Request for Proposal No. **G190005232**
RVA Clean Water Plan

Due Date & Time: **January 14, 2019 / 2:30 P.M.**
Receipt Location: City Hall, 900 East Broad Street, 11th Floor, Room 1104

**Request for Proposal Prepared by:**
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Department of Procurement Services

[http://www.richmondgov.com/Procurement/BidsProposals.aspx](http://www.richmondgov.com/Procurement/BidsProposals.aspx)
SIGNATURE SHEET

This signature sheet must be included as part of the Offeror’s proposal, or the City will not consider the proposal. The Offeror’s signature below certifies that this proposal as submitted complies with, and the Offeror agrees to be legally bound by, all terms and conditions set forth in Request for Proposals No. **G190005232 RVA Clean Water Plan**. 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 (12) 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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1. Sample Contract Form.
2. MBE/ESB Commitment Forms.
PART I
STATEMENT OF NEEDS

1.0 Introduction

1.1 Purpose
The City of Richmond (“COR” or the “City”) is soliciting proposals from qualified engineering firms with substantial professional experience in water quality regulatory compliance services to provide support in the implementation of its RVA Clean Water Plan. The purposes, functions, criteria and general requirements for the scope of work on a particular project or task will be set forth in a Project Task Order issued to the Contractor.

The Department of Public Utilities (DPU) 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.

1.2 Background
The City of Richmond is a community along the James River in Central Virginia, with a population of over 220,000 residents in an area of approximately 60 square miles. The City’s Department of Public Utilities (“DPU”) manages three utilities related to water resources: wastewater, stormwater, and drinking water. The City is regulated by Virginia Pollutant Discharge Elimination System (VPDES) permits for discharges from its wastewater treatment plant (WWTP), CSOs, MS4 and WWTP stormwater. Although these discharges have essentially been regulated separately until now, the City anticipates receiving an integrated permit from the Virginia Department of Environmental Quality (“DEQ”) in September 2018 that will cover all of these discharges under one permit. Nitrogen and phosphorus will remain authorized under the Watershed General permit.

The City currently has TMDL Action plans that address the Chesapeake Bay TMDL (waste load allocation for nitrogen, phosphorus and sediment) and the James River Basin Bacteria TMDL. The City anticipates new requirements to develop action plans for pollutants identified in TMDLs that will be approved after permit reissuance if the impairment is included in the most recent 303(d)/305(b) Integrated Report and if the report identified that the TMDL would be developed during that permit cycle. Currently, the James River is under study for Chlorophyll-a impairment. The results of this study may have an impact on the City’s water quality plan.

Related reference documents for chlorophyll-a are posted and available to view on DEQ’s webpage:

The focus of the RVA Clean Water Plan is to address water quality and quantity issues related to discharges controlled by the City. The Plan integrates the City’s numerous water quality regulatory requirements including the Municipal Separate Storm Sewer System (MS4), the Combined Sewer Overflow (CSO) program, the James River and tributaries (Bacteria) Total Maximum Daily Load (TMDL) and Chesapeake Bay TMDL.

1.3 Pre-Proposal Meeting
There is no pre-proposal meeting for this Request for Proposals.

1.4 Definitions:
The following words and phrases, when used in this Request for Proposals, have the meanings ascribed to them in this section, except where the context clearly indicates that another meaning is intended:
A. City. “City” means the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia, acting through its duly authorized representatives.

B. Contract. “Contract” means the Goods and Services Contract, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.

C. Contractor. “Contractor” means the Offeror to whom the City awards the Contract.

D. Department of Public Utilities (DPU). “DPU” means the Department of Public Utilities for the City of Richmond.

E. Offeror. “Offeror” means any person or legal entity that may choose to submit a proposal in response to this solicitation.


2.0 Requirements and Deliverables

A. Delivery
Each deliverable shall be delivered in a timely manner and in accordance with the contract schedule to the Technical Representative with a copy to the Contract Specialist.

B. Performance Evaluations
Performance evaluation of the Contractor shall take place at the completion of each contract term. The City’s Vendor Performance Evaluation Form shall be used for each evaluation and results shall be on record and distributed to the Contractor.

C. Scope of Work
DPU is requesting services from a contractor or contractor team as it implements and adaptively manages its RVA Clean Water Plan for the City’s various water quality challenges, which include consideration of the Chesapeake Bay TMDL, the James River Bacteria TMDL, the Chlorophyll-A study (when applicable), other 303(d) listed impairments, and the City’s current/pending integrated permit regulatory requirements. Services will include support for the coordination of program goals and the development and design of cost effective and implementable projects for water quality and quantity improvement within the City’s watersheds.

In particular, the services may include support in gathering data, analyzing collection systems and water quality models to aid in decision making, applying adaptive management processes to update the Plan as new data are gathered, and designing green infrastructure. This support will be focused on assisting the City in meeting all regulatory compliance requirements, improving water quality within the City’s watersheds, and meeting sustainability goals. Tasks will be focused on assisting the City with implementation of the strategies for all aspects of the Plan including compliance with all federal, state and local regulatory requirements and agency goals including those of DEQ, the Army Corps of Engineers and the Environmental Protection Agency. A component of this project will be to assist the City in developing capital improvement plans and funding plans. Additionally, it will be critical to garner public input and support for the Plan, which will require engagement in public outreach.

