsi System has been very dependable over its life, operating 24/7 as a reliable database resource for both public and staff use, including online web access. The renewal options for the original contract expired in 2008. For the three years, the Library and the Department of Information Technology (DIT) completed an annual quote solicitation process which resulted in awarding a contract to Sirsi each year for the services and products mentioned above.

In 2012, the Library proposed a sole source contract with Sirsi for one year, with four annual renewal options. The total estimated costs for the new Sirsi Contract was $158,700, which was to include:

- SirsiDynix Annual System Software Maintenance Agreement.
- SirsiDynix Public Web Annual Content Subscription.
- Patron Self Check Work Stations (Software and Hardware).
- Patron Self Print Release Stations (Software and Hardware).
- Patron Interface Applications for use of iPhones, iPads, Android Devices, Facebook, and eBooks.
- Sirsi programming and consulting services, as needed.
The Library submitted a purchase request in 2014 for $400,000 which was approved for FY16 to replace the Sirsi Dynix System in 2017.

**About the Richmond Public Library:**
The Richmond Public Library (RPL), in Richmond, Virginia, is a city-wide system with one Main Library/Administration headquarters and eight branch libraries. RPL serves a population of about 210,000 city residents with a stated mission to inform, enrich, and empower the residents of Richmond.

**Library Technology:**
Richmond Public Library’s technology solutions are managed by the Library’s Automation Department in partnership with the City of Richmond’s Department of Information Technology (DIT). DIT maintains a centralized data center that provides environmentally controlled operations for servers, routers and firewalls. Our database management system is Oracle v 10.2.0.

The Library’s ILS provides the following operational functions:

- Provides all aspects of library inventory, including catalog of holdings, library user database, circulation of library materials, and management of fines/fees.
- Provides acquisitions functions for ordering and receiving library materials, management of library materials budget.
- Related functions of PC session management, print management, cash register transactions, debit-credit payments, and self-service functions.

**SirsiDynix and Our System:**
The current ILS vendor is Sirsi/Dynix. Third-party contracts for public PC session management, cash register system, and print management systems are with Envisionware.

Symphony version 3.4.1.3.1183.
Client: Workflows JAVA.

<table>
<thead>
<tr>
<th>Application</th>
<th>Library Web Application Server</th>
<th>Library Application Server</th>
<th>Library Database Server</th>
<th>Library Application Server</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use</td>
<td>Production</td>
<td>Production</td>
<td>Development</td>
<td>Development</td>
</tr>
<tr>
<td>Processor</td>
<td>4.20 GHz</td>
<td>4.20 GHz</td>
<td>4.20 GHz</td>
<td>4.20 GHz</td>
</tr>
<tr>
<td>Vendor</td>
<td>IBM</td>
<td>IBM</td>
<td>IBM</td>
<td>IBM</td>
</tr>
<tr>
<td>Model</td>
<td>IBM,8203-E4A</td>
<td>IBM,8203-E4A</td>
<td>IBM,8203-E4A</td>
<td>IBM,8203-E4A</td>
</tr>
<tr>
<td>OP SYS</td>
<td>AIX 6.1.0.0</td>
<td>AIX 6.1.0.0</td>
<td>AIX 6.1.0.0</td>
<td>AIX 6.1.0.0</td>
</tr>
<tr>
<td>Memory</td>
<td>8 GB</td>
<td>5 GB</td>
<td>8 GB</td>
<td>8 GB</td>
</tr>
</tbody>
</table>

**Third party vendors with ILS:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Envisionware/PC Reservation</td>
<td>PC reservation, print, and cash management system</td>
</tr>
<tr>
<td>Unique Management Services</td>
<td>Collection agency</td>
</tr>
<tr>
<td>3M</td>
<td>Security system for materials</td>
</tr>
<tr>
<td>Collection HQ</td>
<td>Collection management software</td>
</tr>
<tr>
<td>-----------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Overdrive</td>
<td>Downloadable ebooks and audiobooks</td>
</tr>
<tr>
<td>Hoopla</td>
<td>Streaming video, audio, graphic novels, ebooks</td>
</tr>
<tr>
<td>RFID vendor (future)</td>
<td>Ability to interface with an RFID system</td>
</tr>
</tbody>
</table>

The Library’s current environment and computer system operational parameters are listed below in the Library Statistics table. The new Integrated Library System (ILS) shall meet or exceed all of the operational levels as stated. Further, it must be documented that a new ILS system has the capacity to support expanded operational levels generated by an anticipated library growth rate level of 10% per year.

