



Solicitation No. H09097-1

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

Date: December 1, 2008



**Request for Proposal # H09097-1
Information Technology Staff Augmentation Services**

Description: Richmond Supply Schedule

Due Date: Wednesday, January 7, 2009

Time: 3:30 P.M.

**Receipt Location: City Hall, 900 East Broad Street
11th floor, Room 1104
Richmond, Virginia 23219**

REQUEST FOR PROPOSAL PREPARED BY:

Dena B. Hasty, VCO

Contracts Specialist

Dena.Hasty@richmondgov.com

Telephone (804) 646-5722 Fax (804) 646-5989

**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 #H09097-1.

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

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

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

Complete Legal Name of Firm:

Order from Address:

Remit to Address

Fed ID No.:

***Virginia License Number**

Signature:

Name (type/print):

Title:

Telephone:

() _____

Fax No.: () _____

Email:

Date:

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

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



STATEMENT OF NO OFFER

Offerors not submitting an offer for the commodity or service requested must fax this form to the Procurement Office at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Procurement Official responsible for this solicitation **at least ten (10) business days prior to the solicitation closing date.**

RFP#: **H09097-1**

Product: Richmond Supply Schedule for Information Technology Staff Augmentation Services

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 WORK

1.0 INTRODUCTION

1.1 Purpose

The City of Richmond (the “City”), a municipal corporation and political subdivision of the Commonwealth of Virginia, is issuing a solicitation for the acquisition of Information Technology Staff Augmentation Services under its Supply Schedule Program. The contract or contracts awarded under this solicitation will be the primary medium for all City agencies to utilize in acquiring these services. The use of the Schedule will be mandated to all City agencies after a short transition period.

1.2 Definition

Staff augmentation contracts are the contractual vehicles under which firms can quickly provide other organizations with specific services performed by its pool of employees. The staff augmentation contractor is the legally responsible employer and maintains that relationship during the time its employees are assigned to a client. The firm, not the client organization, recruits, tests, screens, hires, trains, assigns, pays, provides benefits and leave to, and as necessary, addresses performance problems, disciplines, and terminates its employees. Among other employer obligations, the firm is responsible for payroll deductions and payment of income taxes, social security (FICA), unemployment insurance, and workers' compensation, and provides required liability insurance and bonding.

1.3 Background

The City is in the process of streamlining its purchasing and acquisition operations with the intention of awarding a significant number of new contracts as a means to improve the overall efficiency and effectiveness of its contracting and procurement activities. This new program, the Richmond Supply Schedule, is an indefinite delivery, indefinite quantity, multiple award schedule that will enable all City agencies to order a wide scope of goods within major commodity groups.

This effort will provide City agencies with a tool to meet their demand for commonly used and recurring commodities, as well as assist with meeting its minority business enterprise and emerging small business goals and objectives, while reducing acquisition lead-time by purchasing recurring commercial products and services under a pre-negotiated firm fixed price contract vehicle.

Development of the Richmond Supply Schedule Program will also provide the City with the ability to:

- 1) Implement e-business solutions to reduce acquisition life cycle;
- 2) Assist program staff in obtaining contracted products and services in a timely and successful manner;



- 3) Ensure the government receives a reasonable return on its contracting investment; and
- 4) Ensure that procurements are outcome based and that contractors' activities can be measured to ensure that the City's needs are met.

This Request for Proposals provides the minimum technical specifications required by the City. This solicitation will result in a one-year contract with four option periods of one year each. This is an open market solicitation.

2.0 SCOPE OF WORK

This Information Technology Staff Augmentation Schedule is intended to provide City agencies with staff augmentation and allow City agencies to quickly respond to changing staffing requirements that arise when critical projects temporarily warrant more assistance or when key staff members are unavailable for work due to emergency, accident, illness, family responsibilities, jury services, etc. A list of the most commonly used labor categories and an appropriate labor category description is attached to this solicitation as Exhibit B. However, this list is not exclusive and the offeror should submit with their proposal any and all labor categories, along with labor category descriptions, that the offeror normally provides to the general public.

2.1 Contract Requirements

The Contractor(s) shall furnish Information Technology Staff Augmentation personnel that are fully qualified, experienced and trained and meet all of the requirements delineated in this solicitation. Specific skills will be outlined in each purchase order issued under an ensuing Information Technology Staff Augmentation contract.

- A. All temporary personnel assigned to the City must be **employees** of the contractor. The contractor will be responsible for all payroll processing, timekeeping, FICA, W-4 Forms, Workers' Compensation, Liability Insurance and must meet all other employer Federal and State requirements.
- B. The contractor shall screen all temporary personnel assigned to the City to assure that they are not under the influence of any controlled substance and do not possess a criminal conviction record. All employees shall be free of any felony convictions.
- C. All personnel supplied by the contractor should be available for the entire length of the assignment. If an individual is unable to complete an assignment, a one-week notice is preferred.
- D. Any City Agency shall have the right at any time to refuse any temporary personnel supplied by the contractor(s) for a job related deficiency. Refusal of any temporary personnel shall not be based on race, color, religion, sex, age, national origin, disability or political affiliation in accordance with Equal Opportunity Employment Guidelines. The rejected employee shall be immediately removed and arrangements made for a suitable replacement within 24 hours after notification of removal by the City.