The Contractor shall furnish all labor, materials, equipment, and supervision to accomplish and provide the services as outlined in this RFP. Such services shall include conducting studies, investigations, and assessments, providing consultations, and managing local, state and/or federally funded projects including, but not limited to, the following:

1. RVA Clean Water Plan
The focus of the City’s RVA Clean Water Plan is on watersheds within the City and restoring and protecting waterways. The Contractor shall provide support to the City in the form of reviewing and
implementing strategies (e.g., gallons captured, impervious area reduced, nutrients and sediment reduced, etc.) as needed for carrying out the Plan and for improving and protecting water quality within the watersheds. Support shall also include developing and maintaining a tracking tool for departmental coordination activities.

2. **Regulatory Support**
   The Contractor shall provide support for implementing City VPDES permits (Wastewater, CSO and Stormwater permits) using a watershed-based approach. This may include VPDES permit development, review and negotiation, watershed-based permitting support, stormwater permitting, CSO permitting, integrated planning and permitting, and source water protection issues. Other support includes tracking the development of regulations and providing support for comments to such regulations and other pending legislation.

   i. **Chlorophyll A Study**
      DEQ is continuing to study chlorophyll-a and develop criteria for the James River. Contractor shall provide support to DPU in reviewing the DEQ study and water quality modeling efforts related to the James River Chlorophyll A Water Quality Standards Review. This support shall include review of the model development, data used in the model and assumptions included within the model.

   ii. **General TMDL Support**
      The Contractor shall track the progress of Chesapeake Bay TMDL updates and local TMDLs for the receiving streams in and around the City. Contractor shall review and prepare comments for submittal by the City for any draft TMDLs or updated TMDLs that may impact the City.

3. **Water Quality and Stream Modeling**
   A key step towards the development of the Plan was the development of a water quantity and quality framework. The purpose of the modeling framework is to quantify present day bacteria (*E.coli*) loads and concentrations in the James River and to predict future bacteria loads and concentrations under the Plan and related strategies. Contractor support shall include both model development as well as review of models for water quality management and regulatory purposes. The current receiving water quality model was developed based on the EFDC modeling framework (Environmental Fluid Dynamics Code). For modeling efforts to date, please refer to Appendix 1 of the Plan.

4. **Collection Systems (Combined, Separate and Storm)**
   Wet weather control, specifically control of the volume of water entering the City’s collection systems, is a key component of the Plan. The Contractor shall make recommendations and provide design services, as necessary, for addressing water volume in the systems. The Contractor will also provide support for updating and/or replacing the existing models used to manage the City’s combined and separate systems. If determined to be necessary by the City, the Contractor will develop new models based on recommendations previously submitted. For modeling efforts to date, please refer to Appendix 1 of the Plan.

5. **Data Compilation**
   The Contractor shall provide support to City in compiling and reviewing existing water quality and quantity data made available by the City and/or regulatory agencies. Data compilation will focus on, but may not be limited to, the following items:

   i. Existing geographic information system (GIS) data (land use, topographic data, impervious area, pervious area, parcels, roads, incorporated limits, major and sub-basin boundaries, soils, wetlands, water bodies);
   ii. Existing studies and plans;
   iii. Inventory of known water quality issues and streams with a TMDL impairment;
iv. Existing stormwater infrastructure inventory data (i.e., ponds, culverts, inlets, manholes, outfalls, etc.);
v. Existing Best Management Practices (BMPs) facilities owned by the City;
vi. Existing water quality monitoring data;
vii. Current Municipal Separate Storm Sewer System (MS4), Virginia Pollutant Discharge Elimination System (VPDES) permit, and recent annual reports, WWTP VPDES Permit, and;
viii. Existing TMDL documents and other water quality documents on impaired waters.

The Contractor shall also provide support to identify data gaps where additional information may be needed, and include methods of obtaining such data during the planning process. This data may include watershed assessments, stream erosion observations, stream condition assessments and stream-side buffers.

6. Outreach and Communication
The Contractor shall provide support to the City for implementation of public outreach and communication requirements related to the MS4 and CSO discharge permits. This may include, but not be limited to, developing communication and outreach strategies, producing materials for presentations at public meetings, assisting with planning and conducting stakeholder meetings, and producing educational materials.

D. Assignment of Work
The City will assign work to the Contractor (and to other contractors if the City awards multiple contracts) based on the provisions of this section.

E. No Guaranteed Work
The City does not represent, warrant, covenant or guarantee that the Contractor will receive any Project Task Orders in a specific contract or renewal term. The City reserves the right, at its sole discretion, to issue separate Requests for Proposals for similar work and other projects as the need may occur.

F. Project Task Order

1. Definition
A Project Task Order is a document issued through the City’s Department of Procurement Services in the form of the Purchase Order. The term “Project” is defined to mean all of the studies, environmental, location, design phase and construction phase engineering services needed to bring a work product from concept to completion. The work to be performed under a Project Task Order may include one or more phases of a project. If more than one Project Task Order is utilized for a single project, the sum of all Project Task Orders utilized in a single 12 month contract term shall not exceed the limitations contained in Part III (Terms and Conditions) paragraph 3.1 of this RFP.

2. Issuance and Contents
The City may issue one or more Project Task Orders to the Contractor during the contract term or any renewal term. The Project Task Order issued to the Contractor shall reference a scope of work which shall include a definition of the product required and a fee proposal.

3. Failure to Agree on Scope or Price
If the Contractor and the City cannot agree on the scope of work or a fee for a Project Task Order, the City may terminate negotiations with the Contractor on that Project Task Order and pursue obtaining the required services from another contractor.

