

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
December 29, 2011**



**Request for Proposal #Z12108-1
Business Process Re-engineering Plan**

**January 30, 2012:
Time: 3:30P.M.**

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

Optional Pre-proposal Conference:

Date: January 13, 2012

Time: 1:00 pm

Location: City Hall

**900 East Broad Street, 11th Floor – Room 1104
Richmond, VA. 23219**

Request for Proposal Prepared by:

Name: Zeborah Massenburg, VCO

Title: Contract Specialist

Telephone (804) 646- 1874 Fax (804) 646-5989

Email: zeborah.massenburg@richmondgov.com

Department of Procurement Services

<http://richmondvaprocurementrequestproposals.blogspot.com>

Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #Z12108-1.

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 twelve (12) calendar days prior to the solicitation closing date.**

RFP#: Z12108-1

Service: Business Process Re-engineering Plan

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 purpose of this Request for Proposal (RFP) is to solicit sealed proposals for the creation and implementation of a Business Process Reengineering (BPR) Plan. This request is to be procured through competitive negotiation for the purchase of executive level facilitation and senior consulting expertise in all aspects of business process reengineering. The scope of the BPR shall include intake, case management, payment, and reporting of all local, state and federal programs administered by DSS. The project shall also include operational and administrative processes such as financial management, recruitment of staff, training and performance monitoring. The Successful Contractor will work with managers and front line staff from all programs and service areas. The project will develop a new model for reengineered processes that meet the mandated compliances of current state and federal laws and regulations. The project will also provide an assessment of our current local automated system (Harmony) that supports the programs and services and may include suggested customizations, modification to existing and/or additional reports and changes to current processes. This project will also determine the requirements and specifications for an automated system for the electronic storage and retrieval of case documents.
- 1.2 **Background.** In the Commonwealth of Virginia, social services are state-supervised and locally administered. While the Virginia Department of Social Services (“VDSS”) oversees the operation of Richmond’s social services programs, in accordance with the ***Code of Virginia Title 63.2 Welfare***, local departments of social services have some degree of flexibility in implementing the programs and providing benefits and services to residents in their communities.
- 1.3 This form of a structured environment entails state mandated automated systems that have been developed for most of the state/federal programs (TANF, SNAP, Medicaid and soon, Child Care); however, locally owned systems are also required to manage other programs - such as General Relief, Auxiliary Grants and the Comprehensive Services Act. Some inefficiencies exist as a result of having to perform dual data entry as there is no established interface between systems.

2.0 Requirements and Deliverables.

2.1 Points of Contact.

2.1.1 **Contract Specialist.** The City's Contract Specialist for this contract is:

Zeborah Massenburg, VCO
Contract Specialist
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Telephone: (804) 646-1874
Fax: (804) 646-5989
E-Mail: Zeborah.massenburg@richmondgov.com

2.1.2 **Technical Representative.** The City's Technical Representative information will be provided to the successful proposer upon contract award.

2.1.3 **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.

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

2.2 **Scope of Work.** The City of Richmond Department of Social Services ("DSS") is experiencing inconsistencies and inefficiencies in the administrative and service delivery processes throughout the agency. These inefficiencies are impacting the department's ability to meet its performance benchmarks and provide the quality control of their services to the citizens they strive to serve.

2.2.1 DSS has recognized that it is essential to develop a plan that will allow for the continued provision of high quality services to an ever-increasing client base without the guarantee of additional resources. This requires a new workflow model that is seamless and customer-centric, providing citizens with easy access to quality social services and efficient processing.

2.2.2 Since 2008 caseloads have continued to increase in several of our key public assistance programs; but due to the economy and budget constraints, staffing levels have remained constant. High turnover rates and the significant amount of training required for newly hired staff to become proficient in the eligibility determination process places an additional burden on long-term employees to manage the work. It is becoming increasingly more difficult for Frontline staff to manage current caseloads, much less process new applications for services. It is recognized that there are a number of inefficiencies in our existing processes, including inconsistent service delivery for our staff and customers.

2.2.3 Additional inefficiencies are caused by the continued reliance on manual, paper-based processes. The VDSS is making progress with the development of an Online Customer Portal that is scheduled to go live in March 2012. The Customer Portal will provide citizens with the opportunity to complete applications for TANF, SNAP, Medicaid, Energy Assistance and Child Care online. The customer portal will also provide an opportunity for citizens to report and manage changes online; however, this feature will not be available until

June 2012. Additionally, customers will be able to screen themselves for eligibility for many services and benefits, file applications, report changes and manage their accounts online 24 hours per day, 7 days per week. This will eliminate the requirement for a paper application for those that have access to computers. In response to the customer portal process, the City of Richmond will provide computers (Kiosk) in the intake area at the three Social Service locations. This will allow walk-in citizens to access the online application feature through the Customer Portal.

- 2.2.4 The Customer Portal has the potential to radically change the way we operate on a daily basis. Although the City of Richmond Department of Social Services conducts periodic reviews of its processes, there remain newer technologies that would enable us to work more efficiently. We also anticipate that we have continued practices and processes that are no longer a requirement or have become inefficient
- 2.2.5 It is imperative that our business processes through the agency provide more comprehensive support to meet the emergent needs of our clients, to react expeditiously to the myriad of changes required at the state and federal level and that our automated systems are able to provide outcome and expenditure data to local officials.
- 2.2.6 Our funding and staffing levels have remained relatively flat over the past three years, but our caseloads have increased substantially due to the declining economy. This necessitates that we seek ways to streamline our processes and automate as many, or eliminate entirely as many manual processes as possible. The awarded Contractor must be experienced and knowledgeable enough to know what improvements will increase the efficiency of our service delivery and administrative processes in order to enhance customer service and reduce long-term cost. It is anticipated that BPR recommendations may include significant change in current business practices including but not limited to the reorganization of staff.
- 2.2.7 The BPR will include, but are not limited to, the following programs:
 - 1. SNAP, to include the SNAP-Employment Training Program,
 - 2. the TANF cash assistance program including VIEW,
 - 3. General Relief,
 - 4. Medical Services eligibility including Medicaid (Title XIX) and FAMIS (Title XXI),
 - 5. EAP, including Fuel, Crisis and Cooling component,
 - 6. Foster Care (IV-E),
 - 7. Repatriation,
 - 8. Child Care and Development,
 - 9. Adoption,
 - 10. Adult Services,
 - 11. Adult Protective Services,
 - 12. Child Protective Services,
 - 13. Auxiliary Grants – (SSI,SSA),
 - 14. Homeless Services,
 - 15. Services provided under the Comprehensive Services Act.
 - 16. Harmony-Financial / Case management System
 - 17. Finance Administration
 - 18. Fraud

2.2.8 Scope of Organizational Involvement

- 1) Due to the State and Federal mandates being fundamentally changed, this result in a need to modify the way social services programs are administered and supervised. A local government's response to these changes requires innovation and modifications to how social services programs have been historically administered. This has increased the level of services that RDSS must provide to the direct recipients of social services. The initial step shall be to define an effective, efficient comprehensive social services delivery process.
- 2) Defining this delivery process may require getting policy/process consensus with the VDSS. The ongoing scope of involvement of the successful contractor will require interaction with DSS leadership and staff pertaining to hiring practices for all positions ranging from eligibility requirements of social workers, case managers, program managers, administrators and policy makers in this process.

