

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
January 25, 2010**



Request for Proposal J10113-1
City of Richmond Swimming Pool Repairs – A/E Services

Due Date: February 17, 2010
Time: 3:30P.M.

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

Request for Proposal Prepared by:

Name: Oscar Knott, VCO

Title: Contract Specialist

Telephone (804) 646-7499 Fax (804) 646-5989

Email: joseph.knott@richmondgov.com

Department of Procurement Services

www.RichmondGov.com/business/bids_proposals

Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP J10113-1.

My signature warrants that I have not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm 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.

My signature also certifies that this 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 of Richmond, and that there are no principals, officers, agents, employees, or representatives of this 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 of Richmond, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Richmond.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Order from Address:

Remit to Address

Fed ID No.:

***Virginia License Number**

Signature:

Name (type/print):

Title:

Telephone:

() _____ **Fax No.:** () _____

EMAIL:

Date:

To receive consideration for award, this signature sheet should be return to the Department of Procurement Services as it shall be a part of your response.

* Please note that 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

STATEMENT OF NO OFFER

Offerors not submitting an offer for the commodity or service requested must fax this form to the Procurement Office at (804) 646-5716 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Procurement Official responsible for this solicitation **at least five (5) business days prior to the solicitation closing date.**

RFP#: _____ Service: _____

Decline 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:

Contractor'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.

Company Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

PART I
STATEMENT OF NEEDS

1.0 Introduction.

1.1 Purpose.

The City of Richmond (the “City”) is seeking responses to this Request for Proposals for the services of an experienced and professionally qualified design firm to provide comprehensive design services required to refurbish three outdoor swimming pools located at various locations throughout the City. Proposing design firms shall have the necessary experience, resources, and demonstrated ability to deliver the design services for the Project on time, within budget, and with high quality.

1.2 Background.

The City’s Department of Parks, Recreation and Community Facilities is responsible for the maintenance and operation of multiple community pools located in the City. Currently, the Battery Park Pool, Bellemeade Pool, and Fairmount Pool are in need of repairs.

1.3 Points of Contact.

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

Oscar Knott, VCO
Contract Specialist
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Telephone: (804) 646-7499
Fax: (804) 646-5989
E-Mail: joseph.knott@richmondgov.com

1.3.2 Technical Representative. The City’s Technical Representative’s contact information for this contract will be provided to the successful proposer upon contract award.

1.3.3 Contact before Award. In accordance with the City’s No Contact Policy (see Part II (“INSTRUCTIONS TO OFFERORS”), section **1.3** (“NO CONTACT POLICY”)) no Offeror shall communicate with the Technical Representative on any matter relating to this solicitation prior to award of the contract.

2.0 **Requirements and Deliverables.**

2.1 **General Requirements.**

2.1.1 **Responsible Personnel Qualifications.** The person having overall responsibility for the project management and coordination of disciplines must be a Professional Architect/Engineer, registered and licensed by the Virginia Department of Professional and Occupational Regulation in accordance with requirements of the Code of Virginia.

2.1.2 **Delivery.** Each deliverable shall be delivered in a timely manner and in accordance with the contract schedule to the Technical Representative. The complete construction project plans and specifications shall be completed no later than eight (8) weeks after receiving contract award and Notice to Proceed.

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

2.2 **Scope of Work.**

The selected design firm shall undertake in the following Scope of Work including but not limited to:

- A. Preparation of design plans and specifications for the refurbishment of the three community pools.
- B. Construction cost estimates at 50% and 100% Construction Documents. Cost estimates shall be submitted in a Schedule of Values format.
- C. Coordinate with the City's Permitting Division to verify design meets any and all permitting requirements.
- D. Provide project construction bidding support.
- E. Provide complete design services support during the construction phase.
- F. Provide Construction Administration services for the duration of the construction project to include but not limited to submittal review, RFI processing, site visits, change order review and approval, payment request review and approval, etc.
- G. Provide paper and electronic drawings and technical specifications (Autodesk AutoCAD 2007 compatible and PDF) with the submission of each cost estimate, the Construction Documents, and the "As Built" documents.

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.