- E. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for assuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use city phones, and the like, except as authorized.
- F. The City reserves the right to request the removal of any of the Contractor's employees immediately from any of the buildings at any time for reasonable cause. Such requests will be made to the Contractor or his supervisory personnel only.
- G. At no time shall the City's Representative assume the role of the supervisor of the Contractor's personnel. Should the City's Representative observe any action by Contractor's personnel that requires correction, he shall immediately report the action to the Contractor's supervisor, who in turn shall take immediate corrective measures. In the event the Contractor's supervisor does not take immediate corrective measures, the City's Representative shall exercise the option of requesting the removal of the offending Contractor's employee from City property. The City's Representative will make a written report of any occurrence of misconduct by the Contractor's employees to the Superintendent of Custodial Services within twenty-four (24) hours of such an occurrence.
- H. It is agreed that any of the following actions by the Contractor's employee(s) shall be cause for removal. These include but are not limited to:
 - 1. Employee in any portion of the building in which his presence is not required by his work.
 - 2. Using any telephone except those designated by the City for use by the Contractor's employees.
 - 3. Unauthorized use of any office equipment or supplies in the office areas.
 - 4. Opening any drawers, cabinets, files, etc., or reading or removing any letters, documents, etc.
 - 5. Engaging in any loud, boisterous conduct.
- I. The normal working hours for staff augmentation services personnel vary from agency to agency. However the hours of operation for most City Agencies is 8:00 a.m. to 5:00 p.m., Monday through Friday. There may be requirements for evening, weekend, and overtime work. Weekend work shall be defined as Saturday and Sunday. Overtime shall be defined as hours worked in excess of 40 per week. Lunch periods will be 60



minutes and the time will be determined by the using Agency. No payments will be made for lunch period.

- J. The contractor selected by the City to fill a job request will be given four (4) hours to confirm the availability of an employee to fill the request. In the event the contractor is unable to confirm an employee's availability, the City may cancel the request and place the order with another contractor.
- K. In the event that the necessary number of temporary personnel required by the agency has not reported to work by the time required, the Agency may secure the necessary personnel from another vendor.
- L. In the event of an emergency requirement by the City, the contractor(s) shall respond to the request in the time frame established in the emergency purchase order.
- M. It will be the responsibility of the contractor(s) or their temporary employees to provide transportation to the required location.
- N. If, during the period of the contract, additional temporary support services not listed in the Contract are required, the Department of Procurement Services may solicit price quotations from the contractor(s) and/or add the positions to the Contract.
- O. The contractor(s) shall supply all temporary personnel with time cards. Hours worked will be signed on a weekly basis by the using Agency supervisor.
- P. The contractor shall not charge any City Agency any placement fees or agency fees if a temporary employee submits an application for employment with any City Agency and is selected for employment through a competitive selection process.
- Q. The vendors are encouraged to offer alternative services and additional positions not listed in Exhibit B, Information Technology Services, Labor Category Specifications.
- R. Contractors are encouraged to form working relationships with other firms, including minority firms so that the City of Richmond can be assured of continuing temporary availability.
- S. The dress code of the Agency issuing the purchase order must be followed.
- T. When a City I. D. badge is issued to a temporary employee, the badge must be returned at the end of the assignment. The Contractor shall pay for any badge replacement cost.

2.2 Purchase Orders

2.2.1 Generally

The Contractor shall provide temporary services pursuant to authorized purchase orders that may be issued during the term of the Contract. Payment and billing information shall



be established in the individual purchase orders. All purchase orders are subject to the terms and conditions of this Contract. In the event of conflict between a purchase order and the Contract, the Contract shall control. Each purchase order shall include (i) the contract number, (ii) the purchase order number and (iii) all delivery, destination, and point of contact information.

2.2.2 Paper Purchase Orders

The City may issue paper purchase orders on the City's usual forms. If mailed, a purchase order is considered "issued" when the City deposits the order in the mail. Such purchase orders will be sent to the address provided by the Contractor in its proposal for receipt of purchase orders.

2.2.3 Facsimile Purchase Orders

The City may issue purchase orders by facsimile transmission. Such purchase orders shall be transmitted to the facsimile transmission provided by the Contractor in its proposal for receipt of purchase orders. If sent by facsimile transmission, a purchase order is considered "issued" as of the date on which the City transmits the purchase order, as stated on the facsimile transmission confirmation notice confirming successful transmission of the purchase order.

2.2.4 Electronic Purchase Orders

The City is in the process of developing procedures for the use of electronic commerce methods (other than facsimile transmission) in purchasing. Accordingly, the City reserves the right to make purchases under this Contract by electronic commerce methods. However, purchase orders by electronic commerce methods shall only be valid if such purchase orders are issued in accordance with the City's policies and procedures for electronic commerce.