2.2.9 Scope of Process and Programs

- 1) The scope of the Successful Contractor's efforts in this Business Process Reengineering Project deal directly with the process through which residents and businesses access social services for local, state and federal programs.
- 2) The processes within this scope include eligibility of initial or emergency benefits and services, case management, payments, management, and other on-going activities handled by the DSS.
- 3) Additional scope of the successful Contractor's effort in this Business Process Reengineering Project shall include administrative processes such as budget, procurement, financial management, recruitment and selection of staff, performance monitoring and staff training and development.

2.2.10 Activities and Deliverables

- 1) The task of creating a comprehensive and user-friendly architecture for developing a state-of-the-art service delivery system is complex and possesses a diverse set of stakeholders. The successful Contractor must have qualifications and past performance that command attention while demonstrating the understanding and consideration of each of the stakeholders' perspectives.
- 2) Under the direction of the BPR Steering Committee, the Successful Contractor shall engage in series of facilitation sessions with key stakeholders.
- 3) The Offeror shall request a copy of the "As Is" policies from the Contract Specialist assigned to this project prior to the submission of their proposal. The Offeror shall review the "As Is" processes and current policy documentation provided by the Department of Social Services prior to initial assessment and use in the BPR workshop sessions. While the documented information may not always be sufficiently detailed or complete, this approach will make the Contractor more familiar with our environment, plus allow the participant BPR workshop to progress

more quickly. The “As Is” model may be modified and completed in the BPR workshop sessions.

- 4) In order to ensure the project is progressing efficiently, the Successful Contractor shall provide resources to keep the BPR group working effectively and efficiently and on schedule. The successful contractor shall prepare necessary weekly BPR notes, working papers, charts, or other goal setting materials for the group’s use at the next session; including such things as content review, Gantt charts, status of deliverables, etc.).
- 5) The successful contractor will be responsible for the following deliverables:
 - a. Reengineered (To-Be) process model and workflow
 - b. Reengineered (To-Be) business intelligence requirements
 - c. Reengineered (To-Be) functional requirements for electronic storage and retrieval of documents
 - d. Alternate implementation options and associated benefits and correlated risks associated with each alternative
 - e. Documentation of new and/or revised policy recommendations High-level implementation plan providing solutions and/or changes in process(es), workflow(s), technology(ies), organization and work environments broken down into a selection of reasonably sized implementation steps for the most appropriate option chosen by the City
 - f. Communications plan to keep stakeholders informed during the BPR including a communications process that shall carry forward during the implementation phases
 - g. High-level definition of changes required in programs and/ or operational areas outside the scope of the BPR (if the BPR requires such changes.)
 - h. High-level plan showing various models of automated support for new processes and workflows. This may include reengineered or completely new applications and technologies
 - i. Recommendation and plan for short-term or “quick hit” projects providing either business process change or automated support intended to give immediate substantial benefits to RDSS staff and/or client families
- 6) The Successful Contractor’s project manager must work with the DSS’s Contact Person for the BPR to define precise acceptance criteria for each deliverable during project initiation. These criteria will be approved by the BPR Steering Committee. Documentation of all deliverables must be maintained and delivered using software agreed upon by the DSS’s Contact Person.
- 7) Target completion of the portion of this project involving sequestering of BPR workshop participants is April 2012.
- 8) The City’s BPR team will be composed of 25-30 DSS staff (additional subject matter experts may attend as needed) and 2-3 representatives from DIT.

- 9) To effectively involve and gain participation from a wide cross-section of RDSS staff, the Contractor must plan, prepare and present a minimum of five (5) review and input sessions held at locations determined by the BPR Steering Committee. The purpose of these sessions is to review the proposed business processes and gather input to improve these processes. The sessions will be planned strategically to ensure maximum participation. Target completion of the sessions is May 2012.
- 10) Target delivery date for all final reports is June 2012.

2.2.10.1 Project Management and Methodology Requirements

- 1) In addition to the executive level facilitators and senior consulting experts referred to in Section I above, the successful contractor must provide a project manager with experience in at least two (2) previous BPR projects involving Human Service agencies.
- 2) All members of the Successful Contractor's team shall report to the BPR project manager for day-to-day oversight and guidance.

2.2.10.2 Qualifications

- 1) The Contractor must have specialized experience in business process reengineering projects in the government sector within social and/or human services. Preferences will be given to Offerors who have documented experience with successful completion of BPR projects in government social services areas, with successfully established project plans that crossed entire organizations, highlighting multiple business programs similar in size, complexity, and governance as the City of Richmond.
- 2) Preferences will be given to the Offerors who provide a full-time Project Manager with a proven work history of successful & timely completion of BPR projects, also meeting the previously stated criteria, per above paragraph 1.
- 3) The successful Contractor must have demonstrated competency in performing the services defined in the Scope of Work, Section III, and a successful history of engagements providing similar services.

2.2.10.3 Other

- 1) All work shall be done in the Richmond, Virginia, metropolitan area on a standardized Monday through Friday basis (8am through 5pm).
- 2) The City of Richmond Department of Social Services will provide meeting room space for the BPR Work sessions.
- 3) Administrative expenses (travel, meals, etc.) are not encouraged and shall not exceed 2.5% of the total value of the contract.

4) Payment terms shall be as follows,

- i. 25% upon delivery and agency approval of the “AS IS” assessment draft
- ii. 25% upon delivery and agency approval of the “TO BE” proposed plan
- iii. 25% upon agency approved start of implementation
- iv. 25% upon accepted delivery of the Final completed Transition Plan

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.** 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 extensive knowledge in business process re-engineering solutions specific to the field of human and/ or social services and the depth of resources to provide the business process re-engineering solutions 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 – References.** This tab should include the names, addresses and telephone numbers of at least five other local governments with whom offeror has worked during the last five years. The tab should briefly identify the project, location and services performed. The tab should also include an affirmative statement that the offeror grants its consent for the City to

contact the offeror's references for purposes of evaluating the offeror for this Contract and acknowledges that any information obtained from the offeror's references will not be disclosed to the offeror.