- 3.1 **Tab 1 – Signed Forms and MBE/ESB Participation.** This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement and Office of Minority Business Development Forms included with this Request for Proposals.
- 3.2 **Tab 2 – Statement of the Scope.** In concise terms, state the Offeror’s understanding of the scope of work presented by the RFP.
- 3.3 **Tab 3 – Executive Summary.** This tab should provide a brief summary of the proposal’s contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.
- 3.4 **Tab 4 – Key Personnel.** This tab should include the résumés or curriculum vitae of the offeror’s key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposals. For each key person identified by the offeror, this tab should include the following information, provided in résumé format:
- 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.
- 3.5 **Tab 5 – Offeror History.** This tab should include a comprehensive narrative history of the firm, including the development of its experience in providing design services and the depth of resources to provide the design services solicited by this Request for Proposals. Explain the size of your firm, including years in business, office locations and legal structure.
- 3.6 **Tab 6 – Qualification, Experience, and References.** Provide information pertaining to the proposed services, including the following:
- A. A list of projects of a similar nature that your firm has completed or is currently working, with references to include:
 - 1. Description of the Scope and Nature of the Project
 - 2. Contact persons and telephone numbers
 - 3. Project design and construction time tables with details provided regarding the ability to meet design and construction schedules
 - 4. Project design and construction budgets with details provided regarding the ability to work within budget constraints

5. Number of Construction Change Orders and resultant time and cost impact.
 - B. Provide a list and description of any litigation to which your organization is now a party or to which it has been a party during the most recent ten years, indicating the name and address of the adverse party's counsel and his or her telephone number.
 - C. Present a plan of action, which you propose to implement to achieve the participation of Minority Business Enterprises. It is the policy of the City to encourage minority participation in all City contracts. To implement this policy that encourages minority participation through subcontracting, joint ventures, and other methods in contracting for services.
- 3.7 **Tab 7** – This tab should include the names, addresses and telephone numbers of at least five other local governments or private entities with whom the offeror has performed projects of similar size and nature for 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.
- 3.8 **Tab 8 – Project Approach.** This tab should describe in detail the offeror's proposal for providing the design services solicited by this Request for Proposals.
- 3.9 **Tab 9 – 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.
- 3.10 **Cost and Pricing.**
- 3.10.1 **No Price Proposal.** Pursuant to City Code § 74-72(b) (*see also* Va. Code § 2.2-4301), this Request for Proposals does not request that offerors furnish estimates of man-hours or costs for services with the offeror's proposal.
- 3.10.2 **Negotiation of Pricing Arrangements.**
The Offeror selected for final contract negotiation and award through the qualification based evaluation process will be requested to submit a price proposal for the project. This price proposal shall provide specific cost information as may be detailed in the negotiations phase notification or price proposal request that will be

sent to the selected Offeror. The price proposal shall be due within five (5) business days of the request and in summary shall provide detailed cost information and breakdowns for each discipline of work and subcontractors for each phase of work.

The offeror shall not be required to nor should they submit billing rates, estimates of man-hours or other information pertaining to cost of services until requested by the City in the final contract negotiation stage.

- 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:

Available Points

A. Firm Past Overall Experience and Performance..... 25 Pts.

This criterion considers (i) the offeror's past performance on any City contracts, (ii) the results of reference checks and (iii) the offeror's experience in providing the services solicited by this Request for Proposals as set forth in the offeror's proposal.

B. Approach and Methodology..... 25 Pts.

This criterion considers both the qualifications of the offeror's personnel and overall team that offeror proposes to assign to provide the services solicited by this Request for Proposals and the detailed delivery plan that the offeror proposes to use in performing the services solicited by this Request for Proposals.

C. Completeness and Compliance with Requirements 15 Pts.

This criterion considers the extent of the offeror's compliance and willingness to comply with all of the terms, conditions and other requirements of the Request for Proposals and resulting contract.

D. Related Pool Renovation Experience 25 Pts.

This criterion considers the offeror's previous and current experience with comprehensive design and construction administration of pool renovation projects.