2.3 Commodity Code Classification System

The City has adopted the universal Commodity Code Classification system developed by the National Institute of Governmental Purchasing, Inc. ("NIGP"). The NIGP code is a numeric coding structure that identifies goods at several levels of detail. Offerors will be required to classify all services offered under the Richmond Supply Schedule in accordance with the NIGP coding system upon submission of their Authorized Schedule Pricelists (see Section 2.4 ("Submission and Distribution of Authorized Schedule Pricelists") of this Part of the Request for Proposals).

2.4 Submission and Distribution of Authorized Schedule Pricelists

- A. The Contractor shall prepare, print, and distribute a paper copy of its Authorized Schedule Pricelist by either:
 - 1. Using the commercial catalog or price list or both as accepted by the City, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by lining out those items or by a stamp across the



face of the items stating “NOT UNDER CONTRACT” or “EXCLUDED;” or

2. Composing a price list in which only those items, terms, and conditions accepted by the City are included and which contain only net prices, based upon the commercial price list less discounts accepted by the City. In this instance, the Contractor must show on the cover page the notation “Prices Shown Herein Are Net (discount deducted)”.

In either instance, the Authorized Schedule Pricelist shall include the following information:

- a. Contract number
 - b. Contract period
 - c. Contractor’s name, address, telephone number and fax number
 - d. Contract administration source (if different from preceding entry),
 - e. Business size and makeup (large, small, disadvantaged, enterprise zone, etc.)
- B. Within 30 days following notification of (i) contract award, (ii) price increase or (iii) price reduction, the Contractor shall provide to the Contracts Specialist:
1. Two paper copies of the Authorized Schedule Pricelist; and
 2. The Authorized Schedule Pricelist on a common-use electronic medium. The Contracts Specialist will provide detailed instructions for the electronic submission of the Authorized Schedule Pricelist with the award notification, if applicable.
- C. The Contractor shall distribute all paper copies of the Contractor’s Authorized Schedule Pricelist during the period of the Contract to any authorized Schedule user, upon request. At a minimum, the Contractor should be prepared to distribute a paper copy of the Authorized Schedule Pricelist to each City agency.

2.5 Cancellation or Termination of Purchase Order

The Using Agency shall have the right to cancel for cause or terminate for convenience any purchase order it issues. For purposes of this solicitation, the term “Using Agency” refers to the specific City agency issuing a particular purchase order or taking a particular action on behalf of the City under the Contract. In the event of cancellation or termination the Using Agency shall pay for all services accepted by the City prior to cancellation or termination.

2.6 Indefinite Quantity

- A. This is an indefinite quantity contract for the goods specified and effective for the period stated.



- B. The City is not obligated to order any products, goods, commodities or services as a result of this solicitation or any subsequent contracts awarded hereunder. All purchase orders will be placed in accordance with the terms of the Contract.
- C. Delivery shall be made only as authorized by purchase orders issued. The Contractor shall furnish to the City, when and if ordered, the goods or services specified in the Contract. There is no limit on the number of purchase orders that the City may issue. The City may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any purchase order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the purchase order. The Contract shall govern the Contractor's and the City's rights and obligations with respect to that purchase order to the same extent as if the purchase order were completed during the Contract's effective period.

2.7 Guaranteed Minimum Contract Value

- A. The minimum value of this Contract is \$25.00. If the Contractor receives, in the aggregate, total purchase orders for less than \$25.00 during the term of the Contract, the City shall pay the difference between the amount ordered and \$25.00.
- B. The guaranteed minimum set forth in subsection (A) above applies only if the Contract expires or the City terminates the Contract. The guaranteed minimum does not apply if the City cancels the Contract for cause or if the Contract is canceled at the request of the Contractor.

2.8 Economic Price Adjustment

2.8.1 Price Warranty

The Contractor warrants that the unit price stated in the Schedule is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item.

2.8.2 Established Price Defined

The term "established price" means a price that is both (i) an established catalog or market price for a commercial item sold in substantial quantities to the general public and (ii) the net price after applying any standard trade discounts offered by the Contractor.

2.8.3 Price Decrease

The Contractor shall promptly notify the Contracts Specialist of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is



decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this Contract shall be modified accordingly.

2.8.4 Price Increase

If the Contractor's applicable established price is increased after the Commencement Date of this Contract, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracts Specialist, by the same percentage that the established price is increased, and the Contract shall be modified accordingly, subject to the following limitations:

- (1) The aggregate of the increases in any contract unit price under this section shall not exceed ten percent of the original contract unit price.
- (2) The contract unit price may be increased annually effective on the contract renewal date. The contractor must notify the City 60 days prior to the expiration of the contract term if the contractor proposes an increase in the contract hourly rates.
- (3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor.
- (4) No modification increasing a contract unit price shall be executed under this paragraph until the Contracts Specialist verifies the increase in the applicable established price.
- (5) Within 30 days after receipt of the Contractor's written request, the Contracts Specialist may terminate, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

During the time allowed for the termination provided for above, and thereafter if there is no termination, the Contractor shall continue deliveries according to the contract delivery schedule, and the City shall pay for such deliveries at the contract unit price, increased to the extent provided for in this section.