3.7 **Tab 7 – Project Approach.** This tab should describe in detail the offeror's proposal for providing the business process re-engineering solutions solicited by this Request for Proposals.

3.8 **Tab 8 – 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.

3.9 **Price Proposal.**

3.9.1 **Pricing Arrangements.** Offerors should propose pricing arrangements consisting of a firm fixed price for all services rendered and materials supplied for the **Social Services Business Processes Re-engineering Project**. The proposal should explain in detail the components of the firm fixed price for business process re-engineering solutions. Progress payments may be allowed provided such payments are based on completion of defined milestones in the **Social Services Business Processes Re-engineering Project**.

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. The City may conduct a second round scoring. If a second round is conducted, the same evaluation criteria will apply:

Available Points

A. **Experience** **20 Pts.**

This criterion considers (i) the Offeror's past performance on any City contracts, (ii) the results of reference checks similar in scope as services being requested 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. **Technical Capability** **15 Pts.**

This criterion considers both the qualifications of the Offeror's personnel whom Offeror proposes to assign to provide the services solicited by this Request for Proposals and the equipment and materials that the offeror

proposes to use in performing the services solicited by this Request for Proposals.

C. Compliance with Requirements..... 10 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. This includes instructions pertaining to proposal structure.

D. Cost..... 20 Pts.

As allowed by City Code § 74-71(e), this criterion considers the price of the services solicited by this Request for Proposals. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to other Offerors.

E. Accessibility 5 Pts.

As required by City Code § 74-73, this criterion considers "the degree of accessibility that the contractor will be able to provide to the city officials who will be administering the contract." This criterion recognizes the need for close cooperation and communication between the City and the Contractor in order to achieve the objectives of the contract resulting from this Request for Proposals.

F. MBE / ESB Commitment 30 Pts.

In accordance with City Code § 74-71(e), this criterion considers the offeror's "good faith minority business enterprise and emerging small business participation efforts" as defined in City Code § 74-4. Pursuant to City Code § 74-71(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is <10>%. See sections 2.1.10 and 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the Terms and Conditions for the MBE/ESB provisions.

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:

Zeborah Massenburg, VCO
Contract Specialist
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Phone: (804) 646-1874
Fax: (804) 646-5989
E-mail: Zeborah.Massenburg@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 Conference.** A pre-proposal conference will be held on Friday, January 13, 2012 at 1:00 p.m. EST. It will be held at City Hall, 900 E. Broad Street, Richmond, VA. 23219, 11th Floor Room 1104 – Large Conference Room.
- 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.**
- 1.7.1 **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.
- 1.7.2 **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.

1.7.3 **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.

1.7.4 **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.

1.7.5 **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.** When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.
- 2.4.1 **Policy.** It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.
- 2.4.2 **Certification.**
- A. All Minority Business Enterprise subcontractors and vendors must be registered with the City of Richmond's Office of Minority Business Development (OMBD) and certified by the Commonwealth of Virginia Department of Minority Business Enterprise or a comparable certifying entity as a Minority Business Enterprise. OMBD reserves the right to accept the certification of other certifying agencies.
 - B. All Emerging Small Business subcontractors and vendors must be certified by the City of Richmond's Office of Minority Business Development (OMBD).
- 2.4.3 **Evaluation.**
- A. In the proposal evaluation process, up to 30 points will be given to those proposals that have documented past good faith efforts and have proposed MBE/ESB participation that relate to the established goal. All MBE/ESB forms that relate to this matter must be included in the prime contractors/vendors response. All documentation as it relates to past good faith efforts and proposed MBE participation must be submitted on the required forms in order to expedite the evaluation process. We have attached the Participation Commitment and the Current and Past Good Faith Effort forms for completion. The offeror should complete all pertinent MBE/ESB forms or risk forfeiting the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation.
 - B. The City of Richmond encourages MBE/ESB participation on all City of Richmond contracts. If the City of Richmond waives the setting of goals, it is up to the prime contractor/vendor to determine whether or not they will voluntarily have MBE/ESB participation. Voluntarily committing to MBE/ESB participation allows the prime contractor/vendor to use this commitment as past good faith efforts for credit on future projects that have MBE participation with the City. When presenting MBE/ESB participation, use the forms created by the Office of

Minority Business Development (OMBD) (MBE-1, MBE-2 and Good Faith Effort) in order to properly document your participation efforts.

- 2.5 **Faith-Based Organizations.** The City does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 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, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.
- 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:
- Zeborah Massenburg, VCO
Contract Specialist
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219
- 4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:
- Firm's Name
Firm's Address

Contact Name & Telephone Number
Fax Number & E-mail Address

- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 (“Recipient”) on or before the time and date set forth on the cover sheet to this solicitation. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Procurement Officer shall not be considered a violation of this section.
- 4.6 **Multiple Proposals.** An offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.
- 4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the City may decline to consider such proposals.
- 4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned. However, if any portion of the proposal is marked “proprietary,” is highlighted and otherwise meets the requirements of section 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.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals, if responsive, will then be forwarded to the using agency and Evaluation Committee to initiate the review and selection process. Responses received after the date and time specified in section 4.5 (“Closing Date”) will be deemed non-responsive and will be returned unopened.
- 5.2 **Evaluation.** During the evaluation phase, an Evaluation Committee will review the proposals to ascertain which proposals address all the requirements of the Request for Proposals and to conduct an analysis of the adequacy of the proposals. Proposals determined to be technically non-responsive or not as responsive as other proposals will be eliminated at this stage. Once it has determined which offerors are qualified, the

Evaluation Committee may engage in discussions with selected offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these discussions together with information presented in the proposal to rank offerors in accordance with criteria stated in the Request for Proposals. The selected offeror will be required to assume responsibility for all services offered in its proposal. The Evaluation Committee reserves the right to visit the premises of the offeror as it deems necessary.

