

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
Date: December 21, 2010**



Request for Proposal # B11139-1
Richmond Fire & Emergency Services Comprehensive Master Plan

Proposal Due Date: January 21, 2011

Time: 3:30P.M.

Receipt Location: City Hall, 900 East Broad Street, Room 1104, Richmond, VA. 23219

Pre-Proposal Conference

Date: Thursday, January 6, 2011

Time: 10:00A.M.

Location: City Hall, 900 East Broad Street, Room 1104, Richmond, VA.
23219

Request for Proposal Prepared by:

Name: Jessica J. Blow, CPPB, VCO

Title: Contract Specialist

Telephone (804) 646-1820 Fax (804) 646-5989

Email: Jessica.Blow@richmondgov.com

Department of Procurement Services

www.RichmondGov.com/business/bids_proposals

Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #B11139-1.

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) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Procurement Official responsible for this solicitation **at least five (5) business days prior to the solicitation closing date.**

RFP#: _____ Service: _____

Decline to submit an offer on the RFP for the following reasons:

- ☐ Unable to meet statement of needs
- ☐ Requirements are unclear or restrictive (explain in remarks)
- ☐ Unable to meet required delivery or performance date
- ☐ Unable to meet insurance requirements
- ☐ Insufficient time to respond to the solicitation
- ☐ Do not offer requested commodity or service, please remove our name from the City of Richmond's bidder's list for this commodity or service only.
- ☐ Other (explain in remarks)

Remarks:

Contractor's failure to return completed form may result in the removal from the City of Richmond bidder's list for the commodity or service requested above.

Company Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

PART I

STATEMENT OF NEEDS

1.0 Introduction.

1.1 Purpose.

The City of Richmond ("The City") is soliciting the services of a qualified emergency services consultant (hereinafter "the Consultant") to study and evaluate all aspects of the services provided to the citizens of Richmond by Richmond Fire and Emergency Services ("RFES" or "The Department") and, in partnership with the Richmond Fire Department Administration, develop a comprehensive twenty (20) year Fire Department Master Plan.

It is the intent of the Department to evaluate all aspects of service that it provides to include, but not limited to, Administration, Fire Prevention and Education, Fire Suppression, Fire Training, Emergency Medical Services, Technical Rescue, Water Rescue, Hazardous Materials, Use of Technology, and Emergency Management. This evaluation will include a detailed analysis of the effectiveness and efficiency of resource utilization within the Department, station locations, response times, staffing for all areas of service and the emergency response model shall be considered in this evaluation. Furthermore, it is the intent of the department to evaluate areas of opportunity to provide services yet to be determined.

The goal of this project is to develop a long term master plan, which allows the department to meet the challenges of growth in the community, and provide the level of service expected by the community as effectively, efficiently, and safely as possible.

The selected Consultant shall, working in conjunction with the Richmond Fire Department Administration, develop and prepare a comprehensive Fire Department Master Plan and provide and/or generate all supporting documents, materials, maps, and references. A draft plan and related documents shall be prepared and reviewed by Fire Department staff with revisions occurring, as needed, until finalized.

The Consultant will present no less than two service delivery options. The first will be the "best practices" approach while the second will address some reasonable alternatives to best practices. Cost projections will be provided for each.

The Consultant shall prepare and present a final presentation of the findings to the Fire Department Executive Staff and City Executives, if requested.

1.2 Background.

Since 1858, the residents and visitors of the City of Richmond have received the highest quality emergency services in their time of need through the dedication of the uniformed and civilian personnel, now totaling 431 members. The department operates 20 fire stations within its 62.5 square mile area and operates a 52 vehicle fleet of fire apparatus.

Organizationally, the Department operates under a functional structure model, where employees are grouped together based upon the functions of specific jobs within the Department. The Department has three divisions (programs), Operations, Support Services, and Emergency Management, and two functional units, EMS/Safety Unit and the Equal Employment Opportunity Office, each reporting directly to the Fire Chief.