2.9 Mandatory Usage Report

- A. One of the primary goals in administering this Contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the Contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested offerors.



- B. The Contractor shall furnish the City with a report after each month detailing usage of all personnel working under this Contract. The format to be followed is described herein and must be filed within fifteen (15) days after the end of the each reporting period. The report must contain the following information: Name of City Agency, Contract Name, Position, Start Date, Week Ending, Total Hours Since Starting, Total Hours in Reporting Period, Hourly Rate (\$), Bill Rate (\$), Total Billing (\$).
- C. In addition, the Contractor shall furnish the City with a summary report detailing fulfillment rates, service complaints and other service and quality metrics to be mutually agreed upon.

3.0 PROPOSAL CONTENTS

3.1 Proposal Requirements

Proposals in response to this solicitation must be prepared in accordance with the requirements outlined in Part II ("Instructions to Offerors") Section 2.0 ("Preparation of Proposals"). The proposal must include all the information defined below and be organized as follows:

3.2 Technical Proposal

- A. You must submit a brief but detailed description for each factor below. Proposals which merely offer to perform the work in accordance with the scope of work or do not demonstrate current or past performance of the required technical factors will be rejected. You must title your descriptions with the appropriate factor heading. The technical proposal should be limited to no more than 20 pages.
- B. When responding to the technical factors, you should base the information provided on your firm's performance for the 3-year period prior to the submission of offer. Technical proposals that fail to show experience (for the 36 month period prior to submission of offer) in the following areas shall be considered technically unacceptable:

TAB 1 - PROGRAM MANAGEMENT. Provide a general description of your company.

This should include:

- a.) Relevant experience in performing the type of work asked for in the solicitation
- b.) The volume of business handled yearly, including contract or order dollar amounts over the past year.
- c.) Your current commercial business procedures such as response time, handling of orders, order administration etc.
- d.) How you intend to handle orders, order administration, and response time for this offer.



- e.) A certification statement that the commercial price list provided represents an exact copy of the current published, dated or otherwise identified price list for which commercial sales are based and which is distributed to the public.

TAB 2 - COMMERCIALITY AND ACCESSIBILITY. Offeror shall discuss the firm's commercial practices with regard to the following areas:

- a.) Placement,
- b.) Oversight and management of multiple employees at the customer's location/place of business,
- c.) Support of multiple customers,
- d.) Preparation, management and payment of employee payroll, including payroll deductions and payment of taxes,
- e.) Customer invoicing and customer relations,
- f.) Provide a representative sample of advertisements for recruiting temporary employees.
- g.) Provide a current copy of Certificate of Insurance.

TAB 3 - REFERENCES. Provide a list of references for which the offeror has provided similar services. Information for each listed client must include the name of the client, contact name, address, contact telephone number, facsimile number and e-mail address. This information will be used to evaluate the offeror's Past Performance. It is the offeror's responsibility to ensure that all contact information is current and up-to-date. If the City cannot contact the offeror's references, the offeror will forfeit all points assigned to the Past Performance criterion.

TAB 4 -RECRUITING, SCREENING, TRAINING AND RETENTION. Describe the methods used for:

- a.) Recruiting (include an example of recruitment advertisements)
- b.) Screening
- c.) Testing potential temporary employees.

Describe any background checks performed commercially on employees, or if none are performed, make a statement that it is not your normal commercial practice to perform background checks on potential/current employees. Describe the methods used to ensure temporary employees are adequately trained and kept up-to-date in their field. Make a statement that the same recruitment and retention of workers/training shall be utilized in the performance under this solicitation as shown for commercial customers, or if there are any differences, state exactly what those differences will be.

TAB 5 - MBE/ESB COMMITMENT GOALS. Each offeror shall complete the attached "Participation Commitment Minority Business Enterprise and Emerging Small Business" form, which indicates the offeror's proposed percentage of minority



business enterprise and emerging small business participation for this solicitation. If the completed form does not accompany the proposal, the offeror will forfeit the points assigned to minority business enterprise and emerging small business participation in the evaluation criteria. All firms, whether or not minority-owned, must submit the MBE/ESB commitment form.

