

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
Date: March 22, 2017**



Request for Proposal # 170019180

Third Party Administration of Workers Compensation and Liability Claims

Due Date: Tuesday, April 18, 2017
Time: 3:30 PM EST.

Receipt Location: City Hall, 900 East Broad Street, 11th floor, Room 1104

Request for Proposal Prepared by:

Name: Tillie W. Jackson, VCO, P&C

Title: Contracting Officer

Telephone (804) 646-6008/ Fax (804) 646-5989

Email: Tillie.jackson@richmondgov.com

Department of Procurement Services

www.RichmondGov.com/business/bids_proposals

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. **RFP #W170019180 for Third Party Administration of Workers Compensation and Liability Claims.**

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 ten business days prior to the solicitation closing date.**

RFP No.: W170019180 Service: Third Party Administration of Workers Compensation and Liability Claims.

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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Part I
STATEMENT OF NEEDS

1.0 **Introduction.**

1.1 **Purpose.** The purpose of this Request for Proposals is to solicit proposals to establish a contract through competitive negotiation for the purchase of third party administration services for Workers' Compensation, General Liability and Automobile Liability claims, and loss control services.

1.2 **Background.** The city of Richmond is the capital of the Commonwealth of Virginia, located in central Virginia with an estimated population of over 215,000 persons. The geographic area of the city of Richmond is 60 square miles. The City is a Mayor/Council entity that employs nearly 4500 persons, and hosts or provides a full range of municipal services, including public safety, public works, criminal justice, recreation and entertainment, and human and social services and education. The City is seeking a third party administrator to process approximately 1100 claims a year on its behalf that may arise from the operations described above. A summary of claims history by line of business for the past five years is included as Appendix A to this Request for Proposals.

1.3 **Pre-Proposal Meeting.** There will not be a pre-proposal meeting for this project.

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, a sample of which is attached to this Request for Proposals, 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. **Offeror.** "Offeror" means any person or legal entity that may choose to submit a proposal in response to this solicitation.
- E. **PERI.** "PERI" means the Public Entity Risk Institute.
- F. **WCRI.** "WCRI" means the Workers' Compensation Research Institute.

2.0 **Requirements and Deliverables.**

2.1 **Generally.**

The Contractor shall provide third party administration of Workers' Compensation, General Liability and Automobile Liability claims, for the City as specified herein. The Contractor shall determine compensability and process timely payments to all appropriate providers of medical services, ancillary services and claimants for whom compensability or liability has been accepted on behalf of the City or determined by the Virginia Workers' Compensation Commission.

2.2 **Claim Handling Services.**

2.2.1 **Workers' Compensation Claims.**

A. Prior to individual claim activity, the Contractor's adjuster (either an employee of the Contractor or a subcontractor of the Contractor) will review all procedural guidelines for claim handling set forth in writing and approved by the City, including the claims handling instructions required by section 2.7 ("Claims Handling Instructions").

B. The Contractor shall make telephone contact with the City's Chief of Risk Management and the claimant within 24 hours of the Contractor's receipt of the following types of claims:

- i. Lost time injury claims,
- ii. Back claims,
- iii. Knee injury,
- iv. Shoulder injury,
- v. All occupational disease claims,
- vi. All cumulative trauma claims,
- vii. Or as requested by City.

C. If the Contractor, upon review of the disability note from the treating physician, determines that the claimant's disability will exceed the waiting period defined in the Workers' Compensation Act for eligibility for indemnity benefits, the Contractor shall make contact with the treating physician within 24 hours of the Contractor's receipt of the disability note to determine the diagnosis, prognosis, instructions, and modified duty opportunities.

D. The Contractor shall follow-up with the treating physician and rehabilitation nurse with a telephone conversation every 30 days (or earlier) after the 24-hour contact required by section 2.2.1(C) above, if indicated to verify the claimant's status on the injury, physical therapy and ability to work in a light or full duty capacity. The Contractor shall request documentation of ongoing disability through reports at least monthly from the treating physician.

E. The Contractor shall take recorded statements or written statements, or both, from the claimant and any witnesses within 48 hours of the Contractor's receipt of the claim or notification of existence of a witness for:

- i. Questionable cases,
- ii. Occupational disease,
- iii. Cumulative trauma,
- iv. Back injury,
- v. Head injury,
- vi. Knee injury,
- vii. Shoulder injury,
- viii. Catastrophic injury,
- ix. Subrogation injury,
- x. Others as directed by the City.

The Contractor shall notify the person providing the statement that the phone conversation is being recorded to create a recorded statement.

F. The investigation shall be completed by the Contractor within seven days from the date of the Contractor's receipt of a claim. The Contractor's adjuster shall make a final determination of compensability or a request to extend the compensability decision to allow for more investigation within 21 days of receipt of the claim by the Contractor, or earlier pursuant to state law.

G. A preliminary plan of action must be clearly identified and documented by the Contractor in the file within 21 days from receipt of the claim by the Contractor and the Contractor shall update the plan every 30 days thereafter.

H. The Contractor shall provide status reports to the City's Chief of Risk Management every 30 days for all claims. The status reports must include:

- i. Claimant's name,
- ii. Accident location,
- iii. Date of loss,
- iv. The Contractor's assigned adjuster's name and phone number,
- v. The claimant's supervisor's name and phone number,
- vi. Details of the claim,
- vii. Results of investigation,
- viii. Nature of injury,
- ix. Exposure,
- x. Recommendations for future handling,
- xi. Subrogation,
- xii. Second injury fund,
- xiii. Reserves, and
- xiv. Paid amount listed by category.

- I. The Contractor shall establish a reserve within 21 days of the Contractor's receipt of the first report, and the Contractor shall reevaluate the reserve every 90 days thereafter. The Contractor shall provide reserve advisors to the City's Chief of Risk Management by email on all cases over \$10,000, with copies and outline for status reports to be used.
- J. The Contractor shall report all claims electronically to the Central Index Bureau within 30 calendar days after receipt of the first report by the Contractor. The Contractor shall check with the Central Index Bureau for claims by the claimant with other insurers every nine to twelve months thereafter until the case is closed by the Contractor.
- K. The Contractor shall consider rehabilitation services on all cases where disability exceeds three weeks or where the length of disability is undetermined. Prior to assignment of rehabilitation services, the Contractor shall contact the claimant's employing department to discuss the possibility of limited duty.
- L. The Contractor shall review medical provider bills to determine compliance with fee schedules, to evaluate whether reasonable and customary fees were charged for the injury and provision of services, and to confirm that preferred provider network discounts were applied. When the Worker's Compensation fee schedule for medical bills for Worker's Compensation care becomes effective (tentatively scheduled for

January 1, 2018), the Contractor shall adjust medical costs to comply with the applicable fee schedule. The Contractor shall perform hospital bill audits on all inpatient care expenses when a claimant's inpatient care expenses exceed \$5,000.

M. Within 10 days of receipt by the Contractor of a lawsuit or hearing notice, the Contractor shall develop a preliminary litigation plan including a cost forecast and provide the plan to both the City's Chief of Risk Management and the lawyer in the City Attorney's Office assigned to handle worker's compensation matters. The Contractor shall review this litigation plan every 90 days and shall send a copy to both the City's Chief of Risk Management and the lawyer in the City Attorney's office assigned to handle worker's compensation matters.

N. The Contractor shall obtain from the City all necessary settlement approvals in accordance with the City's settlement authority policy requirements prior to entering into negotiations on cases in excess of \$10,000. The City will provide a copy of the City's settlement authority policy to the Contractor after the Commencement Date of the Contract. The settlement authority policy defines who in the City administration may authorize settlements based on the value to be paid. The Contractor shall provide the following information to the City's Chief of Risk Management when the Contractor requests settlement approval:

- i. Claimant's name,
- ii. Accident location,
- iii. Date of loss,
- iv. The Contractor's assigned adjuster's name and phone number,
- v. The claimant's supervisor's name and phone number,
- vi. Details of the claim,
- vii. Results of investigation,
- viii. Nature of injury,
- ix. Exposure,
- x. Recommendations for future handling,
- xi. Subrogation,
- xii. Second injury fund,

- xiii. Reserves, including amount paid by category,
- xiv. Recommendations, and
- xv. Basis for settlement.