Operationally, RFES provides a full complement of emergency response resources suppression, technical rescue, swift water rescue, hazardous materials, courtesy fire prevention services conducted by station personnel, and emergency medical services. The Department's emergency medical services include non-transport, basic and advanced life support and first responder capabilities. The department has three dedicated heavy rescue units, each specializing in one of the following areas: Heavy Technical Rescue, Water Rescue, and Hazardous Materials Response. The Operations Division operates on three separate 24-hour, rotating shifts. These platoons allow for city-wide staffing of 101 members per day, with 4 personnel per Quint Company and 5 personnel per Rescue Company.

In addition to fire protection, RFES offers a full range of services, including Fire Prevention and Life Safety Education, Fire Code Inspections and Enforcement, Plans Review, and Hazardous Materials Planning and Response.

Administratively, RFES personnel provide fiscal management and planning, Resource and Support Services including Fleet, Facilities, and Information Technology Management.

Up until 1992, the Richmond Fire & Police were Bureaus under a joint Public Safety Department, at which time both Bureaus were separated into stand alone departments given the complexities of their respective missions. While both departments have a focus on public safety, the approach and mission is quite different.

Based upon available research, the Bureau of Fire was staffed by 587 uniformed personnel to meet the needs of the community in 1980. Subsequent years saw the compliment of uniformed staff reduced over a period of time until about 474 staffing was maintained through 1996. During a multi-year period of systematic reduction in force, RFES lost 50 sworn positions in FY-97, which required a change to the Total Quint Concept reduced staffing compliment to 431, while allowing continued operations at all 20 fire stations.

During the period of the last 40 years the City of Richmond saw first a decline in population and growth. However, a revitalized City of Richmond boasts projected population increases and evidence of steady growth. New developments in the Downtown core as well as along the James River at the east end of the City have the net impact of increasing service delivery demands. Projects such as Rocketts Landing, Vistas on the James, Riverside on the James, Mead Westvaco, and other planned projects under development are illustrative of the impact.

As a result of these factors the Department of Fire and Emergency Services must address the areas detailed below:

1. Master/Comprehensive Planning
2. Staffing to meet current and future needs
3. Coordination of efforts with the Cities "Downtown Master Plan"
4. Deployment Model and Fleet Configuration

5. Capital improvements
6. Communications

2.0

Requirements and Deliverables.

As a result of the above analysis and findings and the agreement between the consultant and the City, the consultant shall be expected to present the following:

1. A written report outlining findings related to the work undertaken in the scope of services and recommendations based on these findings that will enable the Department to deliver services in the most efficient and effective manner possible. These recommendations should consider, but not be limited to, such issues as:
 - a. Efficiency of current deployment model
 - b. Changes in methods of service delivery
 - c. Scope of Service Delivery (i.e. Suppression, Special Operations, EMS, Rescue, etc.)
 - d. Standard of Cover (distribution, reliability)
 - e. Work Schedule/Platoon Structure
 - f. Station Location and Facilities Replacement;
 - g. Changes in job descriptions;
 - h. Opportunities for Regionalization of selected services
 - i. Other changes that will provide for more effective utilization of resources
 - j. Maintenance of or improvement to current ISO rating
2. Cost impacts related to the report's recommendations.
3. Outline a proposed schedule (short and long term) and the actions necessary to implement the recommendations. Such plan shall consider and address impediments to implementing the recommendations, measures to address such impediments and alternative recommendations in case such impediments cannot be overcome.
4. The Final Departmental Master Plan that shall incorporate, at a minimum, the following components:
 - a. Organizational Overview
 - b. Management Components
 - c. Planning for Fire Protection, Rescue, and EMS
 - d. Personnel Management
 - e. Incident and Organizational Staffing
 - f. Training Program (Internal)
 - g. Capital Assets
 - h. Fire Prevention – Public Education Programs
 - i. Current Deployment Strategies and Performance

Eligible offerors will be those consultants, companies, and institutions that have the following qualifications:

1. Experience and expertise in regard to the operations, structure, staffing, procedures and other issues critical to the effective operation of urban fire departments including departments comparable in size and makeup of Richmond Fire and Emergency Services.
2. A demonstrated track record of analyzing the operations of fire departments and making recommendations that resulted in demonstrated operational and organizational improvements.
3. Knowledge of federal and state laws and regulations and Industry Standards governing and/or directly impacting City fire departments as well as knowledge of potential federal, state, and other sources of additional funding for public safety operations.
4. Experience analyzing and making/implementing recommendations.
5. Demonstrated practical knowledge and expertise in regard to “best practices” related to City fire operations.
6. Abilities and experience with applying analytical and quantitative tools and models needed to undertake the work required under this RFP.
7. Provide a document that outlines the project approach (work plan). This shall include a narrative describing how project goals and objectives will be met. The description shall demonstrate the consultant’s capabilities, approaches, and methodologies that will be employed to accomplish the project. Included shall be a systematic and methodical description of how the scope of work will be accomplished, including a timeline with project benchmarks. Key personnel to be assigned to the project shall be identified along with assigned areas of responsibility.
8. The work plan shall be of a duration agreed upon by both parties but should not exceed twelve months, with summary reports to be submitted to the Project Lead at the end of each month, throughout the duration of the project.

2.1 **Points of Contact.**

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

Jessica J. Blow, CPPB, VCO
Contract Specialist
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Telephone: (804) 646-1820
Fax: (804) 646-5989
E-Mail: Jessica.Blow@richmondgov.com

2.1.2 **Technical Representative.** The City’s Technical Representative’s 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.

2.2 **Scope of Work.**

1. Analyze existing levels of service, delivery, and operational risks, including station locations, station boundaries, and apparatus placement based upon nationally recognized standards to include but not be limited to NFPA standards, 1710, 1500 and ISO rating schedules, for recommended travel distance, response area coverage, response time performance, and workload call distribution. Provide both geographic and demand-based service delivery models utilizing GIS mapping and related technology.
2. Analyze and provide recommendations for improvements, additions, and changes to services, facilities, staffing, apparatus, training, and information management based upon projected community growth, physical barriers, infrastructure, target hazard occupancies, land use, traffic patterns, socio-economic factors, and political climate.
3. Analyze and provide recommendations regarding staffing levels and practices necessary to support recommended operational changes, including location and configuration of stations, scheduling of personnel, and composition of staff, potential additional staff, and cooperation/coordination of efforts with other internal, City agencies.
4. Analyze and provide recommendations regarding reporting relationships, and the utilization of both Uniformed and Civilian personnel, including levels of authority and responsibility, and the manner in which efforts are planned, directed, coordinated, supervised and evaluated.
5. Analyze and provide recommendations to improve the efficiency and effectiveness of Department operations as it relates to the current deployment (response model), response times, safety and productivity.
6. Analyze the feasibility and methodology for RFES to adopt a fire-based EMS Model, including EMS Transport. Provide recommendations for alternative models, including staffing and deployment considerations, management oversight, opportunities and challenges that should be considered in adopting such a model.
7. Analyze and provide visual models of current response data. Provide recommendations, based on industry "Best Practices" and current CAD software, for response data analysis and modeling tools/software that would allow for ongoing just-in-time analysis, NFPA 1710 analysis, and demonstrative impact analysis of hypothetical operational, deployment, and facility changes.
8. Analyze and provide recommendations, additions, and changes to current prevention programs, public information, and education and service activities.

9. Analyze past, current, and projected city growth and fire/EMS and other emergency related incident patterns, including type, frequency and distribution of all calls for service by type, and the level and quality of the current service, to develop long-term strategies to improve efficiency and effectiveness of services.
10. Develop Critical Service Area benchmarks as they relate to the Department's operations as well as to similar urban core departments both in- and outside of Virginia as well as to "best practices" in the fire service industry.
11. Review other areas/issues deemed necessary by the Consultant or the City to meet the goals and intent of this study.
12. Provide a detailed work plan, including timeline and cost for each project benchmark.
13. A listing of all consulting projects that the offeror has completed within the last three (3) years for City governments must be provided. From these projects, identify and provide a brief summary of work done specifically in regard to City fire departments. In addition, the name, title, addresses and telephone number of a contact person from each organization for whom fire department studies have been done should be provided.