4. Work prior to Purchase Order at Contractor’s Risk
Commencement of work prior to issuance of a Purchase Order shall be at the Contractor’s risk.

5. Fee Arrangements for Project Task Orders
6. **Negotiation**
   The fee for the services provided pursuant to each Project Task Order shall be negotiated individually on a not-to-exceed fee basis considering the scope of services required, the estimated man-hours required for each skill level/discipline and the labor rates agreed upon and listed in the Contract. If an estimate of the time required to perform the work cannot be reasonably estimated, the City may direct the Contractor to proceed with the work on an hourly basis with a maximum or not-to-exceed amount based on an estimate. The compensation or fee shall be determined by the Contractor’s certified payroll record of man-hours expended by classification/skill level/discipline and the hourly loaded labor rates for each as listed in the Contract.

7. **Lump Sum Pricing**
   If a Project Task Order is to be performed on a lump sum basis, the City shall determine a lump sum based on the scope of services required, the estimated man-hours required for each classification/discipline/skill level, and the loaded labor rates agreed upon in the Contract.

8. **Documentation of Rates**
   The Contract prepared by the City will document the negotiated acceptable labor rates for the various personnel classifications/disciplines/skill levels. These rates will be used by the Department in arriving at Project Task Order fees and any hourly rate work that is authorized by the Department for Project Task Orders issued under the Term Contract resulting from this solicitation. If required, additional rate classifications may be negotiated between the Contractor and the City after award of the contract.

9. **Limits on Issuance of Project Task Orders**
   When the total value of all Project Task Orders and modifications to such Project Task Orders issued to the Contractor during the contract term (or renewal term, as applicable) reaches the contract limit for projects performed in one contract term reaches the amount specified in Section 3.1 (“Basis”) of Part III (“Terms and Conditions”), no further Project Task Orders may be issued during that contract term (or renewal term, as applicable).

10. **Distribution of Projects to Multiple Contractors**
    A. The City will strive to distribute project assignments to all firms awarded contracts. The City will assign individual projects or tasks to the firm that it believes is best suited to a specific project task based on the following factors:

    1. Qualifications, knowledge and experience of the Contractor’s staff and affiliated sub-consultants as related to the particular project.
    2. Performance on past or current projects as documented pursuant to Section 2.1.3 (“Performance Evaluation”) of Part I (“Statement of Needs”).
    3. Resources available compared to existing assigned workload.
    4. Cost effectiveness and reasonableness based on approved rate schedules and proposed labor loading and sub-consultant use.
    5. Responsiveness in responding to task order proposal requests.

    B. The City may, but is not obligated to, request competing project task order proposals from more than one contract Engineer firm when deemed appropriate and advantageous to the City. In cases where competing proposals are requested, the factors listed above will be used in the selection of the firm best qualified and suited to the assignment.

3.0 **Proposal Contents**
   The proposal must be typed and bound, and should be presented in tabs as described in the paragraphs that follow. Pages in the proposal must be consecutively numbered. The proposal shall be limited to no more than thirty (30) pages excluding the cover, cover letter, tabs and required MBE forms. 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. Failure to do so will result in a lowered evaluation. 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. The proposal must include all the information defined below and be organized as follows:

A. **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.

B. **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.

C. **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 (3) pages.

D. **TAB 4 – KEY PERSONNEL.**
   This tab should include the résumés or curriculum vitae 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:

   1. Name and title.
   2. Office location and City of residence.
   3. Organizational Chart.
   4. Project responsibilities and roles.
   5. Educational background.
   6. Professional registrations and memberships (if applicable).
   7. Years of relevant experience.
   8. Percent of time this person will be available to support this contract.

   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.

E. **TAB 5 – OFFEROR HISTORY.**
   This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing services and the depth of resources to provide the services solicited by this Request for Proposals. Explain the size of your firm, including years in business, office locations and legal structure.

F. **TAB 6 – QUALIFICATION, EXPERIENCE AND REFERENCES.**
   This tab should include the qualified firms’ expertise in the development and implementation (including adaptive management) of similar compliance strategy plans, including Stormwater management, TMDL compliance, CSO programs, community outreach, finance/funding, and assistance with legal and regulatory compliance issues. It is anticipated that there will award of two or
more contracts for these services. Provide information pertaining to the proposed services, including the following:

1. A list of projects of a similar nature that your firm has completed or is currently working, with references to include:
   a) Description of the Scope and Nature of the Project.
   b) Contact persons and telephone numbers.
   c) Project design and construction time tables with details provided regarding the ability to meet design and construction schedules.
   d) Project design and construction budgets with details provided regarding the ability to work within budget constraints.
   e) Number of Construction Change Orders and resultant time and cost impact.

2. Provide a list and description of any litigation to which your organization is now a party or to which it has been a party during the most recent ten years, indicating the name and address of the adverse party’s counsel and his or her telephone number.

3. Present a plan of action, which you propose to implement to achieve the participation of Minority Business Enterprises. It is the policy of the City to encourage minority participation in all City contracts. To implement this policy that encourages minority participation through subcontracting, joint ventures, and other methods in contracting for services.

4. Provide at least three recent (within the last 5 years) detailed project examples of a similar nature that the firm has directly managed that demonstrates an understanding of the proposed services and proposed approach of implementation of the Plan. Include names, address and telephone number of references for the projects described.