- 5.3 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to deem the offeror's proposal to be non-responsive. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.
- 5.4 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.
- 5.5 **Negotiation with Offerors.**
 - 5.5.1 **In General.** The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City reserves the right to negotiate with a selected offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.
 - 5.5.2 **Procedure.** Unless the Director of Procurement Services determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. (*See City Code § 74-71; see also Va. Code § 2.2-4301.*)
- 6.0 **Award and Execution of Contract.**
 - 6.1 **Award.**
 - 6.1.1 **In General.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.
 - 6.1.2 **Multiple Awards.** The City reserves the right to make awards under this Request for Proposals to more than one offeror if the City determines that doing so is in the best

interests of the City. If the City makes multiple awards under this solicitation, each contract awarded will include an exhibit specifying the portion of the scope of services awarded to that offeror.

- 6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest. The City reserves the right to negotiate with the selected offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.
- 6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.4 **Notice of Award.** Following the selection of an offeror and the signing of a contract, the Procurement Officer will notify those offerors whose proposals are not selected of the name of the selected offeror. Offerors should note that it may take up to two months to award this Contract.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Procurement Officer and furnish the insurance documents required by the Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed

contract and insurance documents from the successful offeror, the City's representatives will then sign the contract.

END OF INSTRUCTIONS TO OFFERORS

PART III

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 one year later, unless terminated earlier in accordance with the provisions of this Contract.

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

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

2.0 Contractor Responsibilities.

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

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

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

2.4 Century Compliance. The Contractor warrants that the hardware, software and firmware products, provided for 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.
- 2.8 **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 **Property of Work.**
- 2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.
- 2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.
- 3.0 **Payment.**
- 3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Statement of Needs and the Contractor's final proposal.
- 3.2 **Schedule.** The Contractor shall invoice the City on a schedule in accordance with the pricing provisions set forth in the Statement of Needs and the Contractor's final proposal.
- 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 indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions,

negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, 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 claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

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

4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and 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.
- (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 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 occurrence.
- 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

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

**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 <PROJECT TITLE>.

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:

By: _____
(signature in ink) Date

(typed name)

(signature in ink) Date

(typed title)

For the CITY:

By: _____
Cheryl D. Wright Date
Director of Procurement Services

Byron C. Marshall Date
Chief Administrative Officer

ATTEST: _____
Date

IF A CORPORATION, AFFIX CORPORATE SEAL



Office of Minority Business Development
900 East Broad Street
City Hall, 9th Floor
Richmond, VA 23219
Office: (804) 646-5947

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

Request for Qualification or Request for Proposals No.: _____

Project Name: _____

Name of Contractor: _____

Part I – Method of Contact

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

A. **Telephone.** For each firm contacted:

- State the name of the firm, the name of the person contacted, the telephone number contacted and the date of the contact.

B. **Fax.** For each firm contacted:

- State the name of the firm, the fax number contacted and the date of the contact.
- Attach a copy of the fax transmittal sheet indicating receipt of the fax.

C. **E-Mail.** For each firm contacted:

- State the name of the firm, the name of the person contacted by e-mail, the e-mail address at which you contacted the person and the date of the contact.
- Attach a copy of the e-mail sent. All copies of e-mails must include metadata indicating "From," "To" and "Cc" e-mail addresses as well as the date and time of the e-mail.

D. **Newspapers and Other Publications.** For each advertisement placed in a newspaper or other publication:

- State the name of the newspaper or other publication and the date or dates on which the advertisement was published.
- Attach a copy of both the published advertisement and any solicitation advertised.

E. **Other.** For methods of contact not included above:

- Describe the nature of the contact.
- As applicable, state the name of the person contacted, the name of the firm contacted and the date of the contact.
- Attach a copy of any written documentation of the contact.

Attachment A sets forth the form in which the information required above must be submitted.

(Turn Over)

**Attachment A – Form of Information Documenting
Method of Contact**

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

Additional copies can be made



Office of Minority Business Development

900 East Broad Street
City Hall, 9th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136

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

**Minority Business Enterprise
And Emerging Small Business
Participation Commitment
for Request for Proposal (RFP)**

PROJECT NAME / NO.	MBE/ESB PROJECT GOAL ESTABLISHED → BY THE CITY OF RICHMOND				
☐ YES I, _____ shall commit to _____% MBE/ESB participation through: <i>Authorized Company Officer</i> _____% FIRST, SECOND and/or THIRD TIER SUBCONTRACTING _____% SUPPLY PURCHASES _____% JOINT VENTURES _____% MENTOR-PROTÉGÉ _____% OTHER CREDIBLY VIABLE METHODS I understand that this commitment obligates my firm to a substantial good faith effort to achieve the proposed MBE/ESB participation. Our proposal may earn up to 30 prequalification points under PROPOSED GOOD FAITH MINORITY PARTICIPATION EFFORTS. We further commit to reporting MBE/ESB utilization on a monthly basis using the City's MBE/ESB-3 form.					
1. IF YOU ARE PREQUALIFIED: It is not necessary to include another MBE/ESB-1 RFQ form in the bid. The MBE/ESB-1 RFQ form submitted during the RFQ process stands as your firm's record of proposed MBE/ESB participation. 2. IF YOU ARE THE SUCCESSFUL BIDDER: You must submit the MBE/ESB-2 form to report a credible list of legitimate MBE/ESB subcontractors, suppliers, and/or written statements of mentor/protégé or joint venture arrangement within five (5) business days to the Department of Procurement Services. Upon receipt of the MBE/ESB-2 form, the Office of Minority Business Development will approve "Good Faith Efforts" and/or verify MBE/ESB participation before full contract execution.					
☐ NO I, _____ do not wish to earn up to 30 prequalification points for proposed MBE/ESB participation. <i>Authorized Company Officer</i> I acknowledge that my declaration will forfeit the opportunity to earn up to 30 prequalification points, and shall directly impact the level of responsiveness of this application and shall become a matter of record. (<i>Explanation for declaration is encouraged but not required</i>).					
Definitions	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">MINORITY BUSINESS ENTERPRISE</th> <th style="width: 50%; text-align: center;">EMERGING SMALL BUSINESS</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> A business at least 51% of which is owned and controlled or 51% minority-owned and 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, or American Indian. </td> <td style="vertical-align: top;"> A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in 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. </td> </tr> </tbody> </table>	MINORITY BUSINESS ENTERPRISE	EMERGING SMALL BUSINESS	A business at least 51% of which is owned and controlled or 51% minority-owned and 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, or American Indian.	A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in 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.
MINORITY BUSINESS ENTERPRISE	EMERGING SMALL BUSINESS				
A business at least 51% of which is owned and controlled or 51% minority-owned and 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, or American Indian.	A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in 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.				
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.					
COMPANY NAME	AUTHORIZED OFFICER NAME				

INSTRUCTIONS/ DEFINITIONS

1. **FIRST, SECOND, AND/OR THIRD TIER SUBCONTRACTING** - The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation.
2. **SUPPLY PURCHASES** - The prime contractor will receive credit for 75% of the dollar value of supplies purchased from a MBE/ESB.
3. **JOINT VENTURE** - An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks and profits of the joint venture are commensurate with its ownership interest. **MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.**
4. **MENTOR/PROTÉGÉ** - An arrangement based on a written development plan, approved by the City, which clearly sets forth the objective of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. **MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points towards the satisfaction of the MBE/ESB goal for a specified project.**
5. **OTHER CREDIBLY VIABLE METHODS - BLANKET BONDING** - the prime contractor covers the bonding requirement for the subcontractor. MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.