**Library statistics:**

<table>
<thead>
<tr>
<th>Richmond Public Library</th>
<th>Richmond, Virginia</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POPULATION SERVED</strong></td>
<td></td>
</tr>
<tr>
<td>Richmond City</td>
<td>223,170</td>
</tr>
<tr>
<td>Richmond metropolitan area</td>
<td>1,200,000</td>
</tr>
<tr>
<td><strong>COLLECTIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Number of bibliographic records</td>
<td>344,142</td>
</tr>
<tr>
<td>Number of authority records</td>
<td>265,884</td>
</tr>
<tr>
<td>Number of Item records</td>
<td>537,967</td>
</tr>
<tr>
<td>Number of items added FY17</td>
<td>24,427</td>
</tr>
<tr>
<td>Number of items withdrawn FY17</td>
<td>28,629</td>
</tr>
<tr>
<td>Number of vendors/suppliers</td>
<td>50</td>
</tr>
<tr>
<td>Annual budget for materials FY17</td>
<td>$468,353</td>
</tr>
<tr>
<td>Number of ebooks &amp; audiobooks through Overdrive</td>
<td>5040</td>
</tr>
<tr>
<td><strong>CIRCULATION FY17</strong></td>
<td></td>
</tr>
<tr>
<td>Number of registered patrons</td>
<td>117,370</td>
</tr>
<tr>
<td>Total circulation transactions</td>
<td>626,842</td>
</tr>
<tr>
<td>- Circulation of collections</td>
<td>579,882</td>
</tr>
<tr>
<td>- Overdrive</td>
<td>46,960</td>
</tr>
<tr>
<td>Total number of interlibrary loans – inbound &amp; outbound</td>
<td>263</td>
</tr>
<tr>
<td>Number of holds placed</td>
<td>58,693</td>
</tr>
<tr>
<td>Public PC reservation, print, and cash management system</td>
<td>Envisionware/PC Reservation</td>
</tr>
<tr>
<td>Collection agency</td>
<td>Unique Management Services</td>
</tr>
<tr>
<td>Security gates and tattle tale strips</td>
<td>3M</td>
</tr>
<tr>
<td><strong>TECHNOLOGY</strong></td>
<td></td>
</tr>
<tr>
<td>Number of public workstations</td>
<td>262</td>
</tr>
<tr>
<td>Number of staff workstations</td>
<td>237</td>
</tr>
<tr>
<td>Number of iPADs</td>
<td>10</td>
</tr>
<tr>
<td>Number of self-check units</td>
<td>none [under consideration]</td>
</tr>
<tr>
<td><strong>LIBRARY LOCATIONS</strong></td>
<td></td>
</tr>
<tr>
<td>Number of locations</td>
<td>1 Main Library/Administration and 8 branch libraries</td>
</tr>
</tbody>
</table>
1.3 **Pre-Proposal Meeting**
There is no pre-proposal meeting for this Request for Proposals.

1.4 **Definitions:**
- The term "Server" shall be used throughout the solicitation to reference computer hardware and software managed on the Richmond Public Library's (RPL) local and wide area networks and using IBM AIX, Oracle, or most current equivalent operating system for use in supporting the Richmond Public Library applications through database, file or software storage and execution.
- The term "Application" shall be used throughout the solicitation to reference any software product that supports active business functions throughout the Richmond Public Library (RPL).
- The term “On-site” shall be used throughout the solicitation to reference work complete at the Richmond Public Library (RPL) facilities.
- The term “Remote” or “Off-site” shall be used throughout the solicitation to reference support through use of software that allows secure access to the appropriate area of the Richmond Public Library (RPL) network and databases.

2.0 **Requirements and Deliverables**

A. **Scope of Work**
1. The Contractor shall serve as a single prime contractor having responsibility for all aspects of the proposed ILS solution. The Contractor shall furnish all labor, materials, etc. to provide time and materials maintenance support, consulting and development services for the integrated library system, referred to as the ILS.