E. Accessibility (see City Code § 74-73)..... 10 Pts.

Total Available Evaluation Points 100 Pts.

END OF STATEMENT OF NEEDS

PART II

INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Incorporation of City Policies and Procedures. This Request for Proposals is subject to the provisions of Chapter 74 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 (10) business days prior to the closing date to:

Oscar Knott, VCO
Contract Specialist
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Phone: (804) 646-7499
Fax: (804) 646-5989
E-mail: joseph.knott@richmondgov.com

If submitting an inquiry by facsimile transmission, the offeror should notify the Procurement Officer by telephone that the person is faxing the inquiry. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Procurement Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

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

1.2.3 Addenda. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an offeror fails to acknowledge any addendum that (i) has a material

effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 **No Contact Policy.** Any contact with any City 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 **Pre-Proposal Meeting.** No Pre-Proposal Meeting is scheduled.

1.5 **Other Documents.** The Statement of Needs and the Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The 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.

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

1.6.1 **Prohibition.** City Code § 74-348(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.

1.6.2 **Definition.** For purposes of this section 1.6, the word "prepares" has the meaning set forth in City Code § 74-348(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.

1.6.3 **Disqualification and Waiver.** Pursuant to City Code § 74-348(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.

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

1.6.5 **Appeal of Disqualification.** In accordance with City Code § 74-348(d), any person who has been disqualified pursuant to this section 1.6 and City Code § 74-348 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 74-193 or by instituting legal action as provided in City Code § 74-194.

2.0 **Preparation of Proposals.**

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

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

- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is a firm or corporation, the offeror must show the title of the individual executing the proposal and a resolution authorizing the individual to sign the proposal and any subsequent contract.
- 2.4 **MBE/ESB Participation.** *(DELETED)* It is the policy of the City to encourage minority participation in all City contracts. To implement this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. In the proposal evaluation process, up to 30 points will be given to those proposals that have the most substantial degree of minority business enterprise and emerging small business participation. In order to expedite the evaluation process, we have attached the Participation Commitment Minority Business Enterprise and Emerging Small Business form. The offeror should complete this Commitment Form, indicating the percentage of participation for this Request for Proposals. The completed form must accompany the proposal, or the offeror will forfeit the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation in the evaluation criteria.
- 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 § 74-47 (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 or any interested person, firm or corporation, 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 § 74-5(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

this section 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.

- 2.8 **Use of Brand Names.** Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, 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.
- 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.** An exception is any condition, limitation, 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. Exceptions typically count against an offeror during the evaluation process and may even result in the City declaring the offeror's proposal to be non-responsive. However, any exceptions taken must refer to the specific language of the Request for Proposals to which the offeror objects and must be included with the offeror's proposal under a separate tab. The City shall be entitled to assume that the absence of any exceptions constitutes the offeror's willingness to comply with all requirements of all parts of the Request for Proposals.
- 3.0 **Warranties and Representations of Offeror.**
- 3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.
- 3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Richmond City Charter, or the Richmond City Code (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal

and (iv) it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of City Code §§ 74-341—74-352 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to offerors, contractors and subcontractors apply to this project. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the offeror and the offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

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

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

3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, or partners 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.

4.0 **Submission of Proposals.**

4.1 **Copies.** Offerors should submit an original (so marked) and six copies of their proposals, signed by the offeror's contractually binding authority.

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

Proposal for
Request for Proposals No.
Name of offeror
Address of offeror
Receipt and Closing Date:

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

Oscar Knott, VCO, Team Leader, Design/Construction
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

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

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

- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before February 17, 2010 at 3:30 p.m. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Procurement Officer shall not be considered a violation of this section.

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

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

- 4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned. However, if any portion of the proposal is marked "proprietary," is highlighted and otherwise meets the requirements of section 74-5 of the Code of the City of Richmond, the City will return such portion after award of the contract, if the offeror so requests and at the offeror's expense. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary may render the proposal non-responsive.

5.0 **Evaluation and Selection Process.**

5.1 **Opening of Proposals.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals, if responsive, will then be forwarded to the using agency and Evaluation Committee to initiate the review and selection process. Responses received after the date and time specified in section 4.5 (“Closing Date”) will be deemed non-responsive and will be returned unopened.