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 a master plan and the depth of resources to provide the Fire and Emergency Services Master Plan 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 Fire & Emergency Services comprehensive master plan 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 **Tab 9 - Price Proposal.** All expenses, except mileage or airfare, shall be included in the proposed costs.
- 3.9.2 **Pricing Arrangements.** Offerors should propose pricing arrangements consisting of a firm fixed price for all services rendered and materials supplied for the Fire and Emergency Services Master Plan. The proposal should explain in detail the components of the firm fixed price for the Fire and Emergency Services Master Plan. Offeror's shall include an itemized pricing proposal detailing the cost associated with each item proposed in the scope of work. Progress payments may be allowed provided such payments are based on completion of defined milestones in the Fire and Emergency Services Master Plan request for proposals.
- 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 of scoring. If a second round is conducted, the same evaluation criteria provided will apply:

Available Points

A. Experience..... 20 Pts.

This criterion considers (i) the offeror's documented past experience and past performance on any City contracts and contracts with emphasis in fire service contracts and fire based EMS contracts, (ii) the results of reference checks (iii) the offeror's experience in providing services solicited by this Request for Proposal 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.

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:

Jessica Blow, CPPB, VCO
Contract Specialist
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Phone: (804) 646-1820
Fax: (804) 646-5989
E-mail: Jessica.Blow@richmondgov.com

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

- 1.2.2 Form of Explanation.** No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals.
- 1.2.3 Addenda.** From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an offeror fails to acknowledge any addendum that (i) has a material

- effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The offeror shall be solely responsible for verifying the existence of all addenda items.
- 1.3 **No Contact Policy.** Any contact with any City representative concerning this Request for Proposals other than that outlined in section 1.2 ("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.
- 1.4 **Pre-Proposal Meeting.** The pre-proposal meeting will be held on Thursday, January 6, 2011 at 10:00 a.m. at City Hall, 900 E. Broad St., Room 1104, Richmond, VA. 23219.
- 1.5 **Other Documents.** The Statement of Needs and the Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.
- 1.6 **Disqualification Due to Participation in Preparation of Solicitation.**
- 1.6.1 **Prohibition.** City Code § 74-348(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.
- 1.6.2 **Definition.** For purposes of this section 1.6, the word "prepares" has the meaning set forth in City Code § 74-348(b) and thus includes but is not limited to the following:
- (1) Serving as a director or deputy director of the agency which has initiated the procurement;
 - (2) Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
 - (3) Serving as the procurement manager for the agency which has initiated the procurement;
 - (4) Serving as the procurement officer in charge of the procurement;
 - (5) Assisting in the development of specifications for invitations for bids or

requests for proposals;

- (6) Attending an evaluation committee meeting that is closed to the public;
- (7) Voting on or scoring a bid or proposal; or
- (8) Any other participation in the procurement process which could lead to unfair advantage.

1.6.3 **Disqualification and Waiver.** Pursuant to City Code § 74-348(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation.

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

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

2.0 **Preparation of Proposals.**

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

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

- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is a firm or corporation, the offeror must show the title of the individual executing the proposal and a resolution authorizing the individual to sign the proposal and any subsequent contract.
- 2.4 **MBE/ESB Participation.** 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 eight 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:

Jessica Blow, CPPB, 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



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.

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 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

DEFINITIONS	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	
	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:
--	--------------



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 # Date of Contact	Fax Fax # Date of Contact	Email Email Address Date of Contact	Newspaper or Other Publication Name of Newspaper or Other Publication Date (s) of Advertisement	Other Separate Written Statement with any supporting documentation for each contract	Response of Contacted Firms MBE/ESB Response Yes, No, No Response or Comment	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)
ABC Co., Inc. Joe Johns 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	(804) 555- 5555 01/28/09	(804) 555- 5555 01/28/09	ABC@gmail.com	Times Dispatch	See Attachment	Yes	1

Additional copies can be made



CITY OF RICHMOND

900 East Broad Street, Room 1000
Richmond, VA 23219

ACH – DIRECT DEPOSIT FORM **PAYMENT INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPANY: _____

Signature: _____

Print Name: _____

Title: _____

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:

For the CITY:

By: _____
(signature in ink) *Date*

(typed name)

(signature in ink) _____ Date _____

(typed title)

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

Byron C. Marshall
Chief Administrative Officer

ATTEST: _____
Date

IF A CORPORATION, AFFIX CORPORATE SEAL