Apprenticeship - An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or a business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
6. **MINORITY BUSINESS ENTERPRISE (MBE)** - A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, and American Indian.
7. **EMERGING SMALL BUSINESS (ESB)** - A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for a 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.



MBE/ESB Past Good Faith Efforts Participation Form

Office of Minority Business Development

900 East Broad Street

City Hall, 9th Floor

Richmond, VA 23219

Office: (804) 646-5947

Fax: (804) 646-0136

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

COMPANY DATA	COMPANY NAME:		CONTRACT NAME/NO:	
	CONTACT NAME:	PHONE #	Fax#	
	Email Address:			
	How long has your firm been in Business?			

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

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

☐

Yes – may be eligible – Complete section below

☐

No – not eligible

	PROJECT NAME / DATE	SCOPE OF WORK	Code	MBE/ESB COMPANY NAME/CONTACT PERSON/PHONE

	MINORITY BUSINESS ENTERPRISE	GOOD FAITH MBE/ESB PARTICIPATION EFFORTS	EMERGING SMALL BUSINESS
DEFINITIONS	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.	The sum total of efforts by a particular business to provide equitable participation of minority business enterprise or emerging small business subcontractors. For past efforts, this sum total shall be comprised of the record of participation by minority business enterprises and emerging small businesses through subcontracting or joint ventures. For future efforts, it shall be comprised of such efforts, which are proposed to allow equitable participation of minority business enterprise or emerging small business subcontractors.	A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

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

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

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:



MBE/ESB SUBCONTRACTORS PARTICIPATION FORM

Office of Minority Business Development

900 East Broad Street

City Hall, 9th Floor

Richmond, VA 23219

Office: (804) 646-5947

Fax: (804) 646-0136

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

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	Enter Code for Ownership for Each MBE 1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below) or ESB	OWNED BY
	ADDRESS	FED ID NO./SSN				
1						
2						
3						
4						
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 Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.	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.

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SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:

**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 <PROJECT TITLE>.

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 - 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:

By: _____
(signature in ink) Date

(typed name)

(signature in ink) Date

(typed title)

For the CITY:

By: _____
Cheryl D. Wright Date
Director of Procurement Services

Byron C. Marshall Date
Chief Administrative Officer

ATTEST: _____
Date

IF A CORPORATION, AFFIX CORPORATE SEAL



CITY OF RICHMOND, PROCUREMENT SERVICES
900 EAST BROAD STREET, ROOM 1104, RICHMOND, VA 23219
PHONE: 804-646-5818 | FAX: 804-646-5989
EMAIL: RAPIDSVENDORREGISTRATION@RICHMONDGOV.COM

October 29, 2011

Dear Vendor:

You are receiving this letter as a valued City of Richmond supplier and business partner. This letter is to inform you of a new and easy-to-use procurement tool that will make purchasing transactions with the City more efficient for vendors.

Background:

We are introducing an enterprise resource planning and management system called **RAPIDS** (RVA: Advancing Proven Innovative Direction). RAPIDS is a secure web-based easy-to-use procurement tool that will make purchasing transactions with the City more efficient. RAPIDS will allow suppliers to locate and respond to City of Richmond bids, receive faster payments, and make secure online real-time updates to account information. Key components are scheduled to go live beginning July 2012.

A critical component of RAPIDS is vendor registration. All vendors must register or re-register in order to do business with the City. Doing so will help assure that the City has accurate vendor information for you.

You will need the forms below to complete the new registration process. The enclosed vendor registration packet contains the required forms and instructions for completing and submitting them. Please return the completed packet as directed on the form. This packet is also available online at www.richmondgov.com/Procurement. You will be added to the new vendor database once a completed Vendor Registration Packet is received.

- The City of Richmond Vendor Registration Application
- IRS W-9
- The City of Richmond ACH-Direct Deposit Form*
- The City of Richmond EDI Payment Agreement for Contractors

*EFT/ACH payments are faster and less expensive than check payments. The City encourages all vendors to accept payment in this manner.

If you have questions about or need assistance with the new registration process please call 804-646-5818.

Sincerely,

Cheryl Wright
Director
Procurement Services

Sincerely,

Wayne Lassiter
Interim Director
Finance



ACH – DIRECT DEPOSIT FORM PAYMENT INFORMATION

CITY OF RICHMOND, PROCUREMENT SERVICES

ATTENTION: VENDOR REGISTRATION

900 EAST BROAD STREET, ROOM 1104, RICHMOND, VA 23219

PHONE: 804-646-5818 | FAX: 804-646-5989 | EMAIL: RAPIDSVENDORREGISTRATION@RICHMONDGOV.COM

This form is used for Automated Clearing House (ACH) payments from the City of Richmond.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). The information will be used by the City of Richmond's Finance Department to transmit payment data, by electronic means, to the vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the ACH Payment System.

PAYEE / COMPANY INFORMATION

To be completed by payee

Request Type:

☐ New ☐ Change

COR Vendor Number (given by Procurement's APA)

Name of Payee

SSN No. or Tax Identification No.