5.2 **Initial Evaluation of Proposals.** An evaluation committee (the “Evaluation Committee”) composed of City employees will review the proposals submitted by each offeror. The Evaluation Committee will score each proposal based on the evaluation and selection criteria set forth in the Request for Proposals. The City intends that this scoring result in the selection of two or more offerors deemed fully qualified, responsible and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services for discussions in accordance with section 5.3 (“Discussions with Offerors”). The City reserves the right to conduct any test it deems advisable and to make all evaluations pursuant thereto it deems necessary.

5.3 **Discussions with Offerors.** The City shall engage in individual discussions with two or more offerors deemed in the evaluation conducted under section 5.2 (“Initial Evaluation of Proposals”) fully qualified, responsible and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services. The City may engage in repetitive informal interviews with offerors. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information submitted by competing offerors pursuant to City Code § 74-5(f) / Va. Code § 2.2-4342(F) shall not be disclosed to the public or to competitors. (City Code § 74-72(b) / Va. Code § 2.2-4301.)

5.4 **Final Ranking of Offerors.** At the conclusion of the discussions outlined in section 5.3 (“Discussions with Offerors”) and on the basis of the evaluation and selection criteria set forth in the Request for Proposals and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. (City Code § 74-72(b) / Va. Code § 2.2-4301.)

5.5 **Conduct of Negotiations.** Negotiations shall be conducted beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price the City considers fair and reasonable, the City shall award the contract to that offeror. Otherwise, negotiations with the offeror ranked first shall be

formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. However, should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. (City Code § 74-72(b) / Va. Code § 2.2-4301.) Notwithstanding the preceding, if the City chooses to make multiple awards under this Request for Proposals in accordance with Section 6.1.2 (“Multiple Award”) of Part II (“Instructions to Offerors”) of the Request for Proposals, the City may negotiate contracts simultaneously with more than one offeror.

- 5.6 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror’s failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to deem the offeror’s proposal to be non-responsive. If not destroyed and upon request at the time of submission, the City will return samples at the offeror’s expense.
- 5.7 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.
- 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 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
- 6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest. The City reserves the right to negotiate with the selected offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.
- 6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

- 6.4 **Notice of Award.** Following the selection of an offeror and the signing of a contract, the Procurement Officer will notify those offerors whose proposals are not selected of the name of the selected offeror. Offerors should note that it may take up to two months to award this Contract.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contract Specialist and furnish the insurance documents required by the Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City's representatives will then sign the contract.

END OF INSTRUCTIONS TO OFFERORS

PART III

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 at the completion of the construction of the project being designed, unless terminated earlier in accordance with the provisions of this Contract or if more time is required as demonstrated in an approved project schedule submitted the Contractor.

1.2 Contract Extension. (*DELETED*) The City reserves the right to extend this Contract for one or more periods to allow completion of any work undertaken but not completed during the original term of this Contract.

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. The provisions of City Code § 74-349 (*see also* Va. Code § 2.2-4374) concerning the purchase of building materials, supplies or equipment from architects and engineers apply to this Contract.

2.4 Century Compliance. The Contractor warrants that the hardware, software and firmware products, provided for the City's use 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.

2.7.3 Assistance Available. The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for information about a grant-sponsored program to assist the Contractor in developing a drug-free workplace policy.

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 74-74 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 personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.
- 2.11 **Work Product.**
 - 2.11.1 **City Data and Material.** 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.
 - 2.11.2 **Ownership of Work Product.** For purposes of this section, drawings, specifications and other documents, whether in paper, electronic or other media, prepared by the Contractor in order to perform the services required under this Contract are referred to as the "Instruments of Service." The Contractor shall be deemed the author and owner of the Instruments of Service until such time as payment is made therefor, at which time the City shall become the owner of the Instruments of Service. 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. The City, upon making payment for the Instruments of Service, shall have full and exclusive rights to use the Instruments of Service in any manner not inconsistent with state law. The Contractor shall not use the Instruments of Service on any other work or release any information about the Instruments of Service without the express written consent of the City.
 - 2.11.3 **Work Product Submission.** Drawings, specifications and other documents shall be provided to the City in a hard copy format as well as an electronic copy format. Electronic format will vary depending upon the request from the City but shall be either PDF format or AutoCAD format.