G. **TAB 7 – PROJECT APPROACH.**
   This tab should describe in detail the Contractor’s proposal for providing the services solicited by this Request for Proposals. This section should outline significant joint venture or subcontractor partner firms that will be utilized to perform the range of services outlined in this RFP. This section should also discuss the degree of accessibility that the contractor will be able to provide to the city officials who will be administering the contract. Provide information that will indicate your firm’s ability to meet time schedules that are project specific, respond quickly to task assignments, be able to handle multiple tasks concurrently and be able to complete tasks on accelerated schedules.

H. **TAB 8 – SUBCONTRACTING.**
   This tab should identify any of the required services that you intend to subcontract, if any, providing the following information:
   1. Reasons for subcontracting.
   2. Proposed subcontractor responsibilities.
   3. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.

3.1 **Cost and Pricing**

1) **No Price Proposal**

2) **Negotiation of Pricing Arrangements**

   A. Offerors selected for final contract negotiation and award through the evaluation process will be requested to submit their billing rate proposal according to the guidelines set forth in this section. The Offeror shall not be required to nor should they submit billing rates, estimates of man-hours or other information pertaining to cost of services until requested by the City in the final contract negotiation stage.
B. For those Offerors selected for final contract negotiation, when requested submit your proposed hourly billing rates and other direct cost mark-up rate using the format to be provided by the City, personnel by name that are to be billed at each rate category, back-up documentation to substantiate the Offeror’s Burden Rate and mark-up rates for other subcontractors, services and reimbursable materials. Note: the billing rates worksheet must be submitted as one bound paper copy as well as providing an electronic copy (thumb drive/jump drive) in Microsoft Excel format.

C. **Billing Rate Guidelines**

1. **Hourly Rates.**
   The hourly rates proposed for the various classifications, categories, disciplines, and skill levels should be comparable to the average actual salary of qualified and competent persons in that skill level as marked up or adjusted for overheads and profit. Overhead markup consists of direct technical salary overhead (or “fringes”) such as payroll taxes and insurances, vacation, holidays, health insurance premiums, and other benefits and of general office overhead such as salaries for administrative, accounting, billing, procurement, human resources and other non-technical project support personnel, rent, business and liability insurances, telephone, equipment rental and depreciation, travel, promotion, etc. Hourly rates agreed to shall be the “Loaded Labor Rate” as defined in below:

   a. **Raw Hourly Payroll Rate**
      1) Raw Hourly Payroll Rate shall be subject to a periodic Certified Payroll, whose frequency will be governed by Initial Submission, Contract Renewal discussions, any periodic rate change request or in the event of any replacement or addition of the Offeror’s personnel covered by such contract. Payroll rate is defined as "direct salaries plus labor burden" and includes salaries or wages for hours worked; sick leave, vacation, holiday, and incentive pay; unemployment and other payroll taxes; and the contributions for social security, workmen's compensation insurance, retirement, medical insurance, and other group benefits.

      2) Offerors should generally use a Weighted Average based on the proportion of the employee’s time that is to be dedicated to projects under this contract in determining the Payroll Rate charged for a particular Labor Category. Alternatively a Linear Average Mid-Point may be used if the various employee wages within a Category are within a narrow range. The Offeror must clearly indicate which method employed and provide supporting documentation for the calculation for each Labor Category. Individual personnel shall not be billed at a higher rate category than that to which they were assigned in determining the category average Payroll Rate unless specifically authorized by the City in writing. New personnel not used in the average Payroll Rate calculations should be placed in an appropriate category based upon their actual salary and experience level subject to audit by the City.

      3) Any future proposed inflationary rate changes due to an increase in Payroll Costs shall be applied at the Payroll Rate, not the Loaded Labor Rate.

   b. **Labor Burden**
      Labor Burden rate is defined as mark-up applied to the raw hourly payroll rate and includes sick leave, vacation, and holiday pay; unemployment and other payroll taxes; and the contributions for social security, workmen's compensation insurance, retirement, medical/dental insurance, and other group benefits.

   c. **Overhead Burden**
      Overhead Burden should represent the Offeror’s Indirect Cost of doing business. These Allowable Costs shall be consistent with Federal procurement procedures and cover services such as Engineer support and Corporate G&A expenses to include administrative, accounting, billing, procurement and human resources, but exclude "non-Attributable"
costs, such as marketing, advertising, litigation or other legal or regulatory settlements, replacement personnel training and other such disallowed costs. The costs associated with employee bonuses attributable to corporate profitability shall not be included in the overhead burden accounting since this is to be factored with the profit mark-up factor. Burden Costs, including details and their origins, are subject to the City examination, which covers the initial submission and any subsequent Burden Rate changes. The burden/overhead component is composed of the following:

1) Provisions of office expenses, light, heat, telephone, depreciation, rental furniture, drafting equipment and engineering instruments, automobile expense, and office and drafting supplies not identifiable to a specific project.

2) Taxes and insurance other than those included as salary cost, but excluding state and federal income taxes.

3) Library and periodical expenses and other costs of keeping abreast of advances in engineering, such as attendance at technical and professional meetings and continuing education courses, seminars, and in-house training.

4) Executive, administrative, accounting, billing, procurement, human resources, legal, word processing, and clerical salaries and expenses (other than identifiable salaries included in salary costs and expenses), and other professional services.

5) Business development expenses, including salaries of principals and other employees so engaged.

6) Provision for loss of productive time of technical employees.