3.3 Price Proposal

- A. Submit your price proposal in a **sealed envelope marked “Price Proposal.”** Offerors shall submit a pricing table which provides an hourly rate for each job / labor category offered, and, if applicable, the overtime rate for that job / labor category. Offerors providing a “range” of hourly rates will not be considered for award. Offerors must also provide Job / Skill Descriptions that correspond exactly to each job / labor category title. Job descriptions must contain at a minimum the basic duties the employee will perform, minimum education and experience. A sample of the labor categories and corresponding job descriptions that are generally purchased by the City are included as “Exhibit B”.
- B. Each offeror shall provide the offeror’s commercial catalog with established commercial prices and the discount offered to the City off the commercial catalog price. The percentage discount that is offered to the City shall remain in effect for the initial term of the Contract and any renewal terms. Offerors shall provide prices only for the initial contract term. Prices for each subsequent renewal term may be based only on the requirements outlined in Section 2.8 (“Economic Price Adjustment”).
- C. For the purposes of this solicitation, a commercial price is a price list that is dated and published. The price list should show all positions and hourly pricing which are available to the general public. Offerors submitting pricing based on a published, dated, commercial price list should be able to provide invoices in support of sales under the commercial price list provided.
- D. The offeror’s submitted prices must be equal to or better than those prices provided to the offeror’s best customers. The offeror’s prices must be submitted both in paper format as well as in electronic format, using Microsoft EXCEL or an equivalent.

3.4 Evaluation of Proposals

Proposals shall be evaluated as set forth in Part II (“Instructions to Offerors”), Section 5.2 (“Evaluation”). Each offer shall be evaluated based on the criteria set forth in section 3.5 (“Evaluation Criteria”) below as required by City Code § 74-71(e) (*see also* Va. Code § 2.2-4301). Therefore, each proposal should contain only the offeror’s best terms from a price and technical standpoint.

3.5 Evaluation Criteria

The evaluation factors set forth below shall be used to evaluate each proposal. A total of 100 points could be granted.



ITEM	CRITERIA	POINTS
1	Program Management / Ability to meet RFP requirements	15
2	Commerciality / Accessibility /Ability to Provide Service	10
3	Established past performance / Quality of Service	15
4	Recruitment, Screening, Training and retention	10
5	Price	20
6	Offeror's MBE/ESB Commitment*	30
TOTAL POINTS		100

The MBE/ESB Commitment goal is 5 %.

**See explanation in Part II ("Instructions to Offerors"), Section 2.4 ("MBE/ESB Participation")*

Each offeror's price shall be evaluated using a random sampling methodology of a selection of labor hour rates offered to the City under this solicitation.

END OF STATEMENT OF WORK



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:

Dena B. Hasty, VCO
Contracts Specialist
Dena.Hasty@richmondgov.com
900 East Broad Street, Room 1104
Richmond, Virginia 23219
Telephone (804) 646-5722
Fax (804) 646-5989

References in any part of this solicitation to the "Contracts Specialist" shall be deemed to refer to the above-named individual unless and until the City furnishes written notice to the contrary in accordance with Section 8.7 ("Notices") of Part III ("Terms and Conditions"). If submitting an inquiry by facsimile transmission, the offeror should notify the Contracts Specialist 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 Contracts Specialist 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

There will be no Pre-Proposal Meeting for this Request for Proposals.

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.

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, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

4.0 SUBMISSION OF PROPOSALS

4.1 Copies

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

4.2 Labeling

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

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

4.3 Recipient

All proposals are to be addressed and delivered by the date and time specified on the cover to:

Dena B. Hasty, VCO
Contracts Specialist
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

4.4 Transmittal Letter

The proposal should include a transmittal letter that lists the following:

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

4.5 Closing Date

To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before **Wednesday, January 7, 2009 @ 3:30 PM**. 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 Contracts Specialist shall not be considered a violation of this section.

4.6 Multiple Proposals

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

4.7 Separate Proposals

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

4.8 Return of Proposal

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

5.0 EVALUATION AND SELECTION PROCESS

5.1 Opening

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

5.2 Evaluation

During the evaluation phase, an Evaluation Committee will review the proposals to ascertain which proposals address all the requirements of the Request for Proposals and to conduct an analysis of the adequacy of the proposals. Proposals determined to be technically non-responsive or not as responsive as other proposals will be eliminated at this stage. Once it has determined which offerors are qualified, the Evaluation Committee may interview selected offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these



interviews together with information presented in the proposal to rank offerors in accordance with criteria stated in the Request for Proposals. The selected offeror will be required to assume responsibility for all services offered in its proposal. The Evaluation Committee reserves the right to conduct presentations and visit the premises of the offeror, as it deems necessary.

5.3 Samples

The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to deem the offeror's proposal to be non-responsive. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.

5.4 Tests

The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.

5.5 Negotiation with Offerors

5.5.1 In General

The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City reserves the right to negotiate with a selected offeror in order to best serve the needs of the City in respect to both cost effectiveness and comprehensive program design.

5.5.2 Procedure

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. (*See City Code § 74-71; see also Va. Code § 2.2-4301.*)

6.0 AWARD AND EXECUTION OF CONTRACT

6.1 Award

The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. The City reserves the right to award in whole or in part and to one offeror or multiple offerors, whichever the City, in its sole discretion, deems to be most advantageous to and 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 Contracts Specialist 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 Contracts 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.