- 3.0 **Payment.**
- 3.1 **Basis.** 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 Statement of Needs and the Contractor's final proposal.
- 3.2 **Schedule.** The Contractor shall invoice the City monthly for the services performed under each Project Task Order as set forth in the Project Task Order.
- 3.3 **Terms.** The City shall pay the Contractor as follows: Net 30 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 in four copies identifying each item billed as well as both the Price Agreement Release Number and the Price Agreement Number. All invoices submitted by the Contractor shall 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.
- 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 EDI.**

Prior to the City's execution of the Contract, the Contractor shall execute and furnish the City with an EDI Payment Agreement for Contractors in the form attached to this solicitation in order to facilitate the City's payment, at its option, of any or all amounts due under this Contract through electronic data interchange.

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall defend, hold harmless and indemnify the City from and against any and all liability for damage arising out of the negligent acts, errors or omissions, recklessness or intentional wrongful conduct of the Contractor in the performance of this Contract. Further, the Contractor shall assume the entire responsibility and liability for any and all damages arising out of any negligent acts, errors or omissions, recklessness or intentional wrongful conduct of the Contractor or any subcontractors, agents or employees thereof in the performance of this Contract. The Contractor shall hold harmless and indemnify the City and any agents, volunteers, servants, employees and officers thereof against liability, including but not limited to court costs and attorneys' fees, which either or both of them may suffer, pay or incur as the result of any claim or legal action arising out of any negligent acts, errors or omissions, recklessness or intentional wrongful conduct by the Contractor in the performance of this Contract. 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 the City shall not 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 named as an additional insured, except on any errors and omissions or professional liability insurance.
- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 45 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 naming the City and its officers, employees, agents and volunteers as an additional insured for each policy 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 named as additional insured as required by the Contract and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 45 days' written notice to the City. All certificates of insurance shall show the City's Contract Number.

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) Professional Liability (i.e., Errors and Omissions) Insurance with limits of not less than \$1,000,000 per claim.

5.0 **Assignment, Delegation and Subcontracting.**

5.1 **By City.** The City may assign its rights or delegate its 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 City's intent 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 City's satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City's 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 reimbursable costs submitted by the Contractor and approved by the City up to the time of termination and 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 shall be delivered at least 90 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.

6.3.2 Effect. Upon such termination, the City shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the City up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and 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.

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 either 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 either 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 Director of Procurement Services no later than 60 calendar days after final payment. (See City Code § 74-192(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 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 § 74-192 shall govern the consideration of contractual claims. The 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 § 74-192(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 § 74-193 or institute legal action as provided in City Code § 74-194 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the 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 § 74-192(c); *see also* Va. Code § 2.2-4363(D).)

- 7.3.5 **Finality of Decision.** The decision of the 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 § 74-193 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 74-194. (See City Code § 74-192(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 § 74-192(e).)
- 7.4 **Alternative Dispute Resolution.** The 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 § 74-195; *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. In cases where the Contractor maintains multiple offices, 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 either 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 Contractor and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the City regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, or otherwise changed except in the form of a City Contract Supplement signed by the authorized representatives of the Contractor and the City 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 either 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 City's Contract Number 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

And

City Technical Representative - TBD

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

END OF TERMS AND CONDITIONS

APPENDIX OF FORMS

1. Sample Contract
2. Minority Business Enterprise / Emerging Small Business Forms
3. Vendor Performance Report
4. ACH-Direct Deposit Form

**CITY OF RICHMOND
GOODS AND SERVICES CONTRACT**

This Contract, dated this <DATE> day of <MONTH>, <YEAR> (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 **(description of service)**.