2. The Contractor shall provide the Richmond Public Library (RPL) with assistance to the Department of Information Technology (DIT) for support of the integrated library system, primarily the ILS solution. On-site Software As A Service (SAAS) and/or remote support services are required. Support hours are typically exhausted through a culmination of project manager, architect, developer and QA support roles. Richmond Public Library’s requirements range from small staff augmentation efforts, including research support to larger project implementations.

B. **Qualifications and Experience Requirements:**
The Contractor should have the following qualifications and experience:
- Three (3) to five (5) years of integrated library system administration and development experience.
- Five (5) to seven (7) years of increasingly responsible technical and professional experience in systems management.
- Experience in using tools and techniques for monitoring, analyzing, and optimizing integrated library system solutions.
- Experience in developing strategies for development, identifying system bottlenecks, and assisting in machine configuration and hardware sizing for Windows and Oracle server environments related to integrated library systems.
- Demonstrated experience in the development of integrated library systems customizations
- Experience providing support to similarly sized city governments.
- Experience using IBM server environments and implementation in those environments.
C. **Specific Tasks for the ILS:**
Specific tasks for the ILS can be categorized into the following areas:

1. **System Functions and Requirements:**
   The ILS shall include support for the existing business processes of the City’s library system. This includes, but not limited to, Circulation, Online Public Access Catalog, Acquisitions and Cataloging, and System Administration. The ILS should have an implementation schedule plan.

2. **Circulation:**
   The ILS shall provide circulation, including offline circulation, backup and restoration. Integrated self-service interface for patron self-service circulation and payment resolution. SIP2 compliance and RFID solution as well as PCI2 compliance for electronic payment processing 7 days a week 24 hours a day, 365 days a year.

3. **Online Public Access Catalog (OPAC) and/or Discovery Tool:**
   The OPAC must have intuitive and powerful discovery. The ILS shall allow patrons to remotely place holds, renew items, and pay fines and fees.

4. **Acquisition and Cataloging:**
   The ILS shall provide acquisitions with fund accounting feature for accounts receivable, accounts payable with reporting and invoice tracking.

5. **System Administration:**
   The ILS shall have the ability to encrypt user passwords and enforce strong password policies, https, PCI2 compliance, SIP compliant.

6. **City’s Library Environment Requirements:**
   The Contractor must be available during all library operating hours which are 7:00 a.m. to 9:00 p.m. eastern standard time (EST), seven days per week.

D. **Additional Technical Support Requirements:**

1. The Contractor shall provide project schedules to managers when appropriate and provide status and timelines on tasks.

2. Access the City’s network through secure VPN technology or as required by the City’s Chief Information Security Officer.

3. Agree that all products developed as the result of a work order with the Richmond Public Library shall be deemed the property of the City.

4. Respond to and address critical library problems within one (1) hour. Critical system problems are identified as a failure of any type resulting in the ILS being inaccessible for all users.

5. Respond to and address serious library problems/requests, defined as unavailability of production systems, within eight (8) hours. Serious system problems/requests include, but are not limited to:
   a. Investigations with data inconsistencies.
   b. High-priority modifications due to audit or security issues.
   c. Unexplained loss of data.
   d. Unexplained and sudden slowdown in ILS response.
   e. High-priority configuration changes due to unexpected environmental changes.
6. Respond to and address routine library requests within twenty-four (24) hours. Routine library requests include, but are not limited to:
   a. Patch implementations.
   b. Development of ILS enhancements.
   c. Technology briefings.
   d. Documentation for development.
   e. Training.
   f. User access maintenance.
   g. Backup/maintenance plans.

E. Communication:
The Contractor shall provide:
   a. Monthly status reports for all operational task assignments.
   b. Weekly project status for specific projects.
   c. Notifications of new/future ILS versions, functionality included, and impact to the current operating environment.
   d. Research on best practices, new ILS database solutions, upgrade paths, etc. as requested.
   e. Monthly staff activity and time reports for staff on site.
   f. Project planning, as tasks require.

3.0 Proposal Contents
The proposal must include all of the information set forth in this section (TABS 1 – 11) and be organized as set forth in this section. In addition to the Original (so marked), the Offeror shall submit (i) Six (6) complete, bound paper copies of its proposal and (ii) One electronic copy (USB Flash Drive/Thumb Drive) in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.