- O. Upon request, the Contractor shall provide a status report or update to the City's Chief of Risk Management so the City's Chief of Risk Management can update the City employee with knowledge of the event (e.g., the supervisor, the safety officer).
- P. If a claim is denied by the Contractor, the claim must remain in the Contractor's electronic claims information system indefinitely and be held to see if litigation is pursued by the claimant. If a claim is litigated, the Contractor shall follow the guidelines noted in section 2.2.1(M) above in regard to establishing a litigation plan to be monitored by the Chief of Risk Management and the City Attorney's Office.
- Q. Where a medical evaluation is questioned by the Contractor, after discussion with the City's Chief of Risk Management, the Contractor shall schedule an independent medical examination with a qualified physician board certified in the specialty associated with the body part injured and provide job descriptions and physical requirement information that could affect the physician's objective medical evaluation.
- R. Where the length of disability is questioned by the Contractor or the City, the Contractor shall conduct an outside activity check, including surveillance, in order to determine the physical activities of the claimant and evaluate alleged disability. No surveillance shall be completed by the Contractor until that surveillance is approved in writing by the City's Chief of Risk Management.

2.2.2 Auto and General Liability.

A. Processing.

1. Within three business days of receipt of the first report by the Contractor, the Contractor shall create electronic files, establish reserves, and assign the proper department budget code number. The Contractor shall enter all necessary data into the Contractor's electronic claims information system required by section 2.6 ("Electronic Claims Information System") herein.
2. A diary system must be established by the Contractor so that i) the Contractor shall review each claim forty-five calendar days after the Contractor's receipt of the first report and at least every sixty calendar days thereafter, or more frequently as otherwise appropriate, and ii) at each review, the Contractor shall place a status report in the electronic file notes of the Contractor's electronic claims information system.
3. The Contractor shall make payments to medical care providers, appraisers and ancillary service providers and claimants in a timely manner.
4. The Contractor shall enter payments, reserve revisions and file closings promptly into the Contractor's electronic claims information system with accurate assignment of department budget codes.
5. The Contractor shall report bodily injury cases electronically to the Central Index Bureau within 30 calendar days after receipt of the first report by the Contractor. The Contractor shall check with the Central Index Bureau for claims by the claimant with other insurers every nine to twelve months thereafter until the case is closed by the Contractor.
6. The Contractor's assigned claim reserve must take into consideration probable payments related to the loss, including liability, allocated expenses, and claim service fees. The Contractor's assigned claim reserves must take into consideration liability, damages, expenses and all factors necessary to determine the estimated amount the City will be required to pay for each claim.

B. File Documentation.

1. The Contractor shall enter all reserve, reserve revisions and payments made by the Contractor and record all vouchers for payments made by the City related to the claim pursuant to section 2.2.2 into the Contractor's electronic claims information system, and the Contractor shall record all information clearly with full explanations in the file notes.
2. Supervision of the Contractor's claims adjuster assigned to questionable liability cases is at the discretion of the Contractor's claims manager, taking into consideration the experience level of the Contractor's adjuster to whom the claim is assigned. The Contractor may request additional direction from the City's Chief of Risk Management.
3. An initial file summary, including the information set forth in the appropriate report format for reporting to the Workers' Compensation Commission or to the Central Index Bureau shall be completed and submitted by the Contractor within forty-five days of the claim being assigned to the Contractor to the City and shall be placed by the Contractor in the file notes within the Contractor's electronic claims information system.
4. The Contractor shall complete an updated status report on any file remaining open every ninety days following the initial report, and will include information outlining further work to be done, case evaluation, verdict potential, laws affecting the case, settlement/defense strategy and a target day for completing the outstanding work.
5. The Contractor shall document phone conversations, discussions, meetings, and similar events held on the case clearly in each file's notes within the Contractor's electronic claims information system contemporaneously with the event.
6. The diary schedule within the Contractor's electronic claims information system shall be maintained by the Contractor and used to ensure proper follow up and contact for requested reports from medical providers, nurse case managers, appraisers, City staff aiding in claim investigation.

C. Investigation.

1. Contact with any claimant shall be made by the Contractor within 24 hours of the Contractor's receipt of the first report and, where warranted by the damage exposure, efforts to obtain a recorded statement shall be taken by the Contractor from the claimant within that 24 hour period or as soon as possible thereafter where there is a question on liability or injury, or both. The Contractor shall notify the claimant providing the statement that the phone conversation is being recorded to create a record of the statement.
2. Within one business day of the Contractor's receipt of the first report, the Contractor shall make contact with the City department or agency involved when there is a need for initial discussion of the case.
3. Where warranted by the damages and legal liability exposures, the Contractor shall, as soon as practicable, take the necessary recorded statement from employees involved in the work that gave rise to the claim. The Contractor shall notify the person providing the statement that the phone conversation is being recorded to create a recorded statement.
4. Within thirty days of receipt by the Contractor of the first report, the Contractor shall conduct an investigation of the facts of the accident and injury with the appropriate City staff sufficient to determine liability and to substantiate the initial reserve to meet the probable liability arising from the known facts to the event. If additional information is later received by the Contractor, the Contractor shall adjust the reserves accordingly.
5. The Contractor shall arrange for proper inspection by a licensed appraiser of any alleged property damage in excess of \$7,500. The inspection must be completed within five business days of the Contractor's receipt of the first report. An estimate from a licensed auto repair shop will suffice on claims under \$7,500. Payments will be reviewed by the Contractor and processed promptly by the Contractor.
6. The Contractor will maintain contact with claimants and document all activity in the Contractor's electronic claims information system's file notes, on an ongoing basis, to control the medical progress by confirming claimant compliance with medical treatment and physical therapy recommendations.

7. Where the length of disability is questioned by the Contractor or the City, the Contractor shall conduct an outside activity check, including surveillance, in order to determine the physical activities of the claimant and evaluate alleged disability. No surveillance shall be completed by the Contractor until that surveillance is approved in writing by the City's Chief of Risk Management.
8. On any file where settlement is being considered, the Contractor shall solicit medical bills, medical reports and records, and lost wage documentation (where applicable) from the claimant.
9. The Contractor shall review all medical bills submitted by the claimant for payment for causal relationship to the accident.
10. The Contractor shall retain outside services such as nurse case management, vocational rehabilitation services or other ancillary services necessary to aid in the recovery of, or return to work by, the claimant only after receipt of written approval from the Chief of Risk Management for each outside service to be retained. When requesting approval from the City's Chief of Risk Management for the retainer of an outside service, the Contractor shall provide a specific goal and period of time for the use of the outside service.
11. The Contractor shall recognize subrogation and contribution possibilities promptly and shall preserve necessary evidence and utilize experts where needed. The Contractor shall not take any portion of subrogation recoveries made on behalf of the City. No third party who may be rightfully liable for the claim made against the City will be put on notice by the Contractor without prior written approval from the City's Chief of Risk Management.
12. The Contractor shall evaluate reserves and settlement potential every time the Contractor reviews the file based on information already gathered in the investigation.
13. Where warranted, settlement will be pursued by the Contractor in an expedient manner, and all negotiations will be handled or managed internally by the Contractor's adjuster assigned the file unless there is a documented basis (i.e., liability is in question) to have the claim handled by the City Attorney staff or by the Chief of Risk Management.

14. The Contractor shall obtain from the City all necessary settlement approvals in accordance with the City's settlement authority policy requirements prior to entering into negotiations. The City will provide a copy of the City's settlement authority policy to the Contractor after the Commencement Date of the Contract. The settlement authority policy defines who in the City administration may authorize settlements based on the value to be paid.

D. Litigation Management

1. If a lawsuit is filed, the Contractor shall work with the Office of the City Attorney and the City's Chief of Risk Management to determine whether to settle or defend the case. Upon request by the Contractor, the City Attorney or his designee will provide the Contractor with a settlement evaluation of the case. The evaluation of the settlement value, conducted by either the Contractor or the City Attorney's Office, will be clearly documented in the file notes.
2. Where the case is to be defended, the claim will be referred to the City Attorney's Office. The City Attorney's Office may defend the claim, or the City Attorney may choose to hire outside counsel.
3. A memo must accompany the file or the referral to the City Attorney's Office outlining (i) the work on the claim that remains to be done, (ii) any reasons the claim was not settled, (iii) suggested defenses (e.g., contributory negligence, sovereign immunity, inconsistencies among witnesses and evidence), and (iv) any remaining deadlines to be met.