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 first to last:
 - 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 Contractor’s Final Revised Proposal dated <DATE>.
 - D. The Statement of Needs attached to the Request for Proposals (as modified by any addenda).
 - 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 in three counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

For the CONTRACTOR:

For the CITY:

By: _____
(signature in ink) Date

By: _____
Date

Director of Procurement Services

(typed name)

(typed title)

ATTEST: _____
Date

IF A CORPORATION, AFFIX CORPORATE SEAL



City of Richmond

Consultant Performance Evaluation

Consultant/Vendor Name:		Date of Evaluation:		
Project Name:	Consultant/Vendor PM Name:		Contact Phone No.:	
Project Location:	City of Richmond PM Name:		Contact Phone No.	
Contract/PG Number:	Type of Contract: ☐ Annual Consultant Assignment ☐ Single Contract			
	Consultant Work Type: ☐ Study ☐ Design ☐ Training ☐ Other			
Amount of Original Contract \$	No. of CO(s)	Amount of CO(s) \$	Total Contract Amt. \$	% Change %
Date of Project Approval:	Scheduled Completion:	Actual Completion:	Days Late (Early):	
Reason for Change Order				
Brief description of work				

Performance Scoring Criteria:	Performance Description	Score Range
Select from the score ranges and descriptions listed to the right for all areas evaluated for each consultant. Scores may be given in tenths of a point. Rating shall be based on the facts and documentation and not personal prejudices. The rating must be reviewed with the consultant.	• Excellent	5
	• Good	4
	• Satisfactory	3
	• Fair	2
	• Poor	1
	• Not Applicable	N/A

OMBD Criteria		
Goal Set by OMBD: %	Goal Proposed by Vendor: %	Goal Obtained: %

I. Responsiveness & Cooperation	Comment	Score
1. Adherence to Contract and Scope of Work		
2. Application of Specifications & Standards		
3. Responsiveness towards City & work (time response, easy to contact)		
4. Responsiveness towards public & stakeholders		
5. Cooperation with City/PM		
6. Cooperation with other agencies, firms, VDOT, etc		
Average Score (Total Score/ Number of criteria rated)		

Comments:

II. Organization & Management	Comment	Score
1. Adequacy of personnel.		
2. Quality/ability of personnel		
3. Adequacy of supervision & management		
4. Quality/Ability of supervision & management (Quality control procedures)		
5. Quality of supervision of sub-consultant		
Average Score (Total Score / Number of sub-criteria rated)		

Comments

III. Work Performance	Comments	Score
1. Initiation of work in a timely manner		
2. Diligent prosecution of work		
3. Completion of tasks on time		
4. Completion of work within budget		
5. Quality of Design – meets functional expectation & the goals		
6. Responsiveness to review comments		
7. Completeness of interim/final submissions		
8. Quality of interim/final submissions		
9. Technical competency & proficiency of firm and staff		
10. Provided creative cost & schedule control measures		
Average Score (Total Score / Number of sub-criteria rated)		

Comments

IV. Utilization of DBE/WBE/Sub-consultants	Comment	Score
1. Assignment of tasks/goals as agreed		
2. Coordination with Prime/sub-consultants		
Average Score (Total Score / Number of sub-criteria rated)		

Comments

V. Overall Rating of the Consultant/Vendor

Consultant/Vendor Overall Score:

City of Richmond Comments

Consultant/Vendor Comments:

VI. Signatures

	Printed Name	Signature	Date
City Project Manager			
Consultant*			
OMBD Representative			
Division/Department Manager			

Original signed copy to: Procurement; Department Director/Deputy Director; OMBD Office

- Forms to be signed by office manager/principal in the firm
- Consultant retains a copy when signing

** - Indicates that scores have been discussed with the City. The signature does not indicate that the signatory representative is in agreement with the scores shown.*

I. Responsiveness & Cooperation (Ready to go extra yard or do what it takes to complete the task on time by taking initiative)