These elements parallel the basis of the City’s proposal evaluation criteria. The City is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

TAB 1 – SIGNED FORMS.
This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, Transmittal Letter, and Office of Minority Business Development Forms (MBE/ESB Participation Forms) included with this Request for Proposals.

TAB 2 – STATEMENT OF THE SCOPE.
In concise terms, state the Offeror’s understanding of the scope of work presented by the RFP. This section should confirm the Offeror’s understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for noncompliance. If there are provisions of the RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution.

TAB 3 – EXECUTIVE SUMMARY.
This tab should provide a brief summary of the proposal’s contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.
TAB 4 – KEY PERSONNEL.
This tab should include the résumés of the Offeror’s key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposals. For each key person identified by the Offeror, this tab should include the following information, provided in résumé format:
   A. Name and title.
   B. Office location and city of residence.
   C. Organizational Chart
   D. Project responsibilities and roles.
   E. Educational background.
   F. Professional registrations and memberships (if applicable).
   G. Years of relevant experience.

Include all professional certifications maintained by personnel to be assigned to this project with resume information. Include a narrative as to why the Offeror believes that its proposed Project Manager and supervisory staff has sufficient knowledge and leadership ability to successfully manage this operation.

TAB 5 – OFFEROR HISTORY.
This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing chemical and biological analysis of environmental samples to determine the presence and concentration of specific analyses in aqueous and non-aqueous samples to a profit or non-profit or public entity by this Request for Proposals. Explain the size of your firm, including years in business, office locations and legal structure.

TAB 6 – EXPERIENCE.
This tab should include a summary showing the Offeror’s List of staff and associated credentials of those individuals that will be assigned to the project. Experience and reference of staff (include number of years for each) and the proposed role with regard to the City’s solicitation. Biographical information, title, address, phone number, and email address of the primary contact person(s) assigned to this account. Provide an organizational chart that includes these individuals. The Contractor should have the following qualifications and experience:
   • Three (3) to five (5) years of integrated library system administration and development experience.
   • Five (5) to seven (7) years of increasingly responsible technical and professional experience in systems management.
   • Experience in using tools and techniques for monitoring, analyzing, and optimizing integrated library system solutions.
   • Experience in developing strategies for development, identifying system bottlenecks, and assisting in machine configuration and hardware sizing for Windows and Oracle server environments related to integrated library systems.
   • Demonstrated experience in the development of integrated library systems customizations
   • Experience providing support to similarly sized city governments.
   • Experience using IBM server environments and implementation in those environments.

TAB 7 – TECHNICAL CAPABILITY.
This tab should include the Offeror’s capacity to provide a new integrated library system (ILS) and perform the services identified in the Scope of Work and specific tasks for the ILS. Offerors are encouraged to include within their proposals any additional information that may enhance the services provided by its proposed system. Include how the Firm provide dedicated information technology (IT) liaison(s) to work on set-up, file transfer, testing, and troubleshooting/issue resolution. What hours are technical support available and specify time zones.

TAB 8 – APPROACH AND COMPLIANCE WITH REQUIREMENTS.
This tab should describe in detail the Offeror’s project approach and compliance with all of the terms and conditions. This section should describe the recommended approach and work plan regarding the
assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.

The proposal must address in depth the Offeror’s plans to meet the requirements of each of the tasks and activities outlined in the "Statement of Needs" of this RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations that will be required from the City, anticipated problem areas, proposed solutions to the problem areas, etc.

Work plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the City plus the hours and resources required by the City’s staff to assist. The Offeror should clearly specify who has primary responsibility for each work plan element; the Offeror or the City’s staff. The Offeror should describe in their proposal procedures for the return of all items. Include Offeror’s proposal for operational procedures, selection process, and training program.

Explain how you propose to be held accountable to City of Richmond and how performance of employees and the services will be measured and demonstrated.

**TAB 9 – ACCESSIBILITY.**
This tab should describe the degree of accessibility that the Offeror will be able to provide to the City Officials who will be administering the contract. In this section, the Offeror must present a plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

The section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed work plan. Offeror may use this section to describe technology enhancements, software applications, other services, etc. that are available through or recommended by the Offeror.