Contact Person

Address

Telephone Number

() -

City

State

Zip Code

Email Address

FINANCIAL INSTITUTION INFORMATION

Name

Telephone Number

() -

Address (street or P.O. Box, City, State and Zip Code)

Type of Depositor Account

☐ Checking ☐ Savings

Depositor Account Title

Routing Number

-

Depositor Account Number

Printed Name of Payee or Company Representative

Title

Signature of Payee or Company Representative

Date



EDI PAYMENT AGREEMENT FOR CONTRACTORS

CITY OF RICHMOND, PROCUREMENT SERVICES

ATTENTION: VENDOR REGISTRATION

900 EAST BROAD STREET, ROOM 1104, RICHMOND, VA 23219

PHONE: 804-646-5818 | FAX: 804-646-5989 | EMAIL: RAPIDSVendorRegistration@RichmondGov.com

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: ATTN: City of Richmond, Finance Department c/o Procurement Services 804-646-5989, or
- U.S. Mail to: City of Richmond, Finance Department c/o Procurement Services, 900 East Broad Street, Room 1104, 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: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		

Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



VENDOR REGISTRATION APPLICATION

CITY OF RICHMOND, PROCUREMENT SERVICES

ATTENTION: VENDOR REGISTRATION

900 EAST BROAD STREET, ROOM 1104, RICHMOND, VA 23219

PHONE: 804-646-5818 | FAX: 804-646-5989 | EMAIL: RAPIDSVendorRegistration@RichmondGov.com

INSTRUCTIONS: Complete this form and submit it along with a completed and signed [IRS W-9](#) and ACH – Direct Deposit Form and EDI Payment Agreement for Contractors, if applicable, to the mailing address, fax number or email address above. Any application that is unsigned, omits required information, or does not include the aforementioned [IRS W-9](#) will be considered incomplete. Required information is denoted by a red asterisk (*). Incomplete applications will be neither processed nor returned.

SECTION I: BUSINESS PROFILE*

Company Name (as shown on your income tax return) *	Business Type (check all that apply)	Business Classification* (as defined by the IRS)
Doing Business As (DBA)	☐ Minority	☐ Corporation
Business Website	☐ Small	☐ Partnership
	☐ Small Emerging	☐ Sole Proprietorship
	☐ Woman-Owned	☐ Non-Profit
	☐ Not Applicable	☐ Individual

Has your company previously registered with the City of Richmond, Procurement Services Department? * ☐ Yes ☐ No

Tax Identification Number (TIN)*

Enter the employee identification number (EIN#), social security number (SS#) or individual taxpayer identification number (ITIN#) you provided on the W-9 that will accompany this application.

EIN#: -

☐ SS# or ☐ ITIN#: - -

Primary Contact Information*

Contact Name	Email	Phone () -	Fax () -
Address (number, street, and apt. or suite no.)		City, State	Zip Code
Use Primary Information For (check all that apply): ☐ Quote Requests ☐ Remittance ☐ Purchase Orders			
Preferred Method of Delivery: ☐ Email ☐ Fax ☐ Mail			

Secondary Contact Information

Contact Name	Email	Phone () -	Fax () -
Address (number, street, and apt. or suite no.)		City, State	Zip Code
Use Secondary Information For (check all that apply): ☐ Quote Requests ☐ Remittance ☐ Purchase Orders			
Preferred Method of Delivery: ☐ Email ☐ Fax ☐ Mail			

Tertiary Contact Information

Contact Name	Email	Phone () -	Fax () -
Address (number, street, and apt. or suite no.)		City, State	Zip Code
Use Tertiary Information For (check all that apply): ☐ Quote Requests ☐ Remittance ☐ Purchase Orders			
Preferred Method of Delivery: ☐ Email ☐ Fax ☐ Mail			



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SECTION 2: COMMODITY CODES FOR GOODS & SERVICES*

The next several pages list alphabetically by description the National Institute Governmental Purchasing (NIGP) Commodity Codes for major classes of goods and services. These descriptions are truncated due to space limitations. Place a check mark next to all goods and services your company is able to supply.

Yes	Commodity/Description
☐	00500 abrasives
☐	01000 acoustical tile, insulating materials, & supplies
☐	01500 addressing, copying, mimeograph, & spirit duplicat
☐	01900 agricultural crops & grains incldng fruits, melons
☐	02200 agricultural eqpmnt & implement parts
☐	02000 agricultural eqpmnt, implements, & accessories (se
☐	02500 air compressors & accessories
☐	03100 air conditioning, heating, & ventilating: eqpmnt,
☐	90500 aircraft & airport operations srvc
☐	03500 aircraft & airport, eqpmnt, parts, & supplies
☐	03700 amusement, decorations, entertainment, toys, etc.
☐	04000 animals, birds, marine life, & poultry, incldng ac
☐	04500 appliances & eqpmnt, household type
☐	90700 architectural & engineering srvc, non-professiona
☐	90600 architectural srvc, professional
☐	05000 art eqpmnt & supplies
☐	05200 art objects
☐	07100 automobiles, school buses, suvs, & vans (incldng d
☐	05500 automotive accessories for automobiles, buses, tra
☐	06500 automotive bodies, accessories, & parts
☐	06000 automotive maint items & repair/replacement parts
☐	07500 automotive shop & related eqpmnt & supplies
☐	08000 badges, emblems, name tags & plates, jewelry, etc.
☐	08500 bags, bagging, ties, & erosion control eqpmnt
☐	09000 bakery eqpmnt, commercial

Yes	Commodity/Description
☐	09500 barber & beauty shop eqpmnt & supplies
☐	10000 barrels, drums, kegs, & containers
☐	10500 bearings (except wheel bearings & seals -see class
☐	11000 belts & belting: automotive & industrial
☐	11500 biochemicals, research
☐	12000 boats, motors, & marine & wildlife supplies
☐	12500 bookbinding supplies
☐	90800 bookbinding, rebinding, & repairing
☐	13500 bricks, clay, refractory materials, stone, & tile
☐	14000 broom, brush, & mop manufacturing machinery & supp
☐	14500 brushes (not otherwise classified)
☐	15000 builder's supplies
☐	90900 bldg construction srvc, new (incl. maint & repair
☐	91000 bldg maint & repair srvc
☐	15500 buildings & structures: fabricated & prefabricated
☐	16000 butcher shop & meat processing eqpmnt
☐	16500 cafeteria & kitchen eqpmnt, commercial
☐	17500 chemical lab eqpmnt & supplies
☐	18000 chemical raw materials (in large quantities primar
☐	19000 chemicals & solvents, commercial (in bulk)
☐	19200 cleaning compositions, detergents, solvents, & str
☐	19300 clinical lab reagents & tests (blood grouping, dia
☐	19500 clocks, timers, watches, & jewelers' & watchmakers
☐	20100 clothing accessories (see class 800 for shoes & bo
☐	20000 clothing: athletic, casual, dress, uniform, weathe