1. Adherence to Contract and Scope of Work
(Satisfactory-Consultant fulfills contract scope and completes all deliverables in accordance with proposal)
2. Application of Specifications & Standards
(Satisfactory-Consultant work product is consistent with and employs applicable standards & specifications)
3. Responsiveness towards City & work (time response, easy to contact)
(Satisfactory-Consultant consistently provides project updates and is easily contacted, promptly returning calls and E-Mails)
4. Responsiveness towards public & stakeholders
(Satisfactory-Consultant is open and receptive to input from stakeholders and incorporates feedback into design as fitting)
5. Cooperation with City/PM
(Satisfactory- Consultant is open and receptive to input from PM and incorporates/provides feedback as fitting)
6. Cooperation with other agencies, firms, VDOT, etc
(Satisfactory- Consultant is open and receptive to input from agencies and incorporates/provides feedback as fitting)

II. Organization & Management (Only Prime will be rated but Prime is responsible for Org & Management of sub-consultants)

1. Adequacy of personnel.
(Satisfactory-Consultant provides sufficient manpower to complete work within scheduled timeframe)
2. Quality/ability of personnel
(Satisfactory- Staff working on the project is qualified, experienced, and certified/licensed for the work being performed)
3. Adequacy of supervision & management
(Satisfactory-Consultant fulfills contract and completes all deliverables in accordance with proposal under expert supervision)
4. Quality/Ability of supervision & management (Quality control procedures)
(Satisfactory- Consultant's management personnel are cooperative, open, and skilled in providing oversight and control of project development; deliverables are reviewed for quality minimizing comments or repetition of comments)
5. Quality of supervision of sub-consultant
(Satisfactory- Consultant's management personnel are skilled in providing oversight and control of sub-consultants)

III. Work Performance

1. Initiation of work in a timely manner
(Satisfactory-Consultant starts work within timeframe indicated by contract)
2. Diligent prosecution of work
(Satisfactory-Consultant continuously performs work without interruption during the duration of the contract; followed thru for all commitments keeping your project a priority)
3. Completion of tasks on time
(Satisfactory-Consultant fulfills contract within scheduled timeframe contained in proposal for major milestones and approved change orders)
4. Completion of work within budget
(Satisfactory-Consultant fulfills contract within budgeted amount contained in proposal and approved change orders)
5. Quality of Design – meets functional expectations & goals
(Satisfactory-Consultant design provides sufficient information for construction and the design fulfills project objectives)
6. Responsiveness to review comments
(Satisfactory-Consultant readily incorporates feedback into design in a timely manner)
7. Completeness of interim/final submissions
(Satisfactory-Consultant's interim/final submissions are complete and detailed sufficiently as proper for the level of submission)

8. Quality of interim/final submissions
(Satisfactory- Consultant's interim/final submissions are complete and sufficiently error free as proper for the level of submission)
9. Technical competency & proficiency of firm and staff
(Satisfactory-Consultant firm and staff demonstrates technical skills and abilities commiserate with their level)
10. Provided creative cost & schedule control measures
(Satisfactory-Consultant has provided value added measures to enhance project cost, delivery, or schedule)

IV. Utilization of DBE/WBE/Sub-consultants

1. Assignment of tasks/goals as agreed
(Satisfactory-Consultant fulfills contract requirements for DBE participation as proposed)
2. Coordination with Prime/sub-consultants
(Satisfactory-Consultant provides adequate guidance, oversight, and uses sub-contractors appropriately)



EDI Payment Agreement for Contractors

This Agreement is entered into as of this _____ day of _____, 20____ between the City of Richmond, Virginia ("City") and _____ ("COMPANY").

COMPANY hereby authorizes the City to make payments for goods and services covered by any agreement between the City and COMPANY (the "Business Agreements") by utilizing, at the City's option, electronic data interchange ("EDI"). COMPANY acknowledges and agrees that the provisions in the Business Agreements governing the method and timing of payment shall be amended to the extent provided in this Agreement.

An EDI payment from the City to COMPANY shall be considered timely if the payment is completed in accordance with Richmond City Code § 74-9 / Virginia Code § 2.2-4352. If the EDI payment cannot be completed on such date, the City's payment is timely if the funds transfer is completed on the next business day. The EDI payment shall be deemed completed when COMPANY's Depository Institution has accepted the payment order within the meaning of Article 4A of the Uniform Commercial Code (i.e., Virginia Code tit. 8.4A). The City may not use an EDI payment to affect an accord and satisfaction without COMPANY's written consent thereto. The Electronic Payment Information Form is an integral part of this Agreement.