**TAB 10 – REFERENCES.**
This tab of the Offeror’s proposal should:
- List or describe representative clients currently served, both nationally and by the local office focusing on clients similar in size and complexity to the City.
- Provide the current name, address, and telephone number of at least three (3) specific references (preferably local government) the company has served either currently or in the past five years; preferably those where one or more of the project team provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client. The tab should also include an affirmative statement that the Offeror grants its consent for the City to contact the Offeror’s references for purposes of evaluating the Offeror for this Contract and acknowledges that any information obtained from the Offeror’s references will not be disclosed to the Offeror.

**TAB 11 – SUBCONTRACTING.**
This tab should identify any of the required services that you intend to subcontract, if any, providing the following information:

A. Reasons for Subcontracting.
B. Proposed SubContractor responsibilities.
C. Identity of proposed SubContractors including location, relevant personnel and experience, previous use as a SubContractor, and any other relevant supporting information.

**COST PROPOSAL.** *(Cost Proposal must be submitted in a separate sealed envelope).* Offerors should propose pricing arrangements outlining labor cost, indirect cost, supplies and equipment cost. A written non-binding cost proposal must be fully supported by data adequate to establish the reasonableness of the proposed fee by stage.

The Offeror shall identify a payment schedule linked to deliverables. Payment will be made to the Contractor only as segments of the project are delivered and accepted by the City. The Offeror should explain and provide details of any conditions which might increase or reduce the cost of the proposed services.

The detailed basis for the proposed cost of these services, such as per hour cost or per employee cost should likewise be provided. Costs must include all items such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost.

Best and final negotiated prices submitted shall be valid for a period of one hundred and twenty (120) calendar days from the original due date of this RFP until such time a Contract is signed, unless extended in writing.

The City is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by the City.

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:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Understanding the City’s requirements</td>
<td>10 Pts.</td>
</tr>
<tr>
<td>B. Approach and Work Plan</td>
<td>15 Pts.</td>
</tr>
<tr>
<td>C. Management plan and Accessibility</td>
<td>15 Pts.</td>
</tr>
<tr>
<td>D. Project team qualifications and experience</td>
<td>10 Pts.</td>
</tr>
<tr>
<td>E. Firm experience and capabilities</td>
<td>10 Pts.</td>
</tr>
<tr>
<td>F. Cost</td>
<td>10 Pts.</td>
</tr>
<tr>
<td>G. MBE / ESB Commitment</td>
<td>30 Pts.</td>
</tr>
</tbody>
</table>

In accordance with City Code § 21-67(e), this criterion considers the offeror’s “good faith minority business enterprise and emerging small business participation efforts” as defined in City Code § 21-4. Pursuant to City Code § 21-67(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is **5%**. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the General Terms and Conditions for the MBE/ESB provisions.

**Total Available Evaluation Points** ................................................................. **100 Pts.**

**END OF STATEMENT OF NEEDS**
These elements parallel the basis of the City’s proposal evaluation criteria. The City is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

1. **Understanding the City’s Requirements**
   This section should confirm the Offeror's understanding of this RFP and the planned project. In addition, it should clearly outline the scope and objectives of the proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

   If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for noncompliance. If there are provisions of the RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution.

2. **Approach and Work plan**
   This section should describe the recommended approach and work plan regarding the assistance to be provided. The Offeror should clearly distinguish tasks that the Offeror will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.

   The proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorizations that will be required from the City, anticipated problem areas, proposed solutions to the problem areas, etc.

   Work plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the City plus the hours and resources required by the City’s staff to assist. The Offeror should clearly specify who has primary responsibility for each work plan element; the Offeror or the City’s staff. The Offeror should describe in their proposal procedures for the return of all items.

3. **Management Plan and Accessibility**
   In this section, the Offeror must present a plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

   The section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed work plan.

   Offeror may use this section to describe technology enhancements, software applications, other services, etc that are available through or recommended by the Offeror.