Solicitation No. H09097-1

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

END OF INSTRUCTIONS TO OFFERORS



PART III

TERMS AND CONDITIONS

1.0 DURATION OF CONTRACT

1.1 Commencement and Expiration

This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire one year later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 Extension of Contract

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

1.3 Renewal

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

2.0 CONTRACTOR RESPONSIBILITIES

2.1 Independent Contractor

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

2.2 Advertising

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

2.3 Anti-Kickback Provision

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



discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 Century Compliance

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

2.5 Compliance with Laws

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

2.6 Contractor Misrepresentation

2.6.1 In General

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

2.6.2 MBE/ESB Participation

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

2.7 Drug-Free Workplace

2.7.1 Policy

City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor by its signature hereto certifies that it has taken and shall continue to take appropriate and effective action to (1) educate its employees about the dangers of drug abuse in the workplace; (2) monitor compliance of all employees with the Drug-Free Workplace requirements through an initial employment and follow-up random testing program; (3) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all; (4) discipline employees who violate the requirement of a drug-free workplace, and (5) 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 Property of Work

2.11.1 Work Product

Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor



shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 City Property

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

3.0 PAYMENT

3.1 Basis

The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Statement of Needs and the Contractor's final proposal; provided, however, that the City shall not be liable to the Contractor for any placement fees, agency fees or fees of a similar nature if a temporary employee submits an application for employment with the City and the City selects that temporary employee for permanent employment.

3.2 Schedule

The Contractor shall invoice the City monthly, with approved invoice documentation due by the 25th day of each month.

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 therefore. Upon request and in compliance with applicable law, the City will provide a tax-exempt certificate for any goods that the City purchases under this Contract.

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.

4.0 INDEMNIFICATION AND INSURANCE

4.1 Indemnification

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



4.2 Insurance

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

4.2.1 Costs and Premiums

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

4.2.2 Policy Requirements

All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

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

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

4.2.3 Evidence to Be Furnished

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

4.2.3.2 Certificates of Insurance. The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City



without 45 days' written notice to the City. All certificates of insurance shall show the City's Contract Number.

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

4.2.4 Schedule of Coverage

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

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

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 goods 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



Solicitation No. H09097-1

900 East Broad Street, Room 1104
Richmond, Virginia 23219

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

8.8 Cooperative Procurement

The procurement that resulted in this Contract was conducted on behalf of other public bodies pursuant to City Code § 74-44 (*see also* Va. Code § 2.2-4304). Consequently, the City may, upon receiving requests from other public bodies, allow those public bodies to ride, or make purchases off of, this Contract at the prices set forth herein, even if such public bodies did not participate in the procurement.

END OF TERMS AND CONDITIONS



PART IV
APPENDIX OF FORMS

Exhibit A. Sample Contract

Exhibit B. Labor Category Specifications

Exhibit C. Minority Business Enterprise / Emerging Small Business Forms
For more details, Please visit the Procurement Services Website

<http://www.richmondgov.com/departments/mbd/docs/Forms/PART.COMMIT.MINORITY.BUS.ENT.EMERGING.BUSINESS.pdf>

EXHIBIT A
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 Temporary Employment Services.

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 Special Terms and Conditions attached to the Request for Proposals (as modified by any addenda).
 - D. The Contractor's Final Revised Proposal dated <DATE>.
 - E. The Statement of Needs attached to the Request for Proposals (as modified by any addenda).
 - F. The Instructions to Offerors attached to the Request for Proposals (as modified by any addenda).

All of these documents are incorporated herein by reference.

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

For the CONTRACTOR:

For the CITY:

By: _____
(signature in ink) *Date*

(typed name)

(typed title)

By: _____
Eric R. Mens, CPP, CPPM *Date*
Director of Procurement Services

Chris Beschler *Date*
Acting Chief Administrative Officer
(Required if amount in section 2 exceeds \$100,000)

ATTEST: _____
Date

IF A CORPORATION, AFFIX CORPORATE SEAL



Exhibit B

Information Technology Services Labor Category Specifications

APPLICATION SOFTWARE DEVELOPER

Is responsible for analysis, design, coding, component and assembly testing of all application code owned by the application team. Programmers typically are involved in maintenance (including production support) enhancement and development work. Programmers have a range of skills and knowledge of the technologies used and applications supported by the application team. The programmer works with the functional and technical architect specialists on an as-needed basis to ensure that design and code meet customer requirements. Education: Bachelors degree or equivalent and 2-5 years of experience.

APPLICATION SOFTWARE ARCHITECT

Responsible for the successful delivery of specific application solutions to clients. Perform technical tasks including architecture, design, and development and/or reengineering application components. Handle integration of software packages, programs objects residing on multiple platforms. Education: Bachelors degree in Computer Science or Information Systems and a minimum of 5 years of experience.

BUSINESS ANALYST/PROJECT MANAGEMENT

Reviews, analyzes, and evaluates business system and user needs. Formulates system to parallel overall business strategies. May require an Associates degree in a related area and 0-2 years of field experience. Has industry and IT-specific knowledge for processes and procedures. May lead other team members. Follows pre-established guidelines/instructions and reports to a manager.