E. Reporting Requirements of Contractor

1. The Contractor shall acknowledge all claims in writing to the City. The acknowledgement must be sent by the Contractor to the City's Chief of Risk Management within two business days of the Contractor's receipt of the first report.
2. For any claim reserved at \$10,000 and above, or for any claim involving one or more of the serious injuries listed in section 2.2.2(E)(3) below, the Contractor shall meet the following requirements:
 - i. The Contractor shall report the loss immediately to the City's Chief of Risk Management.
 - ii. The Contractor shall complete an initial written report within 21 calendar days after the Contractor's receipt of the claim including information specified in a status report and submitted to the City's

Chief of Risk Management, and must include any pertinent information received by the Contractor that could reasonably affect future activity on the claim (i.e., categories listed in the status report shown below):

- a. Claimant's name,
 - b. Accident location,
 - c. Date of loss,
 - d. The Contractor's assigned adjuster's name and phone number,

 - e. Details of the claim,
 - f. Results of the investigation,
 - g. Nature of injury,
 - h. Exposure,
 - i. Recommendations for future handling,
 - j. Subrogation,
 - k. Reserves, including amount paid by category,
 - l. Recommendations, and
 - m. Basis for settlement.
- iii. The Contractor shall complete supplemental written status reports and submit them to the City's Chief of Risk Management at least every 90 days following the initial report. These reports must include all of the information listed in section 2.2.2(E) (2) (ii) above, and any other pertinent information that could reasonably affect the future activity on the claim.
- iv. If the Contractor identifies information that will change the estimated probable cost of the claim and such information results in a change of \$10,000 or more of the estimated probable cost, then the Contractor shall, no fewer than ten days after the date of the Contractor becoming aware of the information, adjust the reserve and provide the City's Chief of Risk Management a written notification of the fact of the increase and the basis for the increase.
3. The Contractor shall send a status report to the City's Chief of Risk Management by email immediately when any claim is reserved for \$100,000 or more, or when the Contractor has notice of any one of the following types of injuries:
- i. A fatality
 - ii. Quadriplegia
 - iii. Paraplegia
 - iv. Amputation of a major extremity (e.g., hands, feet, arms, legs)
 - v. Heart attack
 - vi. Back problems involving surgery
 - vii. Serious burns or disfigurement
 - viii. Loss of sight or hearing

- ix. Brain damage
- x. Any other extreme, permanent injury

- 4. The Contractor shall report the information set forth in section 2.2.2(E) (3) above, as required by the City's insurance policy, to the City's excess carrier. The City's Chief of Risk Management will provide the Contractor with the City's insurance carriers and policy numbers within 10 days of the Commencement Date of the Contract. The City's Chief of Risk Management will notify the Contractor of any changes to the carriers or policy numbers within 10 days of the renewal date of any such policy during the life of the Contract.
- 5. The Contractor shall provide a status report to the City's Chief of Risk Management immediately (i) when a lawsuit is received with an ad damnum in excess of the policy limits, (ii) when the ad damnum is unstated, or (iii) if there is a claim for punitive or exemplary damages.

2.3 **Transition of Claims.** The Contractor will start with all new claims received by the City as of the Commencement Date. The transition of historical claims and open claims will occur up to 15 days prior and no later than 10 days after the Commencement Date.

2.4 **Claims Payment.**

- A. The Contractor shall obtain invoices and supporting documentation, including, but not limited to, physician office notes and repair bills, for review. The Contractor shall review the invoices and documentation for adjustment to reasonable and customary costs.
- B. The Contractor shall use a checking account established by the City for the payment of claims. The Contractor shall use the checking account only in accordance with this Contract, directives from the City's Department of Finance and the City's Chief of Risk Management, and any policies that the City's Chief of Risk Management provides the Contractor. The City will provide an initial sum (the amount to be determined by the City) to fund the checking account. All other funds will be provided by the City in accordance with the procedures set forth in subsection (C) herein. The Contractor shall draw all checks from this account to pay invoices and bills associated with claims administered by the Contractor pursuant to this Contract, including, but not limited to, medical bills, indemnity wages for lost time, surveillance, and vocational rehabilitation for Worker's Compensation claims, and repairs, medical bills, and property damage claims for automobile and general liability claims.
- C. The Contractor shall submit to the City's Chief of Risk Management on a weekly basis 1) a check register of the account sorted by line of business and 2) a corresponding request for replenishment of account funds. The City's Chief of Risk Management will review the check register and request for replenishment of account funds. If the City's Chief of Risk Management approves the request, the City will process a funding request in the form of a wire transfer to replenish the account funds.

- D. The Contractor shall make payments if requested by the City Attorney's Office or the City's Chief of Risk Management.
- 2.5 **Loss Control Services.** The Contractor shall provide safety recommendations for recurring claim causes, recommendations for safety training, and recommendations for life safety inspection surveys in the Contractor's stewardship report provided by the Contractor to the City each year during the term of the Contract on the anniversary of the Commencement Date of the Contract.
- 2.6 **Electronic Claims Information System.**
- A. The Contractor shall provide an electronic claims information system to track claims handled by the Contractor pursuant to the Contract. The Contractor's electronic claims information system must be capable of providing real-time online financial data on a claim-by-claim basis, as well as access to adjuster file notes, current reserves, and payments and reserve history. The Contractor's electronic claims information system must be capable of tailoring reports to meet the needs of national data-marts, such as the PERI or the WCRI. The Contractor shall provide the City with "review only" access for certain employees to access the claim files within the Contractor's electronic claims information system. The City will identify for the Contractor the City employees that must have "review only" access after the Commencement Date of the Contract. The Contractor will not be required to provide any City employees with edit capabilities within the Contractor's electronic claims information system.
- B. Within 30 days of the Commencement Date of the Contract, the Contractor shall provide training to up to 15 City employees on claim access and report writing within the Contractor's electronic claims information system. Upon request by the City and at any time during the term of the Contract, the Contractor shall repeat the training on claim access and report writing within the Contractor's electronic claims information system for up to 15 City employees.
- C. The Contractor shall maintain an electronic file in the electronic claims information system for every claim for Worker's Compensation, Automobile Liability, and General Liability received by the Contractor. In addition to the requirements set forth in section 2.0 ("Requirements and Deliverables") herein, the file must contain a description of the incident, the claimant's name, the claimant's address, the claimant's telephone number, and a copy of either the claim letter or the First Report of injury.
- 2.7 **Claims Handling Instructions.** At any point during the term of the Contract and if requested in writing by the City, the Contractor shall, no later than 10 business days after receipt of the City's request, revise the Contractor's claim handling procedures provided with the Contractor's proposal as requested by the City. The Contractor shall continue to revise the claim handling procedures until the City provides written approval of the claim handling procedures. Throughout the term of the Contract, the Contractor shall comply with the claim handling procedures as approved by the City.

- 2.8 **Transition of Services upon Termination of Contract.** Upon termination of the Contract, the Contractor shall provide transition of all electronic claim files to the vendor designated by the City, or to the City, or both, no later than 15 days after the termination date of the Contract. The Contractor shall provide any additional claim material such as recorded statements and video surveillance tapes to the City's Chief of Risk Management within 15 days of the termination date of the Contract. The Contractor shall clearly mark all materials with the claim number and a description of content.
- 2.9 **Audit of Claim Files.**
- A. The City, its contracted insurance broker, or its contracted auditor will perform an annual review of the Contractor's claim files. The City will provide the Contractor with thirty days' notice prior to the City's review of paper files.
 - B. The Contractor shall make available to the City's Chief of Risk Management, or their designee, upon demand and with notice reasonable under the circumstances, all records in its possession concerning claims handled for the City under this Contract. No charge shall be made for allowing the City's representatives to examine such records. If the City desires copies of any such records, the City shall pay only the actual costs of the Contractor in making such copies or having such copies made. Any legal or managerial reviews associated with this production are specifically excluded from these actual costs. In the event records are required to be made available to a party other than the City pursuant to a subpoena or other lawful order issued by a governmental body and such requirement is not made upon the demand of the City, then the City shall not be liable for any costs associated with the Contractor's provision of such records pursuant to such subpoena or other order.
 - C. The Contractor shall assist the City, its contracted insurance broker, and its contracted auditor in the conduct of audits. This assistance shall include the provision of secure, quiet office space, including furnishings and telephones needed by the City, the brokers, and the auditors.
 - D. Notwithstanding the requirements of section 2.8 ("Transition of Services upon Termination of Contract") herein, the Contractor agrees to retain all books, records, and other documents relative to the Contract in accordance with the applicable records retention and disposition schedule issued by the Library of Virginia. The City and its authorized agents shall have full access to, and the right to examine, any of the Contractor's materials relevant to the Contract.
- 2.10 **Application of Work Product Doctrine.** The parties agree and acknowledge that all records created by the Contractor in the preparation of litigation pursuant to this Contract shall be governed by the work-product doctrine as allowed by law.
- 3.0 **Proposal Contents.** The proposal must include all of the information set forth in this section and be organized as set forth in this section. In addition to the original, the offeror shall submit (i) seven (7) of complete, bound paper copies of its proposal and (ii) electronic copies in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.

