

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
January 4, 2010**



Request for Proposal J10185-1
Fire Station No. 17 – A/E Services

Due Date: February 2, 2010
Time: 3:30P.M.

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

Request for Proposal Prepared by:

Name: Oscar Knott, VCO

Title: Contract Specialist

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

Email: joseph.knott@richmondgov.com

Department of Procurement Services

www.RichmondGov.com/business/bids_proposals

Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP J10185-1.

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

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Richmond, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Richmond, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Richmond.

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

Complete Legal Name of Firm:

Order from Address:

Remit to Address

Fed ID No.:

***Virginia License Number**

Signature:

Name (type/print):

Title:

Telephone:

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

EMAIL:

Date:

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

* Please note that state law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia

STATEMENT OF NO OFFER

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

RFP#: _____ Service: _____

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

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

Remarks:

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

Company Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

PART I

STATEMENT OF NEEDS

1.0 Introduction.

1.1 Purpose.

The City of Richmond (the “City”) is seeking responses to this Request for Proposals for the services of an experienced and professionally qualified design firm to provide comprehensive design services required to construct a new Fire Station No. 17 (the “Project”) at a new site. Proposing design firms shall have the necessary experience, resources, and demonstrated ability to deliver the design services for the Project on time, within budget, and with high quality.

1.2 Background.

The Project provides for the complete replacement of the existing Fire Station No. 17 currently located on Bainbridge Street in the Old South Planning District due to its age, condition and inability to meet the operational and personnel requirements of the Fire Department. Built in 1917 for horse drawn equipment, the one story brick and frame building has been in continuous use without any significant renovation. The current Fire Station No. 17 has significant operational deficiencies and substantial on-going facility maintenance problems reflective of a ninety-two year old facility.

The new Fire Station No. 17 will be located on Semmes Avenue between West 22nd and 24th Streets on a portion of the Canoe Run Park providing substantially improved service to the neighborhoods from a 21st century fire station and public service facility. Implementation of the Project will provide a work environment that is safe, healthy and appropriate for the diverse workforce of today, including accommodations for full time resident fire fighters. The Project will also include several access, lighting and trail improvements to Canoe Run Park.

The Project approach is to be based on the conceptual program developed in the January 9, 2009 Replacement Facility Needs Assessment Study For Fire Station No. 17 prepared by PSA Dewberry for the City. Note that the community room area is not in the Project primary scope and will be considered as a possible add alternate package. A copy of the referenced study is available electronically on the Department of Procurement Services website.

An aerial photograph of the site with an overlay of the proposed Fire Station No. 17 facility and site per the above noted study is also attached to the RFP for reference.

The Project has received Federal stimulus funding under the ARRA Assistance to Firefighters Fire Station Construction Grant and the Project will be subject to all associated requirements. Proceeding with the design of the project will be contingent upon inclusion of the grant and additional required funding in the City Capital Improvement Plan Budget to be authorized by City Council.

1.3 **Points of Contact.**

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

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

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

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

2.0 **Requirements and Deliverables.**

2.1 **General Requirements.**

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

2.1.2 **Delivery.** Each deliverable shall be delivered in a timely manner and in accordance with the contract schedule to the Technical Representative. The complete construction project plans and specifications shall be completed no later than twelve (10) months after receiving contract award and Notice to Proceed.

2.1.3 **Performance Evaluations.** Performance evaluation of the Contractor shall take place at the completion of the project. The City's Vendor Performance Evaluation

Form (see Appendix of Forms) shall be used for the evaluation and results shall be on record and distributed to the Contractor.

2.2 **Scope of Work.**

Provide comprehensive design service for the Project resulting in complete construction documents for bidding Project construction within ten (10) months, preferably sooner, of receiving the design Notice to Proceed. Comprehensive design services include but are not limited to the following:

- A. The necessary support for reviews and approvals by the Urban Design Committee, Planning Commission, and other required agencies.
- B. Construction cost estimates at 100% Schematic Design, 100% Design Development, and 95% Construction Documents.
- C. Necessary support, meetings, and presentations to obtain permits, including meetings early in the design process to ensure coordination with the plan review teams and their requirements.
- D. Provide design process plan and schedule within ten (10) working days of the design Notice to Proceed and updated design plan/schedule at least monthly for review and approval.
- E. Design to incorporate Green Building/Sustainable Design/Energy Efficiency principles and guidelines with the goal of attaining a LEED Silver or better certification.
- F. Provide project construction bidding support.
- G. Provide complete design services support during the construction phase.
- H. Provide Construction Administration services during the construction phase, including startup, closeout, and occupancy

This work is federally funded by the American Recovery and Reinvestment Act of 2009 ("ARRA") and shall be performed in accordance with all ARRA requirements.