COMPANY understands and acknowledges that the City will deliver the remittance data to COMPANY's designated Depository Institution.

COMPANY shall provide the City written notification of any change in the depository institution, payment instructions, or remittance data instructions at least 15 days in advance of such change. Such notification shall be delivered to the City's Department of Finance via:

- Fax to: (804) 646-5409, or
- U.S. Mail to: City of Richmond Department of Finance, Assistant City Controller, 900 East Broad Street, Room 1004, Richmond, Virginia 23219.

A "Trading Partner Notification of Change" form can be printed from the website of the Department of Finance (www.richmondgov.com/departments/finance), the changed information filled in, and the form faxed or mailed to the fax number or address above, respectively.

In the event of duplicate payment, overpayment, fraudulent payment, or payment made in error, COMPANY agrees to return any such payment to the City, after the City first provides information to COMPANY documenting any duplicate payment, overpayment, fraudulent payment, or payment in error. Any return shall, at COMPANY's option, be made by EDI payment in accordance with the rules of the National Automated Clearing House Association, or by check.

The City shall be responsible for making all payments required pursuant to the Business Agreements and for any loss of payment prior to the point at which COMPANY's Depository Institution shall have accepted the payment order, except that COMPANY shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided by COMPANY herein, or any subsequent changes thereto. The City shall bear any other loss, except to the extent that such loss arises by reason of the negligence or willful misconduct of COMPANY. In the event that payment timely initiated by the City has not been received by COMPANY by the due date thereof because of failure or delay by the funds transfer system or rejected by COMPANY's bank, the City shall pay COMPANY as soon as practicable after such failure or delay is discovered, and the City shall not be in breach of the Business Agreements for failure to make payment.

Each party shall bear the respective fees and other charges assessed by its designated banks and third party service providers.

Each party may terminate this Agreement upon 30 days notice to the other, but this Agreement will remain in effect as to all funds transfers that have been initiated by the City and not canceled prior to termination hereof. In the event of any inconsistency between this Agreement and any other Business Agreement addressing the subject matter of this Agreement, this Agreement shall control.

This Agreement is governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

COMPANY: _____

Signature: _____

Print Name: _____

Title: _____



PARTICIPATION COMMITMENT MINORITY BUSINESS ENTERPRISE AND EMERGING SMALL BUSINESS

COMPANY DATA	COMPANY NAME		CONTRACT BID NAME / NO.	
	CONTACT NAME	PHONE	FAX	EMAIL
	LICENSE NO.	LICENSING JURISDICTION	FED ID NO. / SSN	

It is the City of Richmond policy to increase minority/emerging small business participation on all City contracts. To that end, vendors are encouraged to commit to providing business opportunities to MBE/ESB firms as defined below. If you decide not to make a commitment, please indicate this by entering a '0' in the TOTAL % box below. Please complete and return this form with your bid/proposal/contract. MBE/ESB may participate as subcontractors, vendors and/or suppliers. The bidder must indicate the MBE/ESB it intends to utilize in this contract as follows:

MINORITY / EMERGING SMALL BUSINESS COMMITMENTS	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	% OF WORK	OR ESB ENTER CODE FOR OWNERSHIP FOR EACH MBE OR ESB (SPECIFY BELOW)	OWNED BY
	ADDRESS	FED ID NO. / SSN				
1						
2						
3						
4						
5						
6						
IF OWNED TYPE "OTHER" SPECIFY HERE:				TOTAL % ➔		

DEFINITIONS	EMERGING SMALL BUSINESS	MINORITY BUSINESS ENTERPRISE
	A business that (1) has been certified by the Office of Minority Business Enterprise 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.	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.

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
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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
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SEE REVERSE SIDE FOR INSTRUCTIONS/DEFINITIONS

CONTRACTOR/SUBCONTRACTOR		SHEET	LAST YEAR	DATE SUBMITTED
PROJECT NAME		OF	CITY OF HOUSTON	
CONTRACT NO.				

[illegible]

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.
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) 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 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.