- 3.1 **Tab 1 – Signed Forms.** This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, and Office of Minority Business Development Forms included with this Request for Proposals.
- 3.2 **Tab 2 – 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 two pages.
- 3.3 **Tab 3 – Capabilities and Approach.** This tab should describe in detail the offeror’s proposal for providing the services solicited by this Request for Proposals. A statement should be included that the offeror is capable and willing to comply with all requirements set forth in this Statement of Needs.
- 3.4. **Tab 4 - Claim Administration Capabilities** – This tab should provide a full description of the offeror’s claim administration capabilities, including a list of all claim offices currently in operation in Virginia. This tab should describe all available options for claim reporting and claim acknowledgement. This tab should provide a list of municipal cities in Virginia and years of affiliation with the municipalities.
- 3.5 **Tab 5 - Staffing** – This tab must provide a full description of how claim offices are organized and staffed along with a description of national services available and how they interface with local claim offices. This tab must include the résumé of the individual who will serve as the overall account coordinator for the City of Richmond’s account.
- 3.6 **Tab 6 - Claim Practices** – This tab should provide a detailed description of the offeror’s standard claim handling procedures. The City’s claim administration requirements are included in section 2.0. This tab should indicate and explain any deviation from these requirements the offeror would recommend or require. A copy of the offeror’s best practices or claim handling standards should be included in this tab.
- 3.7 **Tab 7 - Medical Management and Cost Containment** – This tab should provide a description of the offeror’s medical management and medical cost containment capabilities including, but not limited to, the following items:
1. PPO networks
 2. Utilization review for surgery
 3. Hospital bill audit service
 4. Other medical fee service reviews
 5. Chiropractic utilization review
 6. Dental review
 7. Pharmacy cost management
 8. Review for unauthorized treatment
 9. Review for unrelated treatment
 10. Review for excessive use of treatment by allied health professionals
 11. Price review for durable medical equipment
 12. Review for duplicate billings

This tab may also include any suggestions for medical management not listed above.

- 3.8 **Tab 8 –Electronic Claims Information System** – This tab should include a comprehensive description of the offeror’s electronic claims information system capability. A list of reports which can be generated by the system should be included, along with information regarding the ability to custom design report formats and samples of frequently requested reports. This tab should provide a description of on-line reporting of claims capability, security features, ability to interface with data feeds from the City’s Department of Human Resources(i.e., payroll) to allow automated population of personal fields on the Virginia Worker’s Compensation Commission State First Report of Injury Form that will reduce the need to re-input such data by the City . Additionally, this tab should provide information on tracking of OSHA reporting and provision of department specific reports as well as City wide summaries.
- 3.9 **Tab 9 - Claim Service Coordination** – This tab should describe how the offeror will provide account coordination. This tab should describe how claim meetings and reviews are conducted. This tab should include the procedure the offeror normally utilizes for selecting claims to be reviewed, the frequency and locations for meetings. This tab should describe how the offeror would ensure that its various offices comply with all claims handling instructions.
- 3.10 **Tab 10 - Banking and Payment Options** – This tab should describe the available options for payment of claims, claim service fees, and other expenses. This tab should describe all requirements for escrow accounts or pre-payments, billing options, and cash flow management. This tab should provide a sample of a detailed billing statement for a large city and a description of your procedure for reconciliation of financial discrepancies.
- 3.11 **Tab 11 – Miscellaneous.** This Request for Proposals is intended to solicit proposals for Workers’ Compensation, General Liability, and Automobile Liability claims administration, and loss control and related services. The offeror may provide any additional information to assist the City with its selection.
- 3.12 **Tab 12 – Offeror History.** This tab should provide a comprehensive narrative history of the Offeror’s organization, including the development of its experience in providing the solicited services, the depth of its resources to provide those services, an explanation of the size of the organization, and the organization’s number of years in business, office locations, and legal structure. This section of the proposal must contain the following organizational information and data for the Offeror’s organization:

A. If a corporation:

1. The state of incorporation;

2. The date of incorporation;
3. The principal place of business;
4. The Federal I. D. number;
5. Whether the corporation is a Subchapter S corporation.
6. The name, position, address, and number of years in position of each officer and director; and
7. The names of any affiliates, partner corporations, and subsidiaries.

B. If a limited liability company:

1. The state in which the limited liability company is organized;
2. The date organized;
3. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and
4. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.

C. If a partnership:

1. The state in which the partnership was formed;
2. The date formed;
3. The type of partnership; and
4. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.

D. If a joint venture:

1. Date of formation;
2. Name and address of each joint venture partner;
3. The name and address of the principals of each joint venture partner; and

4. The percentage of interest of each joint venture partner.
- E. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.
- F. This tab should provide the Offeror's total number of employees.
- G. This tab should state whether the Offeror has operated under another name within the past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.
- H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.
- I. This tab must include the following statement, signed by the Offeror's contractually binding authority:

By submitting its proposal, *{Insert Legal Name of Offeror}* (the "Offeror") certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City's announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete and up-to-date.

3.13 **Tab 13 – 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:

- A. Name and title.
- B. Office location and city of residence.
- C. Project responsibilities and roles.
- D. Educational background.
- E. Professional registrations and memberships (if applicable).
- F. Years of relevant experience.

- 3.14 **Tab 14 – References.** This tab should include the names, addresses and telephone numbers of at least four other municipalities or public schools utilizing multiple claim offices with whom offeror has worked during the last five years. The tab should briefly identify the project, location and services performed. The tab should also include an affirmative statement that the offeror grants its consent for the City to contact the offeror’s references for purposes of evaluating the offeror for this Contract and acknowledges that any information obtained from the offeror’s references will not be disclosed to the offeror.
- 3.15 **Tab 15 – Subcontracting.** This tab should identify any of the required services that you intend to subcontract, if any, providing the following information:
- A. Reasons for subcontracting
 - B. Proposed subcontractor responsibilities.
 - C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.
- 3.16 **Tab 16 – Price Proposal.** Describe in detail each pricing option you offer. A brief description of terms must accompany this section. For example, it is not sufficient to offer medical only claims at \$xx per claim. You must define what you consider a medical only claim. This section should also define what would be charged as allocated expenses to claim files and break out any separate overhead or administrative cost. You may offer a package price for claims services which is preferred by the City. However, we suggest that you also quote Workers’ Compensation, General and Automobile Liability and Loss Control separately. Offerors must include in the proposal a line item for training costs for the City’s use of the electronic claims information system in accordance with section 2.6 herein. For each service listed in section 3.7 (“Tab 7 – Medical Management and Cost Containment”) above, this tab must detail how services are priced if not included in the basic claim service charge. This tab must include a breakdown of all use costs for the electronic claims information system required by section 2.6 herein, including, but not limited to, cost per user or for City as a whole, data entry fees, online use fees, data storage fees, line charges. Additionally, this tab must provide pricing on tracking of OSHA reporting and provision of department specific reports as well as City-wide summaries.

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

Staffing.....10 pts.

In accordance to Section 3.5

Experience15 pts.

(In accordance to Sections 3.12, 3.13, and 3.15.)

This criterion considers the specific experience of the Offeror’s team relative to the project and services solicited by this Request for Proposals as well as results of the references supplied by the Offeror

Information Systems10 pts.

Fee Structure (allowed by City Code § 21-67(e)).....10 pts.

Cost Containment10 pts.

In accordance to Sections 3.7, and 3.16.

Compliance with Requirements.....10 pts.

(In accordance with Section 2.0.)

This criterion considers the Offeror’s overall project plan and approach to complete the services solicited by this Request for Proposals.

Accessibility (required by City Code § 21-69)..... 5 pts.

MBE/ESB Commitment..... 30 pts.

In accordance with City Code § 21-67(e), this criterion considers the offeror’s “good faith minority business enterprise and emerging small business participation efforts” as defined in City Code § 21-4. Pursuant to City Code § 21-67(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is 30%. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the General Terms and Conditions for the MBE/ESB provisions.