3.0 **Proposal Contents.** The proposal must include all of the information set forth in this section and be organized as set forth in this section.

3.1 **Tab 1 – Signed Forms and MBE/ESB Participation.** This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement and Office of Minority Business Development Forms included with this Request for Proposals.

3.2 **Tab 2 – Executive Summary.** This tab should provide a brief summary of the proposal content, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.

3.3 **Tab 3 – Offeror History.** This tab shall include a presentation of the overall design capabilities and A/E accomplishments of the firm.

- A. Explain the size of your firm, including years in business, office location and legal structure.

- B. Provide overall firm professional and staff resources, including organizational chart.
 - C. Financial Information: Provide banking references, recent financial statement, 10-K Report and identify bankruptcy filings with sufficient explanation.
 - D. List all litigation and claims involving the firm, employees or agents with respect to any work over the past ten years.
 - E. Provide a listing of all insurances and coverage amounts carried by the firm and provided for the requested services, including insurance company contact information.
- 3.4 **Tab 4 – Project Design Plan & Approach.** This tab should describe in detail the offeror’s proposal for providing the Design Professional Services solicited by this Request for Proposal, including the following:
- A. A Project design plan from NTP to Project completion/occupancy.
 - B. Summary design schedule for delivery of complete design package, including planning/scheduling software.
 - C. Plan for specific project construction cost estimates through the design process, including basis for developing estimates.
 - D. Green Building / Sustainable Design / Energy Efficiency design plan and process.
 - E. Provide a summary listing of typical deliverables for the design process.
- 3.5 **Tab 5 – Design Team.** This tab should present the proposed Project design team, including an organizational chart. It should identify all professional and staff employees that will be assigned to provide the services solicited by the Request for Proposals. Organizational chart should also include any subcontractors that will be presented in detail in the next tab. For each key person identified by the offeror, this tab should include the following information, provided in resume 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, including a list of similar specific projects directly involved with over the past five (5) years.
- 3.6 **Tab 6 – Design Team Subcontracting.** This tab should identify any of the required services that you intend to subcontract, providing the following information:
- A. Reasons for subcontracting.
 - B. Proposed subcontractor responsibilities.
 - C. Identity of proposed subcontractors including location, relevant personnel and experience, previous direct experience using the subcontractor on projects and any other relevant supporting information.
- 3.7 **Tab 7 – Experience & References.** This tab should include the following:
- A. Provide three (3) specific fire station projects where the Offeror has performed as the lead design firm for comprehensive fire station projects of similar scope and size.

- B. Each project reference should briefly present the following: 1) project scope, 2) location, 3) services performed, 4) design cost and any change orders, 5) design schedule, 6) construction cost and change orders, 7) construction schedule and 8) final overall delivery summary regarding cost, time and owner satisfaction.
- C. Provide names, addresses and telephone numbers for reference check contacts for each noted project. By submitting this contact information with its proposal, the Offeror grants its consent for the City to contact each reference for the purpose of evaluating the Offeror's proposal.
- D. This tab should also include the names, addresses and telephone numbers of at least three (3) other local governments with whom Offeror has worked with on projects 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 the purposes of evaluating the Offeror for this Contract and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

3.8 **Tab 8 – Project Approach.** This tab should describe in detail the offeror's proposal for providing the design services solicited by this Request for Proposals and also include the following:

- A. Proposed design team and organizational chart with specific names of individuals for each position, including consultants and subcontracted work.
- B. Outline summary of the comprehensive design process from Notice to Proceed to Project completion for both Phases I and II.
- C. Summary plan and schedule for the comprehensive design services from Notice to Proceed to Project completion for both Phases I and II.
- D. Plan and process for specific project construction cost estimates during the design process.
- E. Summary listing of typical deliverables for the design process.

3.9 **Cost and Pricing.**

3.9.1 **No Price Proposal.** Pursuant to City Code § 74-72(b) (*see also* Va. Code § 2.2-4301), this Request for Proposals does not request that offerors furnish estimates of man-hours or costs for services with the offeror's proposal.