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Yes	Commodity/Description
☐	91500 communications & media related srvc
☐	20700 computer accessories & supplies
☐	20300 computer accessories & supplies, environmentally c
☐	20400 computer hardware & peripherals for microcomputers
☐	20600 computer hardware & peripherals for mini & main fr
☐	20800 computer software for microcomputers (preprogramme
☐	20900 computer software for mini & mainframe computers (
☐	21000 concrete & metal culverts, pilings, septic tanks,
☐	91200 construction srvc, general (incl. maint & repair
☐	91300 construction srvc, hvy
☐	91400 construction srvc, trade (new construction)
☐	91800 consulting srvc
☐	22000 controlling, indicating, measuring, monitoring, &
☐	22500 coolers, drinking water (water fountains)
☐	23200 crafts, general
☐	23300 crafts, specialized
☐	24000 cutlery, dishes, flatware, glassware, trays, utens
☐	24500 dairy eqpmnt & supplies
☐	25000 data processing cards & paper
☐	25100 data processing cards & paper, environmentally cer
☐	92000 data processing, computer, programming, & software
☐	25500 decals & stamps
☐	25700 defense system & homeland security eqpmnt, weapons
☐	26000 dental eqpmnt & supplies
☐	26500 draperies, curtains, & upholstery material (incldn
☐	27100 drug & feeding administration, infusion, & irrigat
☐	26900 drugs & pharmaceuticals
☐	92400 educational/training srvc
☐	27900 eighteenth (18th) century reproduction goods

Yes	Commodity/Description
☐	28000 electrical cables & wires (not electronic)
☐	28500 electrical eqpmnt & supplies (except cable & wire)
☐	28700 electronic eqpmnt, components, parts, & accessorie
☐	29500 elevators, escalators, & moving walks (bldg type)
☐	29000 energy collecting eqpmnt & accessories: solar & wi
☐	30500 engineering & architectural eqpmnt, surveying eqpm
☐	30600 engineering & architectural eqpmnt, surveying eqpm
☐	92500 engineering srvc, professional
☐	31000 envelopes, plain or printed
☐	92600 environmental & ecological srvc
☐	31200 environmental protective eqpmnt (inside & outside)
☐	31500 epoxy based formulations for adhesives, coatings,
☐	92900 maint & repair - agricultural, construction, hvy
☐	93900 maint/repair - computers/office/photo/radio/tv eqp
☐	93600 maint/repair - general eqpmnt
☐	93400 maint/repair srvc for laundry, lawn, painting, pl
☐	92800 maint/recondition/repair - vehicles
☐	93100 maint/recondition/repair - appliance, athletic, c
☐	93800 maint/recondition/repair - hospital/lab/testing
☐	94100 maint/recondition/repair/related srvc - power generat
☐	94000 maint/repair/construction/ related srvc - railroad
☐	31800 fare collection eqpmnt & supplies
☐	94400 farming & ranching srvc, animal & crop
☐	32000 fastening/packaging/strapping/tying eqpmnt & suppl
☐	32500 feed/bedding/vitamins/supplements - animals (see c
☐	33000 fencing
☐	33500 fertilizers & soil conditioners
☐	94600 financial srvc
☐	34000 fire protection eqpmnt & supplies



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Yes	Commodity/Description
☐	34500 first aid & safety eqpmnt & supplies (except nucle
☐	94500 fishing, hunting, trapping, game propagation, & re
☐	35000 flags, flag poles, banners, & accessories
☐	36000 floor covering, floor covering installation & remo
☐	36500 floor maint machines, parts, & accessories
☐	37000 food processing & canning eqpmnt & supplies
☐	38500 foods, frozen
☐	37500 foods: bakery products (fresh)
☐	38000 foods: dairy products (fresh)
☐	39000 foods: perishable
☐	39300 foods: staple grocery & grocer's miscellaneous ite
☐	94700 forestry svcs
☐	39500 forms, continuous: computer paper, form labels, sn
☐	40000 foundry castings, eqpmnt, & supplies
☐	40500 fuel, oil, grease & lubricants
☐	42000 furniture: cafeteria, chapel, dormitory, household
☐	41000 furniture: health care, hospital and/or doctor's o
☐	41500 furniture: lab
☐	42500 furniture: office
☐	43000 gases, containers, eqpmnt: lab, medical, & welding
☐	43500 germicides/cleaners/sanitation products - healthca
☐	43600 germicides/cleaners/sanitation products - environm
☐	44000 glass & glazing supplies
☐	44500 hand tools (powered & non-powered), accessories &
☐	45000 hardware & related items
☐	94800 health related svcs (for human svcs see class 95
☐	46000 hose, accessories, & supplies: industrial, commerc
☐	46500 hospital & surgical eqpmnt, instruments, & supplie
☐	47000 hospital handicap & related specialized eqpmnt & s

Yes	Commodity/Description
☐	47500 hospital, surgical, & medical related accessories
☐	95200 human svcs
☐	95300 insurance, all types
☐	48500 janitorial supplies, gen. line
☐	48600 janitorial supplies, gen. line, environmentally ce
☐	49500 lab & field eqpmnt & supplies: biology, botany, ge
☐	49000 lab eqpmnt & accessories (for general analytical &
☐	49300 lab eqpmnt, accessories, & supplies: biochemistry,
☐	50500 laundry & dry cleaning compounds, detergents, & su
☐	50000 laundry & dry cleaning eqpmnt, accessories, parts
☐	95400 laundry & dry cleaning svcs
☐	51000 laundry textiles & supplies
☐	51500 lawn maint eqpmnt & accessories (see class 020 for
☐	52000 leather & shoe accessories, eqpmnt, & supplies
☐	52500 library & archival eqpmnt, machines, & supplies
☐	95600 library svcs (incl. research & subscription svcs
☐	53000 luggage, brief cases, purses & related items
☐	54000 lumber, siding, & related products
☐	54500 machinery & hardware, industrial
☐	95800 management svcs
☐	55300 manufacturing components & supplies
☐	95900 marine construction & related svcs; marine maint/
☐	55000 markers, plaques & traffic control devices
☐	55500 marking & stenciling devices
☐	55900 mass transportation - rail vehicle parts & accesso
☐	55800 mass transportation - rail vehicles & systems
☐	55600 mass transportation - transit bus
☐	55700 mass transportation - transit bus accessories & pa
☐	56000 material handling & storage eqpmnt & allied items