Total Available Evaluation Points100 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 ten business days prior to the closing date to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

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

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

1.3 No Contact Policy. Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2

("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.

1.4 **Other Documents.** The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.

1.5 **Disqualification Due to Participation in Preparation of Solicitation.**

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

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

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

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

- 1.5.4 **No Contact Policy Applicable.** If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person discussed the solicitation with a City representative other than the Contracting Officer responsible for the procurement.
- 1.5.5 **Appeal of Disqualification.** In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 1.6 ("Disqualification Due to Participation in Preparation of Solicitation") and City Code § 21-281 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.
- 2.0 **Preparation of Proposals.**
- 2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.
- 2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements set forth in the Request for Proposals.
- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.
- 2.4 **MBE/ESB Participation.** When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.

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

2.4.2 **Certification.**

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

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

2.4.3 **Evaluation.**

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

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

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

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

2.7 **Public Inspection of Records.**

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

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

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

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

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

2.10 **Exceptions.**

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of

the offeror's proposal or that the offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an offeror during the evaluation stage or the negotiation stage of the procurement process.

- B. The offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:
1. If the Request for Proposals is one for "information technology" as defined in Va. Code § 2.2-2006, the offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the offeror is selected for negotiations, the offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
 2. If the Request for Proposals is one for architectural or professional engineering services, the offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified offerors are ranked for negotiations. If the offeror is selected for negotiations, the offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
- C. If the offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 **Warranties and Representations of Offeror.**

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

3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Charter of the City of Richmond, or the Code of the City of Richmond, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has not conferred

on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of City Code §§ 21-274—21-285 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to offerors, contractors and subcontractors apply to this Request for Proposals and any resulting contract. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the offeror and the offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

- 3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents that the offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.
- 3.4 **No Debts to City.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.
- 3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.
- 3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that it is in compliance with the provisions of section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions included with this Request for Proposals and, further, that the offeror’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the offeror’s firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.
- 3.7 **State Corporation Commission Registration.**

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

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

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

4.0 **Submission of Proposals.**

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

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

Proposal for
Request for Proposals No.
Name of offeror

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. The proposals will then be forwarded to the using agency and evaluation panel to initiate the review and selection process. Proposals received after the date and time specified in section 4.5 ("Closing Date") are late and will be returned unopened at the offeror's expense.
- 5.2 **Evaluation.** During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Some offerors may be eliminated at this stage. Once the evaluation panel has completed this initial scoring, the evaluation panel may engage in discussions with offerors not eliminated by the initial scoring to clarify specific matters presented in those offerors' proposals.

Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. The evaluation panel will use information gained during these discussions together with information presented in the proposal to rank offerors in accordance with the evaluation criteria stated in the Request for Proposals. The evaluation panel reserves the right to visit the premises of the offeror if the evaluation panel determines that it is necessary to do so.

- 5.3 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to reject the offeror's proposal. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.
- 5.4 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.
- 5.5 **Negotiation with Offerors.**
 - 5.5.1 **In General.** The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria.
 - 5.5.2 **Procedure.** Unless the Director of Procurement Services determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. (*See City Code § 21-67.*)
- 6.0 **Award and Execution of Contract.**
 - 6.1 **Award.**
 - 6.1.1 **In General.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.
 - 6.1.2 **Multiple Awards.** The City reserves the right to make awards under this Request for Proposals to more than one offeror if the City determines that doing so is in the best interests of the City. If the City makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that offeror.

- 6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.
- 6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.4 **Notice of Award.** A contract is awarded only when the Director of Procurement Services signs the contract. The Contracting Officer may provide notice of the City's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contracting Officer, register in the City's online Supplier Portal, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents and must have registered in the City's online Supplier Portal within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City's representative will then sign the contract. The signature of the City's representative on the contract constitutes the award of the contract.

END OF INSTRUCTIONS TO OFFERORS

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 two (2) year later, unless terminated earlier in accordance with the provisions of this Contract.

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

1.3 **Renewal.** The City may, at its sole option, renew this Contract for up to two (2) two (2)-year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least 60 calendar days before the expiration of the preceding term.

2.0 **Contractor Responsibilities.**

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

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

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

2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for use by the City or used by the Contractor to provide

any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

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

2.6 **Contractor Misrepresentation.**

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

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

2.7 **Drug-Free Workplace.**

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

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

2.8 **Human Rights.**

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

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

- “a. It shall be an unlawful employment practice for an employer:
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”

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

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

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

- (b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

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

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

2.11 **Property of Work.**

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

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

3.0 **Payment.**

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

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

- 3.3 **Terms.** The City shall pay the Contractor as follows: Net 45 days.
- 3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.
- 3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.
- 3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.
- 3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.
- 3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@richmondgov.com

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) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.

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

4.0 **Indemnification and Insurance.**

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

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

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

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

- (i) Subrogation against the City shall be waived.
- (ii) The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability.
- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

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

4.2.3 **Evidence to Be Furnished.**

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

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

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

4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):

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

- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence.

5.0 **Assignment, Delegation and Subcontracting.**

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

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

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

6.0 **Remedies and Termination.**

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

6.2 **Termination with Cause.**

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

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

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

6.3 **Termination without Cause.**

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

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

6.4 **Termination by Contractor.**

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

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

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

7.0 **Dispute Resolution.**

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

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

7.3 **Contractual Claims.**

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

7.3.2 **Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The City's Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The City's Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See* City Code § 21-167(b); *see also* Va. Code § 2.2-4363(B).)

7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the City's Director of

Procurement Services fails to render such decision within the 90-day time limit. A failure of the City's Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (See City Code § 21-167(c); *see also* Va. Code § 2.2-4363(D).)

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

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

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

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

8.0 **Miscellaneous Provisions.**

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

- 8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
- 8.3 **Force Majeure.** If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the City and the Contractor in accordance with the City's Purchasing Policies and Procedures.
- 8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.
- 8.7 **Notices.**
- 8.7.1 **In General.** Any written notice by any party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

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

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

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

END OF GENERAL TERMS AND CONDITIONS

PART IV
SPECIAL PROVISIONS

1.0 **COOPERATIVE PROCUREMENT**

- A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.
- B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent's response to the solicitation.
- C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.
- D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.
- E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.

2.0 **PRICING ADJUSTMENTS**

Price adjustments may be permitted for changes not to exceed 2% in the following index/indices Consumer Price Index –Urban Consumers; Wage Earners and Clerical Workers (CPI-W) 1982-84=100 (Unadjusted)-CWUR0000S0. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be

permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the City; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor’s suppliers.

The Department of Procurement Services will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials and labor are required to be communicated immediately to the Department of Procurement Services.



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	COMPANY NAME:		PROJECT NAME/CONTRACT No.		
	CONTACT NAME:	PHONE #	Fax#	Email:	
	BUSINESS LICENSE No.	BUSINESS LICENSING JURISDICTION:		FED ID NO/SSN	
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				ENTER CODES BELOW
OWNERSHIP CODES	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
Minority / Emerging Small Business Commitments	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street Anywhere, USA	54-XXXXXX	Other Excavation	10%	2
	2				
	3				
	<input type="checkbox"/>				
	*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:				
	MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND			TOTAL DOLLAR AMOUNT	
				TOTAL % OF CONTRACT	
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.					
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.					
SIGNATURE OF AUTHORIZED OFFICIAL:				DATE:	

INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)
2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.
3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.
5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation. [In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.](#)
6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.
7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. **MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.**
8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. **MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.**
9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. **MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.**

Apprenticeship – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.



Minority Business Development

900 East Broad Street
 City Hall, 16th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136

Email: mbd.compliance@richmondgov.com
<http://www.richmondgov.com/MBD>

PLEASE ATTACH INVOICES FROM YOUR SUBCONTRACTORS

MONTHLY COMPLIANCE REPORT (MBE-3)

Contractor/Subcontractor	Sheet of	Month/ Year	Date Submitted to the City of Richmond
Project Name		Contract No.	

Vendor Name Address Phone No./Fed ID No. or SSN	MBE		ESB		NON MBE/ESB		Subcontract Complete		Scope of Work
	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date	Yes	No	
	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.			
ABC Co., Inc. 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	\$2,000	\$8,000					<input type="checkbox"/>	<input type="checkbox"/>	
	3/01/2008	\$30,000							
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	
							<input type="checkbox"/>	<input type="checkbox"/>	

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

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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.
- 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 of business or of \$250,000 or less if engaged in a 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.
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



Minority Business Development

900 East Broad Street
City Hall, 16th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136

<http://www.richmondgov.com/MBD>

**Good-Faith Minority Business Enterprise
and Emerging Small Business Participation Efforts
Documentation of Contacts**

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.