3.9.2 **Negotiation of Pricing Arrangements.**

The Offeror selected for final contract negotiation and award through the qualification based evaluation process will be requested to submit a price proposal for the project. This price proposal shall provide specific cost information as may be

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

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

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

Available Points

A. Project Design Plan and Systems..... 20 Pts.

This criterion considers (i) the offeror's detailed delivery plan for design of the new Fire Station No. 17, and (ii) the systems to be used to provide the services solicited by this Request for Proposals as set forth in the offeror's proposal.

B. Design Team and Subcontracting..... 20 Pts.

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

C. Experience and References 20 Pts.

This criterion considers both the overall experience of the offeror on providing the required design services and the results of the references supplied by the offeror.

D. Completeness and Compliance with Requirements 5 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. Accessibility (see City Code § 74-73)..... 5 Pts.

E. MBE / ESB Commitment 30 Pts.

The MBE/ESB participation goal for this contract is **10%**. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the

Terms and Conditions for the MBE/ESB provisions applicable to this Contract.

Total Available Evaluation Points 100 Pts.

END OF STATEMENT OF NEEDS

PART II

INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Incorporation of City Policies and Procedures. This Request for Proposals is subject to the provisions of Chapter 74 of the Code of the City of Richmond, as amended, and the Policies and Procedures of the Department of Procurement Services, as amended, which are hereby expressly incorporated into this Request for Proposals by reference. Offerors may inspect copies of these documents at the City's website, www.RichmondGov.com.

1.2 Explanations to Offerors.

1.2.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten (10) business days prior to the closing date to:

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

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

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

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

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

- 1.3 **No Contact Policy.** Any contact with any City representative concerning this Request for Proposals other than that outlined in section 1.2 ("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.
- 1.4 **Pre-Proposal Meeting.** A pre-proposal meeting will held on Tuesday, January 12, 2010, 9:00 a.m. located at City Hall, 11th Floor, Room 1104 Conference Room.
- 1.5 **Other Documents.** The Statement of Needs and the Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.
- 1.6 **Disqualification Due to Participation in Preparation of Solicitation.**
 - 1.6.1 **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.** It is the policy of the City to encourage minority participation in all City contracts. To implement this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. In the proposal evaluation process, up to 30 points will be given to those proposals that have the most substantial degree of minority business enterprise and emerging small business participation. In order to expedite the evaluation process, we have attached the Participation Commitment Minority Business Enterprise and Emerging Small Business form. The offeror should complete this Commitment Form, indicating the percentage of participation for this Request for Proposals. The completed form must accompany the proposal, or the offeror will forfeit the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation in the evaluation criteria.
- 2.5 **Faith-Based Organizations.** The City does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 74-47 (Va. Code § 2.2-4343.1).
- 2.6 **Licenses, Permits and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.
- 2.7 **Public Inspection of Records.**
- 2.7.1 **In General.** All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- 2.7.2 **Inspection by Offerors.** Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- 2.7.3 **Proprietary Information.** Pursuant to City Code § 74-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i)invokes the protections of

this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.

- 2.8 **Use of Brand Names.** Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the offeror's pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified.
- 2.9 **Descriptive Literature.** Each offeror shall submit with its proposal descriptive literature of equipment or supplies that the offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and the City will evaluate the offeror's proposal accordingly.
- 2.10 **Exceptions.** An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Request for Proposals that is a condition of the offeror's proposal or that the offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. Exceptions typically count against an offeror during the evaluation process and may even result in the City declaring the offeror's proposal to be non-responsive. However, any exceptions taken must refer to the specific language of the Request for Proposals to which the offeror objects and must be included with the offeror's proposal under a separate tab. The City shall be entitled to assume that the absence of any exceptions constitutes the offeror's willingness to comply with all requirements of all parts of the Request for Proposals.
- 3.0 **Warranties and Representations of Offeror.**
- 3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.
- 3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Richmond City Charter, or the Richmond City Code (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal

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

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

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

3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, or partners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

4.0 **Submission of Proposals.**

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

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

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

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

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

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

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

- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before October 27, 2009 at 3:30 p.m. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Procurement Officer shall not be considered a violation of this section.

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

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

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

5.0 **Evaluation and Selection Process.**

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

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

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

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

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

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

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

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

END OF INSTRUCTIONS TO OFFERORS

PART III

TERMS AND CONDITIONS

1.0 Duration of Contract.

1.1 **Commencement and Expiration.** This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire at the completion of the construction of the project being designed, unless terminated earlier in accordance with the provisions of this Contract or if more time is required as demonstrated in an approved project schedule submitted the Contractor.