COMPUTER OPERATOR

Perform tasks in the operation of multiple computer system platforms running I/O and peripheral devices; performing control functions over computer input and output data for various job application areas. Monitors, controls and operates computer systems, data communication networks and distributed processing systems according to programmed instructions; reads and interprets computer input and output; operates system monitors to evaluate equipment; reports errors and abnormalities to appropriate persons. Education: Requires a high school diploma and one year of experience or one year technical school or vendors training program in computer operations.

DATA BASE ADMINISTRATOR

Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of databases. Implements data models and database designs, data access and table maintenance codes; resolves database performance issues, database capacity issues, replication, and other distributed data issues. Requires a Bachelor's degree in related area plus 2-5 years of experience.

DATA ARCHITECT

Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database. Must be able to design, develop and manipulate RDBMS data warehouses and multi-dimensional databases. Requires a Bachelor's degree and 4-6 years of experience.



DATA MODELER

Develops data models to meet the needs of the information systems. Manages the flow of information through the use of relational databases. Maintains data integrity; works to eliminate redundancy. Requires a Bachelor's degree and at least 3-5 years of experience.

DESKTOP SUPPORT

Provides desktop support services to include: installation of commercial-off-the-shelf (COTS) products, desktop problem resolution, and installation of PC's, printers, scanners, and other PC peripherals.

DISASTER RECOVERY

Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of the databases and quality assurance for disaster recovery. Supervises the implementation of data models and database designs, data access, and table maintenance codes; resolves database performance issues, database capacity issues, replication, and other distributed data issues. Oversees all aspects of the organizations resumption plan. Requires a Bachelor's degree in a related area and 3-5 years of relevant experience.

HELP DESK ANALYST

Provides technical support to end users by identifying, researching, and resolving problems. Response to telephone calls, email and personal requests for technical support. Documents, tracks and monitors the problem to ensure a timely resolution. Works under immediate supervision and reports to a supervisor or manager. May lead, train, or guide other team members. Requires an Associate degree or equivalent combination of training experience plus 5 years of related experience.

LAN/WAN INTEGRATOR

Oversees/participates in plan, design, installation, maintenance, management, and coordination of LAN/WAN integration. Analyzes LAN/WAN and recommended upgrades/changes and security procedures and policies; assesses current and upcoming LAN/WAN needs. Bachelor's degree with 3-7 years of experience.

NETWORK ENGINEER

Network Engineer is responsible for the installation, tuning and maintenance of PC hardware and systems software; design and implementation of network infrastructure support using Cisco equipment for LAN, WAN, Wireless (802.11a, b, and g), and communication protocols; server installation and support for both UNIX and Windows; and IP Telephony. Diagnoses systems malfunctions, performance degradation, and failures and performs the functions necessary to restore systems to desired performance levels. Troubleshoots and research WAN connectivity. Configure and install routers. Perform network design and equipment selection. Order new circuits and coordinate disconnects/moves of circuits. Bachelor's degree in Information Systems or related degree; and four years experience with computer network operations and management.

PROGRAMMER

Reviews, analyzes, and modifies programming systems including coding, testing, debugging and documenting programs. May lead other team members. Bachelor's degree in Computer Science or equivalent work experience and 1-5 years of progressively responsible experience.

PROGRAMMER/ANALYST

Independently maintains and enhances complex programs by performing the full range of programming, testing, debugging, and modifying of affected reports, data, files, etc. Independently analyze and design new



systems after consultation with users and technical staff. Research and develop program specifications needed for system. Responsible for system testing of programs and approving results. Prepare the necessary program documentation formats. Prepare test data including the creation of test files. Periodically review status of assigned tasks and provides supervisor with a written status report regarding progress in relation to deadlines, costs, and schedules. Coordinates assigned tasks with other assigned team members. Gives assistance when applicable to programmers on problems such as software, problem logic, and debugging techniques. Considerable knowledge of the general concepts of the operating system. Bachelor's degree in Compute Science or equivalent work experience and 5-7 years of progressively responsible experience.

PROJECT COORDINATOR

Coordinates or performs administrative projects and special assignments, including research, compilation of statistical information. May recommend new office procedures or techniques to improve systems effectiveness. Uses various PC software packages such as spreadsheets, word processing, graphics, etc., to produce high quality reports, presentations or other documents. Sets up and administers filing systems, arranges meetings and appointment schedules. Bachelors in Computer Science or Administrative Systems or equivalent work experience.

PROJECT MANAGER

Manages multiple projects at the same time. Develops and documents detailed work plans. Manages the scope, cost and scheduling. Managing project costs. Monitor project milestones and the risk associated in not hitting or hitting milestones and communicating the status and issues of the project. Authorize work. Identify clearly and communicate early project issues and risks. Manage team performance. Maintain communication through all levels of the project. Ensure project delivery within the estimated work effort. Prioritize and keep project objectives. Bachelors in Computer Science or Information Systems or equivalent and 10 years of experience.