4. **Project Team Qualifications and Experience**
   This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the proposal should:
   - Designate a Project Manager.
   - Include the organization, functional discipline, and responsibilities of project team members.
   - Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor.
The personnel named in the proposal shall remain assigned to the project throughout the period of the Contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the City.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

5. **Firm Experience and Capabilities**

The purpose of this section is to provide the City with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in this RFP and/or city government clients in general. The Offeror should:

- Describe the organization’s and individuals’ experience in providing services to a similar population.
- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror's local office experience with similar projects.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads that practice and where that person is located.
- Describe any local office(s) that will service the City of Richmond including size, services, area covered, and principal contact person.
- Describe your professional liability coverage for work of this type, including limits of coverage and the expiration date.
- Describe any investigations by governmental or authoritative bodies or disciplinary actions related to the firm or staff or any past or pending matter that may be interpreted to reflect negatively upon the firm’s commitment to compliance with laws or professional standards.

The Offeror must also specify, in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed project.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the City, the City reserves the right to reject the proposal.
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 twelve (12) business days prior to the closing date to:

Gary Hundle, Contract Specialist
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Phone: (804) 646-2670
Fax: (804) 646-5989
E-mail: gary.hundle@richmond.gov

If submitting an inquiry by facsimile transmission, the Offeror should notify the Procurement Officer by telephone that the person is faxing the inquiry. 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 Procurement 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 (“Explanation to Offerors”) above is prohibited. Any such unauthorized contact may disqualify the Offeror from this procurement.
1.4 **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, 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 contract specialist 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 1.5 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 Committee. 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 that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal. 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 a firm or corporation, the Offeror must show the title of the individual executing the proposal and a resolution authorizing 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 Exception.

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 Richmond City Charter, or the Richmond City Code (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 project. 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 should submit an *Original (so marked) and Six (6) copies of their proposals*, signed by the Offeror’s contractually binding authority and *one electronic copy (USB Flash Drive/Thumb Drive)* in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.

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
Address of Offeror Receipt and Closing Date:

4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the cover to:

*Gary Hundley, Contract Specialist*
*Department of Procurement Services*
*City of Richmond*
*900 East Broad Street, Room 1104*
*Richmond, Virginia 23219*

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

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

4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section (“Recipient”) on or before the time and date set forth on the cover sheet to this solicitation. 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 Procurement 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. However, if any portion of the proposal is marked “proprietary,” is highlighted and otherwise meets the requirements of section 21-5 of the Code of the City of Richmond, the City will return such portion after award of the contract, if the Offeror so requests and at the Offeror’s expense. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary may render the proposal non-responsive.

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, if responsive, will then be forwarded to the using agency and Evaluation Committee to initiate the review and selection process. Responses received after the date and time specified in section 4.5 (“Closing Date”) will be deemed non-responsive and will be returned unopened.

5.2 **Evaluation.** During the evaluation phase, an Evaluation Committee will review the proposals to ascertain which proposals address all the requirements of the Request for Proposals and to conduct an analysis of the adequacy of the proposals. Proposals determined to be technically non-responsive or not as responsive as other proposals will be eliminated at this stage. Once it has determined which Offerors are qualified, the Evaluation Committee may engage in discussions with selected Offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these discussions together with information presented in the proposal to rank Offerors in accordance with criteria stated in the Request for Proposals. The selected Offeror will be required to assume responsibility for all services offered in its proposal. The Evaluation Committee reserves the right to visit the premises of the Offeror as it deems necessary.

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 deem the Offeror’s proposal to be non-responsive. 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. The City reserves the right to negotiate with a selected Offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.

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; see also Va. Code § 2.2-4301.)

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 solicitation, each contract awarded will include an exhibit specifying 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. The City reserves the right to negotiate with the selected Offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.

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.** Following the selection of an Offeror and the signing of a contract, the Procurement Officer will notify those Offerors whose proposals are not selected of the name of the selected Offeror. Offerors should note that it may take up to two months to award this Contract.

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 Procurement Officer and furnish the insurance documents required by the Terms and Conditions included with this
Request for Proposals. The Offeror shall furnish the City with the signed contract and the required insurance documents 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 representatives will then sign the contract.

END OF INSTRUCTIONS TO OFFERORS
PART III
GENERAL TERMS AND CONDITIONS

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 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 (“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 seven (7) 1-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:

i 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.

ii 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.

iii 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.

1.1 **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.

1.2 **Schedule.** The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.

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

1.4 **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.

1.5 **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.

1.6 **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.

1.7 **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.

1.8 **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:

accounts payable@richmond.gov.com

or

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.