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

2.0 Contractor Responsibilities.

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

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

2.3 **Anti-Kickback Provision.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The provisions of City Code § 74-349 (*see also* Va. Code § 2.2-4374) concerning the purchase of building materials, supplies or equipment from architects and engineers apply to this Contract.

2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for the City's use or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made

effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

2.6 Contractor Misrepresentation.

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

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

2.7 Drug-Free Workplace.

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

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

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

2.8 Human Rights.

2.8.1 Civil Rights Act Compliance. During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974

by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

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

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

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

2.8.2 **Richmond City Code Compliance.** Pursuant to section 74-74 of the Code of the City of Richmond (2004), as amended:

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

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

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

2.10 **Personnel.** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

2.11 **Work Product.**

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

2.11.2 **Ownership of Work Product.** For purposes of this section, drawings, specifications and other documents, whether in paper, electronic or other media, prepared by the Contractor in order to perform the services required under this Contract are referred to as the "Instruments of Service." The Contractor shall be deemed the author and owner of the Instruments of Service until such time as payment is made therefor, at which time the City shall become the owner of the Instruments of Service. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City. The City, upon making payment for the Instruments of Service, shall have full and exclusive rights to use the Instruments of Service in any manner not inconsistent with state law. The Contractor shall not use the Instruments of Service on any other work or release any information about the Instruments of Service without the express written consent of the City.

2.11.3 **Work Product Submission.** Drawings, specifications and other documents shall be provided to the City in a hard copy format as well as an electronic copy format. Electronic format will vary depending upon the request from the City but shall be either PDF format or AutoCAD format.

- 3.0 **Payment.**
- 3.1 **Basis.** City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Statement of Needs and the Contractor's final proposal.
- 3.2 **Schedule.** The Contractor shall invoice the City monthly for the services performed under each Project Task Order as set forth in the Project Task Order.
- 3.3 **Terms.** The City shall pay the Contractor as follows: Net 30 days.
- 3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.
- 3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.
- 3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.
- 3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.
- 3.8 **Invoices.** The Contractor shall submit invoices in four copies identifying each item billed as well as both the Price Agreement Release Number and the Price Agreement Number. All invoices submitted by the Contractor shall set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item.
- 3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such minority subcontractor or vendor performed on the MBE-3 form available on the City's website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract,

the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.

3.10 **Payment by EDI.**

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

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall defend, hold harmless and indemnify the City from and against any and all liability for damage arising out of the negligent acts, errors or omissions, recklessness or intentional wrongful conduct of the Contractor in the performance of this Contract. Further, the Contractor shall assume the entire responsibility and liability for any and all damages arising out of any negligent acts, errors or omissions, recklessness or intentional wrongful conduct of the Contractor or any subcontractors, agents or employees thereof in the performance of this Contract. The Contractor shall hold harmless and indemnify the City and any agents, volunteers, servants, employees and officers thereof against liability, including but not limited to court costs and attorneys' fees, which either or both of them may suffer, pay or incur as the result of any claim or legal action arising out of any negligent acts, errors or omissions, recklessness or intentional wrongful conduct by the Contractor in the performance of this Contract. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

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

4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.

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

- (i) Subrogation against the City shall be waived.

- (ii) The City and its officers, employees, agents and volunteers shall be named as an additional insured, except on any errors and omissions or professional liability insurance.
- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 45 days' written notice to the City.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

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

4.2.3 **Evidence to Be Furnished.**

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

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured as required by the Contract and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 45 days' written notice to the City. All certificates of insurance shall show the City's Contract Number.

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

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

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.

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

5.0 **Assignment, Delegation and Subcontracting.**

- 5.1 **By City.** The City may assign its rights or delegate its duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.
- 5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.
- 5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.

6.0 **Remedies and Termination.**

- 6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.
- 6.2 **Termination with Cause.**
 - 6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
 - 6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City's notice of termination with cause shall be deemed null and void.
 - 6.2.3 **Effect.** Upon such termination, the City shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the City up to the time of termination and upon delivery to the City of all completed or partially completed

work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.3 Termination without Cause.

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

6.3.2 Effect. Upon such termination, the City shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the City up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.4 Termination by Contractor.