7) Costs of acquiring, maintaining, and repairing computers and information systems, development of software, and staff training not associated with specific projects.

d. **Profit**

   Profit is to be applied at the Burdened Rate (Payroll Rate x Overhead Burden) and expressed as a percentage of the Burdened Rate. Any variable employee bonuses based on the profitability of the company should be accounted for in this mark-up category and should not be included in the general overhead burden mark-up base.

e. **Loaded Labor Rate**

   1) Loaded Labor Rate is the product of (Raw Payroll Rate x (Labor Burden + Overhead Burden)) x (one + Profit Percentage).

   2) Loaded Labor Rates shall be calculated on a basis that covers at a minimum the initial 12 month contract period. Offerors should allow for at least six months between receipt of proposals and execution of a contract. Any increases in the Loaded Labor Rate will be considered by the City in conjunction with the request, but are not to be assumed by either the Offeror or the City to be automatic increases.

   3) The Offeror may include a schedule outlining planned Rate increases to simplify planning and scheduling; however, the City will exclude these schedules as an element of the contract.

   4) A higher rate for overtime or holiday work will not normally be paid under a contract resulting from this RFP, however any overtime incurred by the Offeror and specifically authorized by the City shall be calculated at the Loaded Labor Rate plus the Payroll Rate Increment for those hours. Example: Payroll Rate Construction Inspector $32/hr, Burden Rate 2.20 and Profit 10%. Loaded Labor Rate = $77.44/hr.
Overtime Rate = $77.44 + (32*.5)*1.08 = $94.72. The “1.08” includes FICA. This shall apply only for those contracts/tasks where such overtime provision exists.

5) These Rate provisions shall apply to all Subcontractors paid by the City under the Loaded Labor Rate method.

2. When requested at the commencement of negotiations, the Offeror shall submit documentation to fully support the proposed hourly rates with the mark-up factors proposed for use in the fee negotiations and fee determination. Such documentation at a minimum should include the following:

i. Complete the attached Billing Rate Proposal Form and/or provide similarly formatted information.

ii. A listing of personnel assigned to each billing rate category, their main work office location and percentage of time expected to be billed to this contract, and their individual raw (unloaded) base salary rates to show the calculation of the weighted average raw payroll rate as described in Section 3.9.2.C of the RFP.

iii. A certified payroll report reflecting all personnel listed in Item No. 2 above.

iv. A detailed breakdown and supporting documentation to show the derivation of the labor burden mark-up to include percentages of payroll taxes, workmen’s compensation, health and life insurance, retirement benefits and any other group benefits.

v. A detailed breakdown and supporting documentation of overhead burden expenses to include as outlined in Section 3.9.2.C.1.c of the RFP. If available, this documentation should include or be very similar to that required for Federal contracts under Part 31 of FAR.

vi. The proposed billing rates for key sub-consultants that were noted in the proposal as providing significant portions of the scope of services. Upon review of the proposed sub-consultant rates additional supporting documentation such as above Items 2 – 5 may be requested from the sub-consultant if needed.

3. The average hourly loaded labor rates by classification, including markups, which are negotiated and accepted in fee negotiations, shall be recorded and listed in the fee schedule attached to the Contract.

Offerors’ accounting methods and procedures for determining overhead and “marked-up” hourly rates often vary. For instance, policies on vacation, sick leave, holidays and employer contributions to insurances vary from Offeror to Offeror. Methods for tracking man-hours and expenses vary depending on whether the Offeror is determining its overhead rates or the profitability of each project. The procedures presented herein use the “tax return” approach where general materials, supplies, depreciation of computers and software, insurances, and such, are treated as general office overhead expenses.

The negotiated rates should be comparable to those of similarly experienced and qualified personnel in those classifications in Richmond, Virginia (or the Commonwealth of Virginia, if no comparison to Richmond, Virginia is available) for firms providing similar services.

a. **Technical Personnel Classifications.**

The following personnel classifications, categories, disciplines and skill levels descriptions are examples of those directly involved with the coordination, planning, quality control and delivery of the Contractor’s services required for the project:
1) **Program Coordinator.**
   The person having overall responsibility for the project management must be a Professional Engineer, registered and licensed by the Virginia Department of Professional and Occupational Regulation in accordance with requirements of the Code of Virginia. The Program Coordinator will have overall responsibility for the planning, design, coordination of all disciplines, quality assurance, and delivery of the Contractor’s services to the City.

   **Note:** A Principal of the Contractor may perform this function, especially in a small firm. In larger firms a Principal, Associate or similarly “titled” person of the Contractor may be assigned this responsibility. Regardless of the title, the function is the same and the marked-up rate should be comparable to Project Managers of other firms in the city of Richmond or economically comparable regions of the Commonwealth of Virginia.

2) **Cost Estimator.**
   Skills required include a knowledge of building systems and components, the ability to read plans and specifications, the ability to make quantity takeoffs and apply pricing, the ability to obtain pricing information from reliable sources and adjust and apply such information to specific project conditions and the ability to present a cost estimate with the proper back up documentation.

3) **Project Manager and Engineers or Architects by grade.**
   Architects and Engineers who by education, practical experience or a combination of education and experience have the knowledge and skills to perform analyses, calculations, and detailing for portions of a project in a particular discipline. This level person usually has either a degree and is gaining experience to become certified, licensed or registered or has many years of experience in layouts, detailing or calculations and works under the supervision of a licensed professional.

4) **Senior Inspector.**
   A highly experienced individual with extensive knowledge of one or more facets of construction applicable to the specific project.

5) **Specialty Inspector.**
   A highly experienced individual with extensive knowledge of one specific facet of construction applicable to the specific project such as instrumentation and controls or tunneling.