QUALITY ASSURANCE ANALYST

Responsible for maintaining software quality within an organization. Perform limited scope and end-to-end system tests. Develop test scripts based upon business requirements and processes, in line with defined work flow and use cases. Process transactions from systems entry to exit. Tests functionality delivered across applications and work flows. Tests applications to demonstrate relevant system functionality. Bachelors in Computer Science or Information Systems or equivalent and 5 years of experience.

SOFTWARE ENGINEER

Designs, develops, writes, implements, and modifies software applications. Participates or leads support and/or installation of software applications/operating systems. May perform testing through test review and analysis, and certification of software. Bachelors in Computer Science or Information Systems or equivalent and 2-6 years of experience.

SYSTEMS DEVELOPMENT LEAD

Manages a team of information technology professionals in the development, maintenance and support of comprehensive business applications. Responsible for application development, project management, application support, and development. The position requires detailed project management, analytical capabilities and previous supervisory experience in the installation and support of computer applications. Requirements: Bachelors degree in computer science, mathematics, business administration or related field and 4 years experience in computer systems analysis and design, including 2 years in a supervisory capacity. Experience may be substituted for education requirements.



SYSTEMS ANALYST

Responsible for researching, planning and recommending software and systems choices to meet an organization's business requirements. Responsible for developing cost analyses, design considerations, and implementation timelines. May also be responsible for feasibility studies of a computer system before making recommendations to senior management. Analyzes, reviews, and evaluates business systems and user's needs. Formulates systems to parallel business strategies and documents user needs, program functions, and process required to develop or modify computer programs. Requires a bachelors degree in Computer Science with 2-5 years of relevant experience.

SYSTEMS ENGINEER

Systems Engineer is responsible for the installation, tuning and maintenance of systems software. Oversees the daily operation of the system engineering function. May also be responsible for the oversight of staff. Builds, develops and manages all aspects of systems computing (UNIX, NT, etc.). Requires Bachelors degree in Computer Science with 4-7 years of relevant experience.

SYSTEMS SECURITY ADMINISTRATOR

Technical knowledge in the management of security tools, security incident handling, incident remediation and other related disciplines. Provides computer system security services. Examples typically include services in various combinations of the following: security analysis, assessment and planning for virus protection, public key infrastructure, and virtual private networks on various platforms including mainframes, servers, microcomputers, and specialized computerized equipment. Administration of security of firewalls. Bachelors in Information System Security or related work experience.

SYSTEMS SECURITY ENGINEER

Responsible for evaluating, analyzing, planning, installing, testing, implementing and maintaining vendor software products for compliance with sound security practices. The ideal candidate will have knowledge of role based security, Business Objects system administration, Active Directory, UNIX, z/OS, Windows operating systems, IIS, Web/DMZ configuration and protection; Storage Area Networks (Shark, EMC and Clarion); PIX firewalls, RACF security, communication protocols and tracing methods; and the ability to read and analyze system logs and error messages. This position requires the completion of the core curriculum for a Baccalaureate level in Information Systems or related degree; experience with database software in database administration or system engineering or programming; experience in solving complex computer problems; experience in system analysis; or an equivalent combination of training and experience.

TECHNICAL WRITER

Creates technical documentation, reports and/or manuals for a wide range of uses, including training. May be responsible for coordinating the display of graphics and the production of the documents. May require Bachelor's degree in a related area and 2-4 years of experience in the field. Excellent communication skills, including writing, editing and proof-reading.

TESTER

Plans, constructs and executes product tests, system tests, unit tests, load tests, volume tests, network tests, as well as works with others for release control processes. The more experienced tester manages, plans, constructs, and executes tests and integrates with release control process. Education Requirements: Bachelor's degree or equivalent experience.



TRAINER

Manages and conducts technical training. Determines training objectives. Writes curriculum/programs, including outlines, text, handouts, tests, and exercises. Leads training classes in various subjects, including: systems software installation, programming, maintenance enhancements, and workflow. Administers exams and writes performance reports to evaluate trainee's performance when applicable. Requires a Bachelors degree or equivalent experience and 5 years of experience.

WEBMASTER DESIGNER/DEVELOPER

Develops and maintains web portal. Efforts can include eCommerce business development, web design, web content development, client-side/server-side coding and web service configuration. Performs backups and ensures user accessibility to the site. Monitors site traffic and helps scale site capacity to meet traffic demands and enhance performance. Requirements: Bachelor's in Computer Science/Information Systems or equivalent work experience and a minimum of 5 years of hands on experience.



PARTICIPATION COMMITMENT MINORITY BUSINESS ENTERPRISE AND EMERGING SMALL BUSINESS

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

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

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

DEFINITIONS	EMERGING SMALL BUSINESS	MINORITY BUSINESS ENTERPRISE
	A business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.	A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.

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

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

SIGNATURE OF AUTHORIZED OFFICIAL	DATE
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