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

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

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

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

7.0 Dispute Resolution.

7.1 Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of

Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

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

7.3 **Contractual Claims.**

7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Director of Procurement Services no later than 60 calendar days after final payment. (See City Code § 74-192(a); see also Va. Code § 2.2-4363(A).)

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

7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 74-192 shall govern the consideration of contractual claims. The Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (See City Code § 74-192(b); see also Va. Code § 2.2-4363(B).)

7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 74-193 or institute legal action as provided in City Code § 74-194 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the Director of Procurement Services to render a final decision within the

90-day time limit shall be deemed a final decision by the City denying the claim. (See City Code § 74-192(c); *see also* Va. Code § 2.2-4363(D).)

- 7.3.5 **Finality of Decision.** The decision of the Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 74-193 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 74-194. (See City Code § 74-192(d); *see also* Va. Code § 2.2-4363(E).)
- 7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (See City Code § 74-192(e).)
- 7.4 **Alternative Dispute Resolution.** The Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (See City Code § 74-195; *see also* Va. Code § 2.2-4366.)
- 7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**
- 8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, the Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor’s expense to a location in the metropolitan Richmond area.

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

8.7.2 **Address.** All notices to the City shall clearly indicate the City's Contract Number and shall be directed to:

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

And

City Technical Representative - TBD

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

END OF TERMS AND CONDITIONS

APPENDIX OF FORMS

1. Sample Contract
2. Minority Business Enterprise / Emerging Small Business Forms
3. Vendor Performance Report
4. ACH-Direct Deposit Form
5. Aerial Photograph
6. American Recovery and Reinvestment Act Assistance to Firefighters Station
Construction Grants – Firefighter Safety of Community Safety – Agreement Number:
EMW-2009-FC-03949R.

**CITY OF RICHMOND
GOODS AND SERVICES CONTRACT**

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

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. <NUMBER> (the “Request for Proposals”) for **(description of service)**.

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

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.
2. **Contract Amount.** The maximum authorized contract amount for this Contract is <AMOUNT IN WORDS> U. S. dollars (\$<AMOUNT IN NUMERALS>). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents.
3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from first to last:
 - A. This Goods and Services Contract between the City and the Contractor.
 - B. The Terms and Conditions attached to the Request for Proposals (as modified by any addenda).
 - C. The Contractor’s Final Revised Proposal dated <DATE>.
 - D. The Statement of Needs attached to the Request for Proposals (as modified by any addenda).
 - E. The Instructions to Offerors attached to the Request for Proposals (as modified by any addenda).

All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract in three counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

For the CONTRACTOR:

For the CITY:

By: _____
(signature in ink) Date

By: _____
Date

Director of Procurement Services

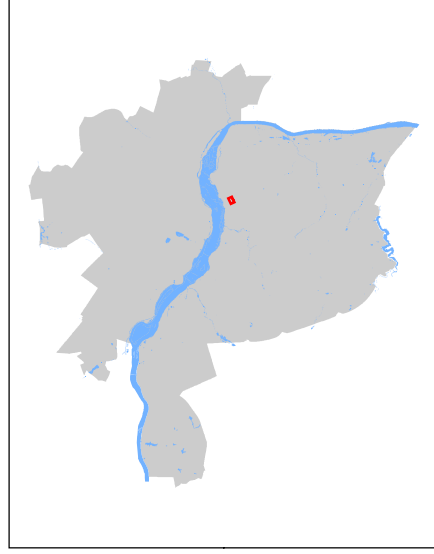
(typed name)

(typed title)

ATTEST: _____
Date

IF A CORPORATION, AFFIX CORPORATE SEAL

City of Richmond, VA
Geographic Information Systems



Fire Station No. 17

Richmond, Virginia

Map printed by mathupk on 2009-12-11.