6) **Junior Inspector.**
   A journeyman level individual with some experience in one or more facets of construction applicable to the specific project, who will generally be working under the supervision of either a senior inspector or a project Engineer.

7) **Specification / Report Writer.**
   A professional level architect or engineer skilled in writing technical specifications for building and site related systems, equipment and components. The Writer is also be skilled in preparing contract documents and understanding the basic legal requirements and applications thereof.

8) **Expediter/Clerical.**
   Skills required include knowledge of the terms and procedures of the design and construction process and a proficiency in the use of word processing and spreadsheet applications used in the production of specifications, reports, and associated typing and clerical functions.
9) **Frequently Used Sub-consultants.**
Sub-consultants engaged by the Contractor to augment the Contractor’s staff on a routine basis to provide the Contractor’s services are considered by the City to be part of the Contractor’s staffing for the Contract. Loaded labor rates for routinely used sub-consultants should be included as part of the negotiated fee schedule attached as part of the Contract.

4. **Special Consultants.**
The City may require the use of a special consultant with a particular expertise related to some feature of the project. The Contractor shall engage such a required consultant, subject to the City’s approval, and incorporate such work in the services for the project. The compensation for such special consultant shall be negotiated and set out in the Project Task Order and included in the total fee for that Project Task Order.

5. The Contractor and the City will normally determine the additional services (i.e. services in addition to the “Basic Services” identified in the Request for Proposals) required of the Contractor and the compensation for such shall be negotiated and set out in the Project Task Order. Once the Contract is signed, any additional routinely used Personnel Classifications required, other than special consultants as outline above, shall be authorized in writing by the City. Any payroll or other records documenting Task Order or Change Order authorizing work performed which was not specifically authorized as a fixed sum amount shall be retained and subject to audit by City for a period of three years following conclusion of the Contract.

6. **Reimbursable Expenses:**

a. The cost of home office, branch office, field office or other office space and all associated utilities, telegrams, FAX transmissions, local telephone service, long distance, and wireless phone calls, postage, general office supplies (paper, pens, binders, folders, printer/copier consumables, etc.) and all other similar expenses incurred by the Contractor in the performance of the Contract are considered by the City to be part of the Contractor’s overhead expenses and are not separately reimbursable.

b. The cost of reproduction of plans and specifications or requested reports will be reimbursed if approved in the project task order.

c. The City shall reimburse the Contractor for the actual costs of overnight or second day shipping of submittals and shop drawings when such method of shipping is directed by the City.

d. Travel and living expenses associated with the performance of the project scope of work that cannot be adequately sourced with personnel residing within commuting distance (within 100 miles of the State Capitol Building) or for special consultants may be compensable, if authorized by the City. Travel and living expense compensation may be negotiated on a case by case basis and included in the “Other Direct Charges” fees in the Project Task Order as a lump sum amount for travel and subsistence for each particular facet of the work where travel compensation is proposed by the Contract, and deemed necessary and approved by the City. The travel and per diem rates for lodging and subsistence shall not exceed the maximum amounts allowable for such expenses in the City’s Travel Policy which generally conforms with the IRS High/Low Substantiation Method. Payment for authorized travel and living expenses for project personnel may either be at a flat monthly rate or based on actual lodging, mileage, per diem rates, or other documented expenses as agreed upon between the Contractor and the City. Records supporting such requests for reimbursement shall be subject to audit by the City. No separate reimbursement will be made for local travel or other incidental expenses of personnel residing within commuting distance (within 100 miles of the State Capitol Building) for the normal prosecution of contract work such as travel to and from meetings or local job sites. Where a project assignment is reasonably expected to exceed 12
months duration, Contractor’s personnel would normally be expected to relocate to the Richmond area and associated relocation costs shall be included as part of the Contractor’s overhead costs. In these cases separate reimbursement for travel and living expenses will not normally be approved.

e. The Contractor may be reimbursed for travel and living expenses of technical personnel while traveling in the discharge of duties in connection with extra services (i.e. witnessing factory performance test on equipment, presentation of a project outside the city and metropolitan area limits) when authorized by the City. The travel rates and per diem rates for lodging and subsistence shall not exceed the maximum amounts allowable for such expenses in the City’s Travel Policy. Records supporting such requests for reimbursement shall be subject to audit by the City and City Auditor.

f. Each item or account planned for reimbursement shall have a “budget” amount established and included in the Project Task Order with the condition that payment for these items will be subject to proper authorization and documentation. The “budget” amount can be adjusted upward or downward by the City, as appropriate, based on the actual amounts approved for reimbursement.

7. No overtime requiring higher rates than the regular rates shall be considered for payment for basic or additional services. Consideration of the time approved for personnel when traveling in connection with a project (when such travel is required by the Contract and authorized in writing by the City) shall be construed to be time engaged on the project up to the completion of an eight hour workday.

8. The billing rate and terms agreed upon shall be recorded in a written Fee Schedule and attached as a part of the Contract.

4.0 Records Management

A. Active and inactive records pursuant to a Request for Proposal or resulting from an awarded contract shall be filed and indexed as requested by the City and in accordance with the Division of Technical Services Records Management Program polices and guidelines.

B. Regarding all records pertaining to the Offeror’s proposal pursuant to this Request for Proposal, the Offeror shall retain such records while work is being performed and for a period up to but not to exceed three years from the completion of the contract, unless a lesser retention time is requested by the City. Such records shall include, but not limited to, all paid vouchers including for all expenses; other reimbursements supported by invoices, including Offeror copies of periodic estimates for any payment legers; cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available at all times to the City on demand and without advanced notice during the Offeror’s normal working hours.