1.9 **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) 646-6417 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.

1.10 **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.**

4.2.4 **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.

4.2.5 **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.

4.2.6 **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.

4.2.7 **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**
PART IV
SPECIAL PROVISIONS

1.0 A redacted copy of the proposal should be submitted electronically. The City prefers this copy be via USB Flash Drive or Thumb drive will be accepted.

2.0 RENEWAL OF CONTRACT
This contract may be renewed by the City for up to seven (7) 1-year renewal options under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the City’s intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

1. If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the Consumer Price Index for All Urban Consumers (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

2. If during any subsequent renewal periods, the City elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the Consumer Price Index for All Urban Consumers (CPI-U) of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

3.0 COOPERATIVE PROCUREMENT
A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.

B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent’s response to the solicitation.

C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.

D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.
E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.

F. The Contractor shall furnish the City with semiannual reports identifying all other public bodies which used this Contract within the six months preceding the report, the quantities purchased from the Contractor by each, and the dollar amounts paid to the Contractor by each.
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: [signature in ink]  
_Date_

(signature in ink)  
_Date_

(typed name)

(typed title)

IF A CORPORATION, AFFIX CORPORATE SEAL

For the CITY:

By: Mimi Terry  
Interim Director of Procurement Services  
_Date_

(typed name)  
_Date_

(typed title)
MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
900 East Broad Street
City Hall, 16th Floor, Suite 1603
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136
http://www.RichmondGov.com/MBD

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

<table>
<thead>
<tr>
<th>COMPANY DATA</th>
<th>PROJECT NAME/CONTRACT No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY NAME:</td>
<td>PROJECT NAME/CONTRACT No.</td>
</tr>
<tr>
<td>CONTACT NAME:</td>
<td>PHONE #</td>
</tr>
<tr>
<td>Fax#</td>
<td>Email:</td>
</tr>
<tr>
<td>BUSINESS LICENSE No.</td>
<td>BUSINESS LICENSING JURISDICTION:</td>
</tr>
</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)

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</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>ABC Co., Inc.</td>
<td>(XXX) 555-5555</td>
<td>Concrete Work</td>
<td>$20,000</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>110 Main Street</td>
<td>54-XXXXXX</td>
<td>Other Excavation</td>
<td>10%</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Anywhere, USA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*IF OWNED TYPE “5 = OTHER” SPECIFY HERE: TOTAL DOLLAR AMOUNT
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND TOTAL % OF CONTRACT

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:

MBE/ESB-2 Participation Commitment Form Revised Date 4/9/2015
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.
All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

<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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ABC Co., Inc.</td>
<td>110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX</td>
<td></td>
<td>$2,000</td>
<td>$8,000</td>
<td></td>
<td>Yes</td>
<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.

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.

7. Invoices – include all invoices for all payments.

8. MBE-3 Report & Invoices – all MBE-3 forms and invoices can be mailed or emailed to MBD.Compliance@RichmondGov.com

MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015
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.

MBE/ESB-4 Good Faith Effort Form - Revised Date 1/1/2014

(Turn Over)
## Attachment A – Form of Information Documenting Method of Contact

<table>
<thead>
<tr>
<th>MBE/ESB Name</th>
<th>Contact Person</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>Email</th>
<th>Newspaper or Other Publication</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</td>
<td>(804) 555-5555</td>
<td>(804) 555-5555</td>
<td><a href="mailto:ABC@gmail.com">ABC@gmail.com</a></td>
<td>Times Dispatch</td>
<td>See Attachment</td>
<td>Yes</td>
<td>1 = African American, 2 = Hispanic American, 3 = Asian American, 4 = American Indian, 5 = Other (Specify Below)</td>
</tr>
</tbody>
</table>

### Additional copies can be made

**MBE/ESB-4 Good Faith Effort Form** - Revised Date 1/1/2014
MBE/ESB Past Good Faith Efforts Participation Form

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

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

DEFINITIONS

- MINORITY BUSINESS ENTERPRISE: 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.

- GOOD FAITH MBE/ESB PARTICIPATION EFFORTS: 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.

- EMERGING SMALL BUSINESS: 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.

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: [Sign]  DATE: [Date]

MBE/ESB-5 Past Good Faith Efforts Participation Form – Revised Date 1/13/2014