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**

MBE/ESB Name Contact Person Address Phone Number Fed ID Number	Telephone	Fax	Email	Newspaper or Other Publication	Other	Response of Contacted Firms	Enter Below Code for Ownership of each MBE Firm.
	Telephone # & Date of Contact	Fax # & Date of Contact	Email Address & Date of Contact	Name of Newspaper or Other Publication Date (s) of Advertisement	Separate Written Statement with any supporting documentation for each contract	MBE/ESB Response Yes, No, No Response or Comment	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)
ABC Co., Inc. Joe Johns 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	(804) 555- 5555 01/28/09	(804) 555- 5555 01/28/09	ABC@gmail.com	Times Dispatch	See Attachment	Yes	1

Additional copies can be made

**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> (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 Terms and Conditions attached to the Request for Proposals (as modified by any addenda).
 - C. The Statement of Needs attached to the Request for Proposals (as modified by any addenda).
 - D. The Contractor’s proposal dated <DATE>.
 - E. The Instructions to Offerors attached to the Request for Proposals (as modified by any addenda).

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:

For the CITY:

By: _____
(signature in ink) *Date*

(typed name)

(typed title)

By: _____
C. Edward Gibbs *Date*
Director of Procurement Services

IF A CORPORATION, AFFIX CORPORATE SEAL

Appendix A

Row Labels	As of Date	6/30/2012	6/30/2013	6/30/2014	6/30/2015	6/30/2016
AL						
Claim Count		298	201	269	279	303
Paid	\$	424,496.38	\$ 161,037.69	\$ 175,342.90	\$ 76,001.81	\$ 51,131.65
Reserved	\$	-	\$ 100,000.00	\$ 5,000.00	\$ 60,986.15	\$ 202,502.81
Incurred	\$	533,484.54	\$ 323,989.89	\$ 330,637.43	\$ 318,873.94	\$ 351,760.05
GL						
Claim Count		419	345	459	482	483
Paid	\$	523,191.61	\$ 847,389.39	\$ 689,438.87	\$ 475,650.07	\$ 117,390.84
Reserved	\$	283,000.00	\$ 5,001.02	\$ 17,515.50	\$ 5,428.51	\$ 112,099.51
Incurred	\$	806,191.61	\$ 852,390.41	\$ 707,454.37	\$ 490,732.58	\$ 230,702.35
WC						
Claim Count		590	494	478	432	401
Paid	\$	4,230,722.62	\$ 2,903,136.55	\$ 5,117,700.20	\$ 2,832,803.48	\$ 1,063,033.69
Reserved	\$	579,207.00	\$ 355,721.42	\$ 1,283,666.06	\$ 602,358.76	\$ 882,889.11
Incurred	\$	4,912,470.84	\$ 3,333,043.82	\$ 6,533,366.54	\$ 3,511,175.10	\$ 1,969,681.20
Total Claim Count		1307	1040	1206	1193	1187
Total Paid	\$	5,178,410.61	\$ 3,911,563.63	\$ 5,982,481.97	\$ 3,384,455.36	\$ 1,231,556.18
Total Reserved	\$	862,207.00	\$ 460,722.44	\$ 1,306,181.56	\$ 668,773.42	\$ 1,197,491.43
Total Incurred	\$	6,252,146.99	\$ 4,509,424.12	\$ 7,571,458.34	\$ 4,320,781.62	\$ 2,552,143.60

AL Auto Liability
 GL General Liability
 WC Workers' Compensation

Workers Compensation Summary

	6/30/2012	6/30/2013	6/30/2014	6/30/2015	6/30/2016
Indemnity	194	101	134	168	133
Medical Only	336	338	290	194	200
Report only	<u>60</u>	<u>55</u>	<u>54</u>	<u>70</u>	<u>68</u>
Total	590	494	478	432	401

General Liability
Summary

Incident Year (FYE)	2012	2013	2014	2015	2016
Bodily Injury					
Number of Claims	47	43	32	44	31
Total Incurred	\$627,710	\$708,198	\$532,696	\$354,408	\$16,215
Average Incurred	\$13,356	\$16,470	\$16,647	\$8,055	\$523
Property Damage					
Number of Claims	372	301	426	433	448
Total Incurred	\$178,482	\$144,192	\$174,758	\$136,325	\$214,487
Average Incurred	\$480	\$479	\$410	\$315	\$479

Auto Liability Summary

Incident Year (FYE)	2012	2013	2014	2015	2016
Bodily Injury					
Number of Claims	18	25	29	22	41
Total Incurred	\$361,050	\$185,290	\$155,663	\$144,879	\$130,857
Average Incurred	\$20,058	\$7,411	\$5,367	\$6,585	\$3,191
Property Damage					
Number of Claims	280	175	239	248	231
Total Incurred	\$172,435	\$138,700	\$174,974	\$173,995	\$220,853
Average Incurred	\$616	\$793	\$732	\$702	\$956

Appendix B - Organizational Cost Center List

Dept Code	Department Name	Division Code	Division Name
002	City Council	00200	City Council
002	City Council	00201	Council Operations
002	City Council	00211	Council And Liasons
003	Richmond Public Library	00300	Public Library
003	Richmond Public Library	00301	Library -Library Adminis
003	Richmond Public Library	00302	Library -Adult And Famil
003	Richmond Public Library	00303	Library -Children And Fa
003	Richmond Public Library	00304	Library -Young Adult Services
003	Richmond Public Library	00305	Library -City Records Ce
003	Richmond Public Library	00307	Library Projects/Grants
003	Richmond Public Library	00309	Library - Courts Law Library
003	Richmond Public Library	00312	Library - Richmond Public Library
003	Richmond Public Library	00314	Library - Gifts to Library
004	City Clerk	00400	City Clerk
004	City Clerk	00401	Clerk -Office Of The C
005	Planning & Development Review	00500	Planning & Development Review
005	Planning & Development Review	00501	PDR-Land Use Admini
005	Planning & Development Review	00502	PDR-Permits And Ins
005	Planning & Development Review	00503	PDR-Administration
005	Planning & Development Review	00504	PDR-Prop. Maint Cod
005	Planning & Development Review	00505	PDR-Planning & Pres
005	Planning & Development Review	00507	PDR-Zoning Administ
005	Planning & Development Review	00508	PDR Projects/Grants
006	Council Chief of Staff	00600	Council Chief Of Staff
006	Council Chief of Staff	00601	Chief Of Staff-Administration
006	Council Chief of Staff	00602	Chief Of Staff-Legislative Svc
006	Council Chief of Staff	00603	Chief Of Staff-Research & Anal
006	Council Chief of Staff	00604	Chief Of Staff-Public Informat
008	City Assessor	00800	City Assessor
008	City Assessor	00801	Assessor- Administrative
008	City Assessor	00802	Assessor- Technical Suppo
008	City Assessor	00803	Assessor- Customer Serv &
009	City Auditor	00900	City Auditor
009	City Auditor	00901	Auditor-Internal Audit
009	City Auditor	00902	Auditor-Admin Of Extern
009	City Auditor	00903	Auditor-Fiscal And Poli
010	City Attorney	01000	City Attorney