Document Path: C:\Documents and Settings\mathupk\Desktop\fs17FS17_v2.mxd

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

AMERICAN RECOVERY AND REINVESTMENT ACT ASSISTANCE TO FIREFIGHTERS STATION CONSTRUCTION GRANTS – Firefighter Safety or Community Safety

GRANTEE: City of Richmond Dept of Fire & Emergency Services

PROGRAM: Firefighter Safety or Community Safety

AGREEMENT NUMBER: EMW-2009-FC-03949R

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	Other Reporting
Article X	FEMA Officials
Article XI	Additional Requirements

Article I - Project Description

The purpose of the ARRA-SCG is to build new or modify existing fire stations in order for departments to enhance their response capability and protect the community they serve from fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees

to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the ARRA-SCG in accordance with these Articles of Agreement and the program guidelines provided in the ARRA-SCG Guidance and Application Kit. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **25-SEP-09 to 24-SEP-12**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for each object classes of this grant:

Administrative Expenses and Legal Expenses
Relocation Expenses and Payments
Architectural and Engineering Fees
Construction
Demolition and Removal
Equipment
Land Development
Land, Structures, Rights-of-way, Appraisals, etc.
Other Architectural and Engineering Fees
Preliminary Expenses
Project Inspection Fees
Site Work
Project (Program) Income
Other
Total

NEGOTIATION COMMENTS (IF APPLICABLE)

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)

4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the ARRA-SCG guidance and application kit.

Article VIII - Financial Reporting

The grantee must complete an on-line, semiannual financial status report to meet FEMA requirements. Semiannual financial reports are due within 30 days of the end of every six month period for the life of the grant. At the end of the performance period, or upon completion of the grantee's final program narrative, the grantee must complete an on-line final financial status report that is required to close out the grant. If a grantee's performance period is extended beyond the initial 12-month period, a financial report is due every six month increment until closeout.

Article IX - Other Reporting

Additional ARRA Reporting and Compliance Requirements

The ARRA-SCG must comply with additional reporting and compliance requirements as dictated in the ARRA language and additional OMB Guidance.

1. Other Standard Terms and Conditions. All other grant policy terms and conditions contained in applicable Department of Homeland Security (DHS) Grant Policy Statements apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Recipients are responsible for contacting their grant managers for any needed clarifications. Sub-awards include sub-grants and sub-contracts issued from this award.

2. Recipient Reporting.

- a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at

<http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

3. Buy American - Use of American Iron, Steel, and Manufactured Goods

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless DHS waives the application of this provision. (ARRA Sec. 1605)

4. Wage Rate Requirements Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

5. Whistleblower Protection - Each recipient or sub-recipient awarded funds made available under the ARRA shall promptly refer to the DHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. (ARRA Sec. 1553) The DHS Office of Inspector General can be reached at <http://www.oig.Department.gov/fraud/hotline/>

6. DUNS/CCR – Recipients must require that first tier sub-recipients begin planning activities, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR) no later than the first time ARRA data requirements are due.

7. Schedule of Expenditures of Federal Awards

- a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Nonprofit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.
- c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.
- d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the U.S. Government Accountability Office.

- 8. Responsibilities for Informing Sub-recipients** Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.
9. The recipient agrees that all allocations and use of the funds under this grant will be in accordance with the current version of 2 CFR Part 176 and any updates hereafter.
10. All recipients must register at www.FederalReporting.gov prior to fulfilling their reporting obligations.

Article X - FEMA Officials

Program Officer: Tom Harrington, Deputy Director of the Assistance to Firefighters Grants Program Office, is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: DONNA SIMMONS is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Article XI - Additional Requirements

The recipient is prohibited from obligating, expending or drawing down funds provided through this award until FEMA completes and approves all required reviews. Upon approval, the special condition will be removed and the grantee will be notified via an amended award package.

ARRA-SCG are subject to all applicable environmental and historic preservation requirements. Applicants seeking assistance to build new or modify their facilities may undergo additional screening. Specifically, FEMA is required to ascertain to what degree the proposed station construction or renovation might affect an applicant's facility relative to the National Environmental Policy Act, National Historic Preservation Act of 1966, National Flood Insurance Program regulations, and any other applicable laws and Executive Orders. No project that involves a station construction can proceed – except for project planning – prior to formal written approval from FEMA. As your award includes station construction, you are responsible for contacting the program office so you can be given direction on how to proceed. Your contact in the AFG program office is Stephen Pezzetti (stephen.pezzetti@dhs.gov). Noncompliance with these provisions may jeopardize an applicant's award and subsequent funding.

ARRA-SCG award recipients (grantees) must also agree to:

- (1) Perform, within the designated period of performance, all tasks (scope of work) as outlined in the grantee's application as approved by FEMA in accordance with these Articles of Agreement.
- (2) The grantee is not required to provide any cost-share for the ARRA-SCG. However, if the grantee offered to share in the cost of the project in their application, they are obligated to provide a cost-share at no less than the percentage pledged in the application.