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Yes	Commodity/Description
☐	56500 mattress & pillow manufacturing machinery & suppli
☐	57000 metals: bars, plates, rods, sheets, strips, struct
☐	57500 microfiche & microfilm eqpmnt, accessories, & supp
☐	57800 miscellaneous products (not otherwise classified)
☐	96200 miscellaneous srvc's no. 2 (not otherwise classifie
☐	96100 miscellaneous srvc's, no. 1
☐	58000 musical instruments, accessories, & supplies
☐	96300 non-biddable miscellaneous items
☐	59000 notions & related sewing accessories & supplies
☐	59300 nuclear eqpmnt components, accessories & supplies
☐	59500 nursery (plants) stock, eqpmnt, & supplies
☐	60000 office machines, eqpmnt, & accessories
☐	60500 office mechanical aids, small machines, & apparatu
☐	61500 office supplies, general
☐	61600 office supplies, general, environmentally certifie
☐	61000 office supplies: carbon paper & ribbons, all types
☐	62000 office supplies: erasers, inks, leads, pens, penci
☐	62500 optical eqpmnt, accessories, & supplies
☐	63000 paint/protective coatings/varnish/wallpaper/relate
☐	63100 paint/protective coatings/varnish/wallpaper/relate
☐	63500 painting eqpmnt & accessories
☐	64000 paper/plastic products, disposable
☐	64100 paper/plastic products, disposable, environmental
☐	64500 paper, for office & print shop use
☐	64600 paper, for office & print shop use, environmental
☐	65000 park, playground, recreational area & swimming poo
☐	65200 personal hygiene & grooming eqpmnt & supplies
☐	67500 pesticides & chemicals: agricultural & industrial
☐	65500 photographic eqpmnt, film, & supplies (not graphic

Yes	Commodity/Description
☐	65900 pipe & tubing fittings
☐	65800 pipe, tubing, & accessories (not fittings)
☐	66000 pipes, tobaccos, smoking accessories; alcoholic be
☐	66500 plastics, resins, fiberglass: construction, formin
☐	67000 plumbing eqpmnt, fixtures, & supplies
☐	68000 police & prison eqpmnt & supplies
☐	68500 poultry eqpmnt & supplies
☐	69000 power generation eqpmnt, accessories, & supplies
☐	69100 power transmission eqpmnt (electrical, mechanical,
☐	96600 printing & related srvc's
☐	70000 printing plant eqpmnt & supplies (except papers)
☐	96500 printing preparations: etching, photoengraving, &
☐	96700 production & manufacturing srvc's
☐	71000 prosthetic devices, hearing aids, auditory testing
☐	96800 public works & related srvc's
☐	71500 publications, audiovisual materials, books, textbo
☐	72000 pumping eqpmnt & accessories
☐	73000 radio communication & telecommunication testing, m
☐	72600 radio communication eqpmnt, accessories & supplies
☐	73500 rags, shop towels, & wiping cloths
☐	97100 real property rental or lease
☐	74000 refrigeration eqpmnt & accessories
☐	98100 rental or lease of eqpmnt - general eqpmnt
☐	97500 rental or lease srvc's of agricultural, aircraft, a
☐	97700 rental or lease srvc's of appliances, cafeteria, fi
☐	98300 rental or lease srvc's of clothing, janitorial, lau
☐	98400 rental or lease srvc's of computers, data processin
☐	97900 rental or lease srvc's of engineering, hospital, la
☐	98500 rental or lease srvc's of eqpmnt - office, photogra



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Yes	Commodity/Description
☐	75500 road & highway asphalt & concrete handling & proce
☐	74500 road & highway bldg materials (asphaltic)
☐	75000 road & highway bldg materials (not asphaltic)
☐	76500 road & highway eqpmnt (except eqpmnt in classes 75
☐	76000 road & highway eqpmnt: earth handling, grading, mo
☐	98800 roadside, grounds, recreational & park area srvcs
☐	77000 roofing materials & supplies
☐	99800 sale of surplus & obsolete items
☐	77500 salt (sodium chloride) (see class 393 for table sa
☐	98900 sampling & sample preparation srvcs (for testing)
☐	78000 scales & weighing apparatus (see 175-08 for lab ba
☐	78500 school eqpmnt, teaching aids, & supplies
☐	99000 security, fire, safety, & emergency srvcs
☐	79000 seed, sod, soil, & inoculants
☐	79500 sewing andtextile machinery & accessories
☐	80000 shoes & boots
☐	80100 signs, sign materials, sign making eqpmnt, & relat
☐	80300 sound systems, components, & accessories: group in
☐	80400 spacecrafts, accessories & components
☐	80500 sporting goods, athletic eqpmnt & athletic facilit
☐	81000 spraying eqpmnt (except household, nursery plant,
☐	82000 steam & hot water boilers & steam heating eqpmnt
☐	81500 steam & hot water fittings, accessories, & supplie
☐	82500 stockman eqpmnt & supplies
☐	83000 tanks (metal, plastic, wood, & synthetic materials
☐	83200 tape (not data processing, measuring, optical, sew
☐	83800 telecommunication eqpmnt, accessories & supplies
☐	83900 telephone eqpmnt, accessories & supplies
☐	84000 television eqpmnt & accessories

Yes	Commodity/Description
☐	99200 testing & calibration srvcs
☐	84500 testing apparatus & instruments (not for electrica
☐	85000 textiles, fibers, household linens, & piece goods
☐	85500 theatrical eqpmnt & supplies
☐	86000 tickets, coupon books, sales books, strip books, e
☐	86300 tires & tubes
☐	07300 trailers
☐	86400 train controls, electronic
☐	07200 trucks (including, diesel, gasoline, electric, hyb
☐	86500 twine
☐	87000 venetian blinds, awnings, & shades
☐	87500 veterinary eqpmnt & supplies (see class 325 for vi
☐	88000 visual education eqpmnt & supplies (except project
☐	88300 voice response systems
☐	88500 water & wastewater treating chemicals
☐	89000 water supply, groundwater, sewage treatment, & rel
☐	89500 welding eqpmnt & supplies
☐	89800 x-ray & other radiological eqpmnt & supplies (medi



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SECTION 3: TERMS & CONDITIONS*

Company Name (as shown on your income tax return) *

Doing Business As (DBA)

Business Website

Tax Identification Number (TIN)*

Enter the employee identification number (EIN#), social security number (SS#) or individual taxpayer identification number (ITIN#) you provided on the W-9 that will accompany this application.

EIN#: -

☐ SS# or ☐ ITIN#: - -

I the undersigned hereby certify that:

- a. I am a representative of the above entity authorized to sign legally binding documents on its behalf;
- b. unless otherwise negotiated and documented in writing, the aforementioned entity shall abide by the City of Richmond's Terms including but not limited to:
 1. payment terms of 2% 20/Net 30;
 2. City of Richmond General Terms and Conditions, incorporated herein by reference, and any changes thereto;
- c. to the best of my knowledge, all information on this application is accurate and complete.

Company Representative Name (Type or Print) *

Title (Type or Print) *

Phone#*

Company Representative Name (Signature) *

Date*

Email Address*