010	City Attorney	01001	Attorney-Legal Counsel
010	City Attorney	01002	Attorney-Delinquent Real
010	City Attorney	01003	Attorney-Juv&Domestic Relations
012	Human Resources	01200	Human Resources
012	Human Resources	01201	HR-Hr Management
012	Human Resources	01202	HR-Recruitment, Se
012	Human Resources	01203	HR-Benefits Admini
012	Human Resources	01204	HR-Employee Relati
012	Human Resources	01205	HR-Classification
012	Human Resources	01206	HR-Administrative
012	Human Resources	01207	HR-Training & Deve
012	Human Resources	01208	HR-Operations
013	Adult Drug Court	01300	Judiciary
013	Adult Drug Court	01301	Judiciary-Attorney For Co
013	Adult Drug Court	01302	Judiciary-Circuit Ct.I(Jm
013	Adult Drug Court	01303	Judiciary-Adult Drug Cour
013	Adult Drug Court	01309	Judiciary Projects/Grants
014	Human Services	01400	Human Services
014	Human Services	01401	Human Serv-Management Serv
014	Human Services	01402	Human Serv-Hispanic Liaiso
014	Human Services	01403	Human Serv-Office Of Child
014	Human Services	01404	Human Serv-Teen Pregnancy
014	Human Services	01405	Human Serv-Senior & Specia
014	Human Services	01406	Human Services Projects/Grants
014	Human Services	01407	Human Serv-Mayor's Youth Academy
014	Human Services	01408	Human Serv-City of Serv DCAO
014	Human Services	01409	Human Serv-MLW Initiatives
015	Justice Services	01500	Justice Services
015	Justice Services	01501	Justice Services-Administration
015	Justice Services	01502	Justice Services-Detention
015	Justice Services	01503	Justice Services-In Home
015	Justice Services	01504	Justice Services-Functional Families
015	Justice Services	01505	Justice Services-Juv Drug Court
015	Justice Services	01506	Justice Services-Community Monitor
015	Justice Services	01507	Justice Services-Outreach
015	Justice Services	01508	Justice Services-Community Svc
015	Justice Services	01509	Justice Services-Attendance Services
015	Justice Services	01510	Justice Services-Community Corrections
015	Justice Services	01512	Justice Services-Home Elec Monitoring
015	Justice Services	01513	Justice Services Project/Grants
015	Justice Services	01514	Justice Services-Supervision Fees
016	Richmond Sheriff's Office	01600	City Sheriff
016	Richmond Sheriff's Office	01601	Sheriff-Jail Administra

016	Richmond Sheriff's Office	01602	Sheriff-Courts
016	Richmond Sheriff's Office	01603	Sheriff-Jail Human Serv
016	Richmond Sheriff's Office	01604	Sheriff-Jail Operations
017	General Registrar	01700	General Registrar
017	General Registrar	01701	Registrar- Registrar Gener
017	General Registrar	01702	Registrar- Conduct Of Elec
018	Richmond Retirement System	01800	Richmond Retirement
018	Richmond Retirement System	01801	Retirement-Richmond Retire
019	Juvenile & Domestic Relations Court	01900	Juvenile & Domestic Relations Court
019	Juvenile & Domestic Relations Court	01901	JDC-Court Functions
019	Juvenile & Domestic Relations Court	01902	JDC-Dispute Resolut
020	Information Technology	02000	Department Of Information Technology
020	Information Technology	02001	DIT-Administration
020	Information Technology	02002	DIT-System Engineering
020	Information Technology	02003	DIT-Systems & Progr
020	Information Technology	02004	DIT-Operations
020	Information Technology	02005	DIT-Telephone Services
020	Information Technology	02007	DIT-Printshop
020	Information Technology	02008	DIT-Mailroom
020	Information Technology	02009	DIT-Enterprise Resources
020	Information Technology	02010	DIT-Radio Shop
020	Information Technology	02011	DIT-Radio Shop-Cgs
021	Chief Administrative Office	02100	Chief Adminstrative Officer
021	Chief Administrative Office	02101	CAO-City-Wide Leadership Admin&Mgt
021	Chief Administrative Office	02102	CAO-City-Wide Special Svcs
022	Budget & Strategic Planning	02200	Budget & Stategic Planning
022	Budget & Strategic Planning	02201	Budget-Budget Formulation
022	Budget & Strategic Planning	02202	Budget-Forecasting & Strategic Plan
022	Budget & Strategic Planning	02203	Budget-Management Anal
024	Finance	02400	Risk Management
024	Finance	02401	Risk-Self-Insurance
025	Finance	02500	Finance
025	Finance	02501	Finance-Management
025	Finance	02502	Finance-General Accounting
025	Finance	02503	Finance-Disbursements
025	Finance	02504	Finance-Parking Financial Mgmt
025	Finance	02505	Finance-Risk Management
025	Finance	02506	Finance-Collections
025	Finance	02507	Finance-Assessments And
025	Finance	02508	Finance-Audit And Compl
027	Social Services	02700	Social Services
027	Social Services	02701	Social Ser-Administration
027	Social Services	02702	Social Ser-Customer Suppor

027	Social Services	02703	Social Ser-Fin Assist Admi
027	Social Services	02705	Social Ser-Auxil.Grts-Aged
027	Social Services	02708	Social Ser-Adult/Family Ad
027	Social Services	02709	Social Ser-Foster Care
027	Social Services	02710	Social Ser-Child Protectiv
027	Social Services	02711	Social Ser-Adult Services
027	Social Services	02712	Social Ser-Adoption
027	Social Services	02713	Social Ser-Adult Protectiv
027	Social Services	02714	Social Ser-Family Stabiliz
027	Social Services	02715	Social Ser-V.I.E.W.
027	Social Services	02716	Social Ser-Food Stamp Empl
027	Social Services	02717	Social Ser-Hospital Based
027	Social Services	02719	Social Ser-Child Day Care
027	Social Services	02720	Social Ser-Southside Comm.
027	Social Services	02721	Social Ser-Foster Parent T
027	Social Services	02722	Social Ser-Tech Support
027	Social Services	02723	Social Ser-Hsis-Human Serv
027	Social Services	02726	Social Services Project/Grants
029	Public Works	02900	Public Works
029	Public Works	02901	DPW-Finance & Admin
029	Public Works	02902	DPW-Gen Svcs-Facili
029	Public Works	02903	DPW-Solid Waste Man
029	Public Works	02904	DPW-Surface Cleanin
029	Public Works	02905	DPW-Grounds Mainten
029	Public Works	02906	DPW-Urban Forestry
029	Public Works	02907	DPW-Geographic Info
029	Public Works	02908	DPW-Row-Permits/Sur
029	Public Works	02909	DPW-CIP Infrastructor
029	Public Works	02910	DPW-Trans Admin/Sig
029	Public Works	02912	DPW-Roadway Mai
029	Public Works	02913	DPW-CIP Facility
029	Public Works	02914	DPW-Bridge Main
029	Public Works	02915	Public Works Projects/Grants
029	Public Works	02925	DPW-Fleet Managemen
029	Public Works	02926	DPW-Fleet - Cgs
029	Public Works	02929	DPW-De-Ecs0000878
029	Public Works	02930	DPW-Workforce Devel
029	Public Works	02934	DPW-Led Traffic Lig
029	Public Works	02939	DPW-Winter Storm Events
030	Parks, Recreation, and Community Facilities	03000	Parks & Recreation
030	Parks, Recreation, and Community Facilities	03001	Parks&Rec-General Admin
030	Parks, Recreation, and Community Facilities	03002	Parks&Rec-Marketing
030	Parks, Recreation, and Community Facilities	03003	Parks&Rec-Infrastructure

030	Parks, Recreation, and Community Facilities	03004	Parks&Rec-Parks Permits &
030	Parks, Recreation, and Community Facilities	03005	Parks&Rec-James River Par
030	Parks, Recreation, and Community Facilities	03006	Parks&Rec-Cultural Arts
030	Parks, Recreation, and Community Facilities	03007	Parks&Rec-Special Recreat
030	Parks, Recreation, and Community Facilities	03008	Parks&Rec-After School Pr
030	Parks, Recreation, and Community Facilities	03009	Parks&Rec Projects/Grants
030	Parks, Recreation, and Community Facilities	03010	Parks&Rec-Northside Richmond
030	Parks, Recreation, and Community Facilities	03011	Bryan Park Rec/Park
030	Parks, Recreation, and Community Facilities	03012	Calhoun Rec/Park
030	Parks, Recreation, and Community Facilities	03013	Highland Park Rec/Park
030	Parks, Recreation, and Community Facilities	03014	Hotchkiss Rec/Park
030	Parks, Recreation, and Community Facilities	03015	Pine Camp Rec/Park
030	Parks, Recreation, and Community Facilities	03016	Battery Park Rec/Park
030	Parks, Recreation, and Community Facilities	03017	Cannon Creek Rec/Park
030	Parks, Recreation, and Community Facilities	03018	Recreation Administration
030	Parks, Recreation, and Community Facilities	03020	Parks&Rec-Southside Rva
030	Parks, Recreation, and Community Facilities	03021	Bellemeade Rec/Park
030	Parks, Recreation, and Community Facilities	03022	Blackwell Rec/Park
030	Parks, Recreation, and Community Facilities	03023	Broad Rock Rec/Park
030	Parks, Recreation, and Community Facilities	03025	Fisher Rec/Park
030	Parks, Recreation, and Community Facilities	03026	G.H. Reid Rec/Park
030	Parks, Recreation, and Community Facilities	03027	Hickory Hill Rec/Park
030	Parks, Recreation, and Community Facilities	03028	Thomas Smith Rec/Park
030	Parks, Recreation, and Community Facilities	03029	Westover Hills Rec/Park
030	Parks, Recreation, and Community Facilities	03030	Parks&Rec-Eastend Rva
030	Parks, Recreation, and Community Facilities	03031	Chimborazo Rec/Park
030	Parks, Recreation, and Community Facilities	03032	Creighton Ct Rec/Park
030	Parks, Recreation, and Community Facilities	03033	Lucks Fields/Gill Center
030	Parks, Recreation, and Community Facilities	03034	Mosby Court Rec/Park
030	Parks, Recreation, and Community Facilities	03035	Powhatan Hill Rec/Park
030	Parks, Recreation, and Community Facilities	03036	Whitcomb Court Rec/Park
030	Parks, Recreation, and Community Facilities	03037	Southside Regional Park and Community Ce
030	Parks, Recreation, and Community Facilities	03041	Humphrey Calder Rec/Park
030	Parks, Recreation, and Community Facilities	03042	Mary Munford Rec/Park
030	Parks, Recreation, and Community Facilities	03043	Randolph Rec/Park
030	Parks, Recreation, and Community Facilities	03044	Forest Hill Park
030	Parks, Recreation, and Community Facilities	03045	Byrd Park
034	Minority Business Development	03400	Minority Business Development
034	Minority Business Development	03401	MBD-Ombd Administra
034	Minority Business Development	03402	MBD-Bus/Proj Develo
034	Minority Business Development	03403	MBD-Contract Admini
036	Economic & Community Development	03600	Economic & Comm Development
036	Economic & Community Development	03601	Econ Dev-Admin,Finance &