C. As a result of a contract award, the original records and copies created, produced or provided for the City, including those records that are in the possession of the Offeror/consultant, shall be considered property of and owned by the City and the Offeror/consultant shall retain such records while work is being performed and for a period up to but not to exceed three years from the completion of the contract, unless a lesser retention time is requested by the City.

D. City personnel may perform in-progress and post-audits of Offeror’s records as a result of pursuing a Request for Proposal, other procurement documents, or as a result of a contract award. Records and files shall be made available on demand and without notice during normal working hours.

E. Following the required retention period or earlier if so requested by the City, the consultant shall transfer all original active and inactive records and record copies to the City’s record owner or
divisional Section Manager through coordination by the Offeror/consultant with the Sections’ Records Management Liaison. Prior to such transfer, the records and copies shall be prepared, purged of duplicate and non-records, sorted, indexed, assigned disposition and retention schedule, and boxed by the Offeror as directed by the divisional Section Manager or the Sections’ Records Management Liaison and shall be in accordance with the Division of Technical Services’ Records Management Program polices and guidelines.

F. Any retention of record copies by a consultant shall require the written authorization of the Deputy Director of Technical Services, where such copies shall require monitoring and tracking by the respective Records Management Liaison for the appropriate and required record disposition as required or permitted by the Records Management Program polices. Such copies may be requested and required to be destroyed at the discretion of the City.

5.0 **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>Available Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Experience of Firm &amp; Record of Performance on Similar Projects</td>
<td>20 Pts.</td>
</tr>
<tr>
<td>B. Experience &amp; Qualification of Proposed Technical Staff &amp; Record of Timely Completion</td>
<td>15 Pts.</td>
</tr>
<tr>
<td>C. Project Approach, Quality Control &amp; Information Management</td>
<td>15 Pts.</td>
</tr>
<tr>
<td>D. Response Time/Knowledge of Local Conditions</td>
<td>15 Pts.</td>
</tr>
<tr>
<td>E. Accessibility</td>
<td>5 Pts.</td>
</tr>
<tr>
<td>F. MBE / ESB Commitment</td>
<td>30 Pts.</td>
</tr>
</tbody>
</table>

MBD does not recommend a goal for this project.

Total Available Evaluation Points | 100 Pts.

**END OF STATEMENT OF NEEDS**
PART II
INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

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

1.2 Explanations to Offerors.

1.2.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing no later than twelve (12) business days prior to the closing date to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

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

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

1.3 No Contact Policy. Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2 (“Explanations 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 (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

1. Serving as a director or deputy director of the agency which has initiated the procurement;
2. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
3. Serving as the procurement manager for the agency which has initiated the procurement;
4. Serving as the procurement officer in charge of the procurement;
5. Assisting in the development of specifications for invitations for bids or requests for proposals;
6. Attending an evaluation committee meeting that is closed to the public;
7. Voting on or scoring a bid or proposal; or
8. Any other participation in the procurement process which could lead to unfair advantage.

1.5.3 Disqualification and Waiver. Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person’s participation in preparing that solicitation.

1.5.4 No Contact Policy Applicable. If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person’s firm shall be disqualified from responding to the solicitation for violating the City’s no contact policy because the person discussed the solicitation with a City representative other than the Contracting Officer responsible for the procurement.

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

2.0 Preparation of Proposals.

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

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

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

2.4 **MBE/ESB Participation.** When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.

2.4.1 **Policy.** It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.

2.4.2 **Certification.**

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

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

2.4.3 **Evaluation.**

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

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

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

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

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

2.7.2 Inspection by Offerors. Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

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

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

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

2.10 Exceptions.

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

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

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

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

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

3.0 Warranties and Representations of Offeror.

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

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

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

3.4 No Debts to City. By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.
3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

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

3.7 **State Corporation Commission Registration.**

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

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

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

4.0 **Submission of Proposals.**

4.1 **Copies.** Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the offeror’s contractually binding authority. In addition to the original, the Offeror shall submit (i) five complete, bound paper copies of its proposal and (ii) one electronic copy in a portable document format (thumb drive/jump drive) readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.

City of Richmond

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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 Sheet to the Contracting Officer identified on the Cover Sheet.

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

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

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

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

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

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

5.0 **Evaluation and Selection Process.**

5.1 **Opening.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. Only technical proposals will be opened at this time. Cost proposals will be secured and kept sealed until evaluation of all technical proposals is completed. The technical proposals will then be forwarded to the evaluation panel to initiate the review and selection process. Proposals received after the date and time specified in section 4.5 ("Closing Date") are late and will be returned unopened at the offeror’s expense.

5.2 **Evaluation.** During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Once the evaluation panel has completed this initial scoring, the evaluation panel may engage in discussions with offerors to clarify material in offerors’ proposals. Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. In its conversations with offerors, the evaluation panel shall exercise care to discuss the same City information with all offerors. In addition, the evaluation panel shall not disclose any trade secret or proprietary information for which the offeror has invoked protection pursuant to City Code § 21-5(f) as
provided in section 2.7.3 (“Proprietary Information”). Based upon its review of each offeror’s technical proposal, the evaluation panel shall determine whether any changes to the offeror’s technical proposal should be made to clarify the proposal. If such changes are required, the Contracting Officer shall require each such offeror to provide the necessary revisions to its technical proposal within an appropriate period of time determined by the Director of Procurement Services. Based on any revisions to the technical proposals, the evaluation panel shall evaluate and score the technical proposals. After completing its scoring of the technical proposals, the evaluation panel will evaluate and score the offerors’ cost proposals. The scoring of the technical proposals and cost proposals will be added together and used to rank the offerors.