036	Economic & Community Development	03602	Econ Dev-Business Develo
036	Economic & Community Development	03603	Econ Dev-DCAO-Econ&Comm Dev
036	Economic & Community Development	03604	Econ Dev-Financial Strat
036	Economic & Community Development	03605	Econ Dev-Housing & N'Hoo
036	Economic & Community Development	03606	Econ Dev-Asset Managemen
036	Economic & Community Development	03607	Econ Dev-Workforce Devel
036	Economic & Community Development	03610	Economic & Comm Dev Projects/Grants
037	Press Secretary	03700	Press Secretary
037	Press Secretary	03701	Press Secr-Comm, Media Rel
041	Richmond Police Department	04100	Police Department
041	Richmond Police Department	04101	Police-Chief Of Police
041	Richmond Police Department	04102	Police-Dept Of Emergency Communications
041	Richmond Police Department	04103	Police-Administration
041	Richmond Police Department	04104	Police-Support Service
041	Richmond Police Department	04105	Police-Office Of Professional Responsibi
041	Richmond Police Department	04106	Police-Area I
041	Richmond Police Department	04107	Police-Area II
041	Richmond Police Department	04108	Police Department Project/Grants
041	Richmond Police Department	04109	Police-Federal Asset Forfeiture-Justice
041	Richmond Police Department	04112	Police-Emergency Communications
042	Fire & Emergency Services	04200	Fire & Emergency Services
042	Fire & Emergency Services	04201	Fire-Office Of The F
042	Fire & Emergency Services	04202	Fire-Fire Administra
042	Fire & Emergency Services	04203	Fire-Fire Operations
042	Fire & Emergency Services	04204	Fire-Fire Prevention
042	Fire & Emergency Services	04205	Fire-Fire Training
042	Fire & Emergency Services	04206	Fire-Office Of Emerg
042	Fire & Emergency Services	04208	Fire-Ems Safety Unit
042	Fire & Emergency Services	04209	Fire&Emg Serv Projects/Grants
043	Fire & Emergency Services	04300	Department Of Emergency Management
043	Fire & Emergency Services	04301	Emg Mgmt-800 MHZ Bond
043	Fire & Emergency Services	04302	Emg Mgmt-800 MHZ Maintenance
043	Fire & Emergency Services	04303	Emg Mgmt-Nextel Rebanding
052	City Treasurer	05200	City Treasurer
052	City Treasurer	05201	Treasurer - City Treasurer
055	13th District Court Services Unit	05500	Court Services Unit
055	13th District Court Services Unit	05501	CSU-Probation Servi
084	Procurement Services	08400	Procurement Services
084	Procurement Services	08401	Procurement-Procurement Adm
084	Procurement Services	08402	Procurement-Solicitation Pr
085	Mayor's Office	08500	Mayor's Office
085	Mayor's Office	08501	Mayor-Mayor's Office
086	Parking Management	08600	Parking Management

086	Parking Management	08603	Parking Administration
087	Department of Emergency Communications	08700	Department Emergency Communication (DEC)
087	Department of Emergency Communications	08701	Emergency Communication
087	Department of Emergency Communications	08720	Radio Shop-DEC
087	Department of Emergency Communications	08721	Radio Shop-CGS
088	Animal Care & Control	08800	Animal Control
088	Animal Care & Control	08801	Animal Control
089	Office of Community Wealth Building	08900	Office of Community Wealth Building
089	Office of Community Wealth Building	08901	Office of Community Wealth Building-Admi
089	Office of Community Wealth Building	08902	Office of Community Wealth Building-Work
089	Office of Community Wealth Building	08903	Office of Community Wealth Building-Soci
089	Office of Community Wealth Building	08904	Office of Community Wealth Building-Earl
089	Office of Community Wealth Building	08910	Office of Community Wealth Building-Proj
009	City Auditor	00900	Health-Care Costs
009	City Auditor	00901	Health-Care Costs
130		13000	Capital Projects
130		13001	Capital Projects- Projects/Grants
210		21000	Downtown Dev Projects
210		21001	Downtown Dev Projects/Grants
230	Public Works	23000	Buildings Projects
230	Public Works	23001	Buildings Projects/Grants
290	Public Works	29000	Traffic Control Capital Projects
290	Public Works	29001	Traffic Control Project/Grants
291	Public Works	29100	Streets Capital Projects
291	Public Works	29101	Streets Projects/Grants
292	Public Works	29200	Bridge and Viaducts Capital Projects
292	Public Works	29201	Bridges and Viaducts Projects/Grants
294	Public Works	29400	VDOT Uban Projects
294	Public Works	29401	VDOT Urban Streets Projects/Grants
294	Public Works	29451	VDOT Urban Bridges Projects/Grants
306	Cemeteries	30600	Cemeteries
306	Cemeteries	30601	Cemetery Maury Cemetery
306	Cemeteries	30602	Cemetery Mt Olivet Cemet
306	Cemeteries	30603	Cemetery Oakwood Cemeter
306	Cemeteries	30604	Cemetery Riverview Cemet
306	Cemeteries	30605	Cemetery Shockoe Cemeter
306	Cemeteries	30606	Cemetery Barton Heights
306	Cemeteries	30607	Cemetery St John'S Cemet
500		50000	Redevelopment And Conservation
500		50001	Redev & Conservation Projects/Grants
790	Non-Departmental	79000	Non Departmental
790	Non-Departmental	79033	Non Depart-311 Call Center

790	Non-Departmental	79047	Non Depart-Boulevard Reloc
790	Non-Departmental	79067	Non Depart-Vha/Rnh Subsidy
790	Non-Departmental	79083	Non Depart-Retirees Health Care
792	Non-Departmental	79213	Clean City Commission
900	Department of Public Utilities	90002	Operations Support
910	Department of Public Utilities	91000	Stormwater
910	Department of Public Utilities	91002	Stormwater Maintenance
920	Department of Public Utilities	92000	Water Purification
920	Department of Public Utilities	92001	Water Operations
920	Department of Public Utilities	92002	Water Maintenance
930	Department of Public Utilities	93000	Wastewater
930	Department of Public Utilities	93001	Wastewater Operations
930	Department of Public Utilities	93002	Wastewater Maintenance
940	Department of Public Utilities	94000	Natural Gas Distribution and Constructio
940	Department of Public Utilities	94002	Natural Gas Distribution and Constructio
960	Department of Public Utilities	96001	Technical Services
970	Department of Public Utilities	97001	Energy Services
980	Department of Public Utilities	98001	Customer Service
990	Department of Public Utilities	99000	DPU Administration
990	Department of Public Utilities	99001	DPU Administration
990	Department of Public Utilities	99002	Administration-Other Financial