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

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

5.5 **Negotiation with Offerors.** After ranking the proposals, the evaluation panel shall conduct negotiations with two or more offerors submitting the highest ranked proposals. Should the Director of Procurement Services determine in writing that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. After negotiations have been conducted with each offeror selected for negotiations pursuant to the procedures set forth in this section 5.0 (“Evaluation and Selection Process”), the evaluation panel shall make its recommendation on the selection of the Contractor to the Director of Procurement Services based on its evaluation and negotiations.

6.0 **Award and Execution of Contract.**

6.1 **Award.** The Director of Procurement Services shall select the offeror which the Director of Procurement Services determines is fully qualified and has submitted the proposal providing the best value in response to the Request for Proposals.

6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.

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

6.4 **Notice of Award.** A contract is awarded only when the Director of Procurement Services signs the contract. The Contracting Officer will provide notice of the City’s decision to award a contract prior to award of that contract and, once awarded, a notice of award of the contract by posting such notice of intent to award and notice of award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon. Upon request, the Contracting Officer shall make available to the unsuccessful offerors documentation of the process used for the final selection.

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

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

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

**END OF INSTRUCTIONS TO OFFERORS**
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 four (4) 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 with out 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.**

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

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

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

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

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

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

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

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

accountspayable@richmondgov.com

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.

3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority SubContractor or vendor, it shall indicate the percentage of the invoiced amount that such minority SubContractor or vendor performed on the MBE-3 form available on the
City’s website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City’s Office of Minority Business Development at (804) 646-6417 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.

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

4.0 Indemnification and Insurance.

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

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

4.2.1 Costs and Premiums. The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the City shall be responsible therefor.

4.2.2 Policy Requirements. All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

(i) Subrogation against the City shall be waived.

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

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

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

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

4.2.4 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**
CITY OF RICHMOND
GOODS AND SERVICES CONTRACT

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

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

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

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

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

3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:

   A. This Goods and Services Contract between the City and the Contractor.
   B. The General Terms and Conditions attached to the Request for Proposals.
   C. The Statement of Needs attached to the Request for Proposals.
   D. The Contractor’s proposal dated <DATE>.
   E. The Instructions to Offerors attached to the Request for Proposals.

   All of these documents are incorporated herein by reference.

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

For the CONTRACTOR:

By: ____________________________ Date: __________________
   (signature in ink) ____________________________
   ____________________________ ____________________________
   (typed name) ____________________________
   (typed title)

For the CITY:

By: ____________________________ Date: __________________
   Mimi Terry ____________________________
   Interim Director of Procurement Services ____________________________

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

Minority Business Development
900 East Broad Street
City Hall, 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.

**COMPANY DATA**

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

**CONTACT NAME:**

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

**BUSINESS LICENSE No.**

<table>
<thead>
<tr>
<th>BUSINESS LICENSING JURISDICTION</th>
<th>FED ID NO/SSN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></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)

**SUBCONTRACTOR NAME**

<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, Anywhere, USA</td>
<td>54-XXXXXX</td>
<td>Other Excavation</td>
<td>10%</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Minority / Emerging Small Business Commitments**

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

**MBE/ESB PROJECT GOAL ESTABLISHED BY 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:**

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

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.

### Vendor Information

<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>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Date Paid</td>
<td>Subcontract amt.</td>
<td>Date Paid</td>
<td>Subcontract amt.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3/01/2008</td>
<td>$30,000</td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Form Instructions

- **MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015**
- 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.
Minority Business Enterprise/Emerging Small Business

Monthly Compliance Monitoring Report

Instructions/Definitions

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

2. **MBE Paid This Month/Date Paid** - provide amount paid to MBE subcontractor/supplier during current pay application. (Definition of Minority Business Enterprise (MBE) - a business that is at least 51% owned and controlled by minority group members. In case of a publicly owned business, at least 51% of the stock is minority owned and minority group members control the business. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.

   **MBE Paid to Date** – provide total amount paid to MBE subcontractor/supplier up to this pay application.

   **Dollar Value of Subcontract** – provide total subcontract dollar amount of original contract agreement. In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

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

   **ESB Paid to Date** – provide total amount paid to ESB subcontractor/supplier up to this pay application.

   **Dollar Value of Subcontract** – provide total subcontract dollar amount of original contract agreement.

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

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

6. **Scope of Work** – describe work or service performed.

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>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>Telephone # &amp; Date of Contact</td>
<td>Fax # &amp; Date of Contact</td>
<td>Email Address &amp; Date of Contact</td>
<td>Name of Newspaper or Other Publication Date(s) of Advertisement</td>
<td>Separate Written Statement with any supporting documentation for each contract</td>
<td>MBE/ESB Response Yes, No, No Response or Comment</td>
<td>1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)</td>
</tr>
<tr>
<td>Joe Johns</td>
<td>(804) 555-5555 01/28/09</td>
<td>(804) 555-5555 01/28/09</td>
<td><a href="mailto:ABC@gmail.com">ABC@gmail.com</a></td>
<td>Times Dispatch</td>
<td>See Attachment</td>
<td>Yes</td>
<td>1</td>
</tr>
</tbody>
</table>
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>Fax#</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>
</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:  DATE: