CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
Wednesday, September 30, 2026

Request For Proposal No. 270005936
for
Wastewater Annual Engineering Services

Due Date & Time: Friday, October 30, 2026 3:00 pm

Solicitation Prepared by:
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https://www.rva.gov/index.php/procurement-services/solicitations

City of Richmond
Wastewater Annual Engineering Services

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A - SIGNATURE_SHEET_(RFP)

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E - Goods_&_Services_Contract_-_Example

F - MBE-ESB_-_5_Past_Good_Faith_Efforts_Form

G - Minority Business Development Cover Letter for RFP Forms - Updated 1162025

H - MBE-ESB_-_2_Participation_Commitment_Form

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J - MBE-ESB-1 Participation Commitment Form

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M - Billing_Rate_Proposal_Form (do not submit until City requests)

N - AE RFP_Roster (do not submit until City requests)

1. Statement of Need

1.1. Introduction

1.1.1. Purpose

The City of Richmond, Virginia (the "City"), on behalf of the Department of Public Utilities ("DPU"), seeks proposals through competitive negotiation for professional services to establish a contract for on-call services to support utility surveying, planning, investigation, engineering and architectural design, permitting and plan review support, bidding, construction, operations, and overall engineering support for capital improvement program ("CIP") projects and larger operations and maintenance projects for DPU's Wastewater Utility. The Wastewater Utility currently covers sanitary sewers, sanitary pumping stations, wastewater retention, wastewater treatment (preliminary, primary, secondary, tertiary, disinfection, solids), associated infrastructure, and associated regulatory permitting. The City issues this Request for Proposals pursuant to the authority in section 21-68(c) of the Richmond City Code (see also Virginia Code section 2.2-4302.2).

1.1.2. Background

The City has developed a capital improvement plan in which a large number of CIP projects have been planned and over the next ten years will be funded. Additional CIP projects may arise based on available funding and prioritization of needs by the City. See Attachment L– AE Presentation - For Information Only for an overview of DPU's CIP.

Due to the evolving nature of the CIP and complex engineering projects, the City is seeking engineering firms who can support City staff "on-call" as tasks and projects arise, or new priorities come to light. If awarded, the Contractor must foster collaborative and professional relationships with the City and stakeholders, which is important since the Contractors awarded will represent the City's interests in dealings with subcontractors, suppliers, equipment manufacturers and others providing goods and services to CIP projects. It is vital that the City and Contractor(s) have a professional relationship characterized by mutual trust, respect, and effective communication.

The City operates the wastewater treatment, sanitary sewer system, and combined sewer systems under integrated Virginia Pollutant Discharge Elimination System and Virginia State Water Control Law Permit number VA0063177 (the "Integrated Permit"). The Integrated Permit allows for total annual nutrient and suspended solids load limits for all discharges and combined sewer system annual reporting among other provisions.

The Treatment Works consists of a sanitary sewer and combined sewer collection system, in-line and off-line combined sewer retention facilities, sanitary and combined sewage pumping stations, and a large wastewater treatment plant discharging treated effluent to the James River. Plant flows average approximately 45 mgd dry weather flow. The plant's treatment capacity is 75 mgd full tertiary treatment with another 65 mgd primary and disinfection only treatment for a total wet weather capacity of 140 mgd. Class B biosolids are land applied through a third party vendor.

The combined sewer system encompasses approximately one third of the City and consists of retention facilities (most notably the Shockoe Retention Facility and the Hampton/McCloy Tunnel), sanitary and

combined sewage pumping stations, 28 combined sewer flow regulators, and 25 overflow outfalls. The combined system conveys flow to the wastewater plant for dry weather flows and for wet weather flows up to 140 MGD.

1.1.3. Pre-Proposal Meeting

There will be a Non-Mandatory pre-proposal meeting at 2:00 pm on Friday, October 16, 2026, in Microsoft Teams meeting Join: https://teams.microsoft.com/meet/245695768183549?p=R7h7mkiHI6zUj5odvI Meeting ID: 245 695 768 183 549 Passcode: KS9VC6o9 _____ Dial in by phone +1 804-316-9457,,35931988# United States, Richmond Phone conference ID: 359 319 88#.

1.2. Requirements and Deliverables

1.2.1. General Scope

A. If requested by the City through a Task Order, the Contractor shall perform services that may include, but are not limited to the following on City, state, or federally funded Stormwater Utility projects:

1. Studies, planning, master planning, assessment of needs, prioritization, and ranking of recommended actions
2. Inspection, including CCTV and condition assessment
3. Topographic, structural, and utility surveying
4. Testing, including geotechnical and environmental
5. Sampling, including water quality and soils
6. Cultural and environmental resource assessments
7. Design, including conceptual, preliminary, advanced, utility relocation, and bid-ready design package development
8. Support for intra-governmental coordination, including submission of required forms and documents and incorporation of comments into designs
9. Design management
10. Project management
11. Modeling
12. Permitting and regulatory review applications
13. Public right-of-way and private easement acquisition
14. Bid phase services
15. Construction management

16. Monitoring
17. Support for stakeholder coordination, including with railroads, the public, and DPU and City leadership
18. Safety, security resiliency and emergency preparedness
19. Risk management
20. Budget management
21. Cost of service and rate studies
22. Project quality assurance and quality control
23. Constructability review
24. Value engineering
25. Project schedule review and delay claim analysis
26. Expert testimony
27. Consultation, serving as Professional Advisor, including advising and consulting with the City on critical or complex utilities issues as requested, and for alternative project delivery methods (such as Design-Build or Construction Management at Risk) for construction projects
28. In times of declared emergency response or when directed, providing damage assessments or engineering as required for the restoration of critical and essential utility services
29. Other utility related projects as assigned

B. Task orders may involve any portion or combination of stages of the typical project lifecycle.

C. In accordance with Part 3 of this Request for Proposals, multiple awards are intended to be awarded through this solicitation. Award of this contract does not guarantee work. Work will be issued by the City through Task Orders, which will more specifically define scope purpose, functions, criteria, and requirements for a particular project or task.

1.2.2. Utility-Specific Scope

Typical Task Orders issued by the City may involve, but are not limited to, the following stormwater-specific systems and facilities:

1. Wastewater Liquids Stream Treatment – Screening, Grit Removal, Influent Pumping, Primary Treatment, Biological Nutrient Removal, Effluent Filtration, UV Disinfection
2. Wastewater Solids Stream Treatment – Sludge Thickening, Sludge Digestion, Sludge Dewatering
3. Separate and Combined Wastewater Collection System pipelines and facilities
4. Combined Sewers – System Storage Facilities, Overflow Control and Reduction, Treatment Methods and Strategies, Regulator and Outfall design/construction/operation/maintenance

5. Sanitary Sewer Pump Station design, construction, operation, maintenance
6. Chesapeake Bay Preservation Act program development, compliance, and training
7. Drainage Studies and Designs for Improvements
8. Water Quality
9. Flood Control
10. Electrical Transmission and Distribution systems and equipment
11. Public Right-of-Way and private property easements
12. Safety, Security Resiliency and Emergency Preparedness
13. Risk Management (RMP/PSM/PHA)
14. Budget Management
15. Cost of Service and Rate Studies
16. System Modeling
17. System Evaluations for Asset Management, Capital Improvement and Master Plans
18. Related Support and Monitoring Facilities
19. Metering Vaults
20. SCADA Systems (Distributed Process Control and Programmable Logic Control)
21. water system evaluation for one or more combined or separate sewer collection system watershed areas

1.2.3. General Requirements

A. Any person having overall responsibility for program management and coordination of disciplines must be a Professional Engineer, registered and licensed by the Virginia Department of Professional and Occupational Regulation in accordance with requirements of the Code of Virginia. A Virginia licensed Professional Engineer shall oversee, manage and be responsible for execution for all assigned work as directed.

B. The contract program manager will serve as primary point of contact for the Contractor for administration of the contract. The contract program manager shall verify that any state certifications required to perform the assigned tasks have been successfully obtained by the appropriate staff prior to initiating the activity.

C. Each deliverable shall be delivered in a timely manner and in accordance with the schedule set forth on a Task Order.

D. The Contractor shall submit and maintain detailed project schedules in a mutually agreed upon format throughout the course of the contract to include, at minimum, project milestones, critical path, actual vs. scheduled completion dates, and actual vs. scheduled costs.

E. The Contractor and subcontractors must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48 C.F.R. Pt. 31,

"Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23 C.F.R. Pt. 172, "Administration of Negotiated Contracts." The Contractor and subcontractors must submit their Federal Acquisition Regulations audit data to the City within ten (10) working days of being notified of selection for final billing rate negotiation.

F. The Contractor shall be familiar with and operate in accordance with the Richmond City Code, the Code of Virginia, applicable City regulations, policies, and Standard Operating Procedures (SOPs).

G. The Contractor shall comply with any additional requirements imposed by the federal or state governments for projects that are funded with federal or state grant or revolving loan funds.

H. Records Management.

1. As requested by the City, the Contractor shall file and index all records generated by the Contractor for the purpose of providing the services required pursuant to this Contract, including, but not limited to, those records pertaining to projects which are ongoing, paused, and completed. Such records shall be filed and indexed in accordance with the DPU Records Management Program policies and guidelines.

2. Unless an alternative retention time is required by the City, the Contractor shall retain all records pertaining to the services provided by Contractor pursuant to this Contract for the duration of this Contract and for a period up to but not to exceed three years from the completion of the Contract. Such records shall include, but not be limited to, all paid vouchers for all expenses; other reimbursements supported by invoices, including Contractor's copies of periodic estimates for any payment legers; cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available at all times to the City on demand and without advanced notice during the Contractor's normal working hours.

3. Unless an alternative retention time is required by the City, the Contractor shall retain its work product for the duration of this Contract and for a period up to but not to exceed three years from the completion of the Contract.

4. The Contractor shall, within 60 calendar days of termination or expiration of the Contract, deliver to the City all original records and copies retained by Contractor. Such records and copies shall be prepared, purged of duplicate and non-records, sorted, indexed, assigned a disposition and retention schedule, and boxed by the Contractor as directed by the City in accordance with the DPU Records Management Program polices and guidelines.

5. All materials which have been approved for retention shall be monitored for compliance with the required record disposition set forth in the applicable Records Management Program policies. Such copies may be requested and required to be destroyed at the discretion of the City.

I. Software and Hardware.

1. The Contractor shall utilize Trimble Unity Connect ("TUC") or Trimble Project Site and associated processes developed by the City for project management and coordination as directed by the City on each Task Order, including but not limited to enterprise-level scheduling, enterprise-level funding and budget estimating/forecasting, document control, coordination of

milestone submittals and reviews, invoicing, inspection reports, change management, and risk management. The City will provide licenses and access to the Contractor for use of the City's TUC programs, training material, and reference guides. This project management software shall be utilized in conjunction with the assigned program or projects. Hours spent on training shall be considered part of the Contractor's overhead.

2. All hardware and software, unless stated otherwise in this section, necessary to fulfill the scope of work required by this Contract is considered to be part of the Contractor's overhead costs and will not be reimbursed by the City.

J. Quality of Work and Standard of Care.

1. Unless specifically otherwise required by an issued Task Order, design professionals, including engineers, surveyors, and architects employed by the Contractor or serving as a subcontractor of the Contractor for work performed under this Contract, must exercise the ordinary skill and care of reasonably prudent members of their profession, practicing under similar circumstances and in the same or similar locality. The Contractor shall be responsible for the work performed by the Contractor and by the Contractor's subcontractors, and for providing a professional level of service, including the technical accuracy and coordination of all design, calculations, reports, cost estimates, and other work or materials provided. The project documents submitted by the Contractor shall represent an effective, functional, reasonable, code compliant, and acceptable solution based on the scope of work, budget limitations and other constraints of the Contract. All work must be in accordance with current industry-established criteria, guides, and specifications, and shall conform to industry standards. All elements of the Contractor's submittals shall be checked by personnel trained in appropriate specific discipline.

1.2.4. Contract Administration

A. **Quarterly Progress.**

1. The Contract Program Manager shall attend quarterly contract management meetings with the City to receive updates and discuss feedback. Performance evaluation of the Contractor may take place at the completion of each contract term. The City's Vendor Performance Evaluation Form shall be used for each evaluation and results shall be on record and distributed to the Contractor.

B. **Contract Renewal Submittals.**

1. At least 90 calendar days before the expiration of the then-current term, the Contractor shall submit updated Billing Rate Proposals and updated rosters for the prime firm and primary subconsultants, including all MBE firms for the upcoming term.

2. The roster must reflect individuals projected to work on the Contract during the upcoming term if the Contract is renewed or extended. The roster shall include name, labor category from current contract period, proposed labor category for upcoming contract period, title within company, raw payroll rate, loaded labor rate, and proposed categorical loaded labor rate. The Contractor shall submit a certified payroll to accompany the roster. The rosters and Billing Rate Proposals shall be submitted in Microsoft Office Excel format.

C. **Bill Rate and Roster Changes.**

1. The Department of Procurement Services may permit Contractor-initiated rate and roster adjustments at the time of Contract renewal. No rate increase shall exceed the percentage increase/decrease of the Bureau of Labor Statistics Employment Cost Index ("ECI") for wages and salaries (Table 9 - not seasonally adjusted), Professional, Scientific and Technical Services for the latest 12 months for which statistics are available at the time the adjustment is requested. At the sole discretion of the City, other appropriate occupational/industry groups from the ECI Table 9 may be used for non-construction-related positions if adequately justified. In addition, no rate increase for an individual categorical rate shall exceed the effort-weighted average of loaded labor rates of individuals proposed for the category.

2. No rate increase or shifting of personnel into differing labor categories will be authorized for 365 calendar days after the Commencement Date of the Contract. Rate adjustment and adjustment of category assignments to personnel may be permitted only at the time of contract renewal and only where verified to the satisfaction of the Department of Procurement Services. The Contractor shall give not less than 90 calendar days advance written notice of any proposed rate increases to the Department of Procurement Services and DPU. Personnel may be added or removed from the roster at the time of renewal. Proposed personnel should reflect those individuals anticipated to work on the Contract during the upcoming contract period.

3. The Department of Procurement Services will notify the using agencies and the Contractor in writing of the effective date of any rate adjustment and roster adjustment that it approves. The new rates will only be applied to purchase orders issued after the effective date of the rate adjustment. The Contractor shall fulfill and bill against all purchase orders using Contract rates in place at the time the purchase order was issued. Staff shall be billed according to the category assigned in the roster at the time the purchase order was issued. Additional labor categories may be added at the time of contract renewal.

D. **Addition of Staff Mid-Contract Period.**

1. The Contractor may utilize staff who are not included in the roster at the time of contract issuance or renewal. The Contractor shall notify the City's Project Manager and DPS before the individual to be added works on a Task Order. The Contractor shall provide name, firm title, raw labor rate, and proposed labor category. The City may request certified payroll and other credentials to substantiate the labor category. The City may reject inclusion of the individual in the proposed labor category with just cause and in writing. If the individual to be added has an individual loaded labor rate more than 15% lower than any existing categorical loaded billing rate, the individual shall be billed at their individual loaded labor rate using overhead and profit agreed to in this Contract.

E. **Addition of Labor Categories.**

1. Addition of labor categories is permitted mid-term with an executed contract modification and accompanying updated roster.

F. **Use of Task Order Code on Submissions and Invoices.**

1. The City and the Contractor shall note the Task Order name and number code on all documents, correspondence, memoranda, invoices, submittals and other related material prepared or generated for work performed under this Contract. The Contractor shall require that the project identifier is shown on all submittals, correspondence, and other documents generated by the Contractor and its subcontractors for work performed under this Contract. If a project is not subdivided into sub-projects, the parties shall use the project code on the Task Order. Otherwise, the parties shall use the applicable subproject code.

G. **Invoicing.**

1. Invoices shall show the cost billed during the invoice period by subtask and indicate the authorized work completed during the invoicing period by subtask and other notes which clarify major decisions regarding the management of the Task Order. An overrun of billing on a subtask is only allowed with prior written authorization from the City Project Manager with written confirmation from the Contractor that the total Task Order authorization amount will not be exceeded. The reporting of these costs and information shall be in such form and detail as required by the City. The City shall notify the Contractor of defects or deficiencies in the invoice, including supporting data, after receipt of invoice, and payment of approved invoices, or portions thereof, shall be made within time allotted for in the Contract.

H. **Task Order Changes.**

1. Changes in scope of work set forth in the Task Order will be documented through the execution of a task order modification along with a new purchase order or an increase to an existing purchase order corresponding to the Task Order. Any Task Order modification required that increases the original Task Order limit amount must be requested in writing by the Contractor with justification and breakdown of cost increase before the work is completed and must have the prior approval of the City.

1.3. Proposal Contents

The proposal must include all of the information set forth in this section 1.3 ("Proposal Contents") and be organized as set forth herein. The Offeror shall submit its proposal via the section, "Vendor Questionnaire"

1.3.1. Contents

Submissions shall be electronic and in accordance with requirements of OpenGov instructions. Electronic submissions shall be portable document format (“PDF”) and searchable. Pages are defined as electronic pages in a PDF format. In other words, the front and back of a single sheet of printed paper would be considered two (2) electronic pages in this proposal submission. Simple divider or cover sheets may be added and do not count towards page counts.

Submissions shall utilize text with minimum 11-point font size on 8.5”x11” paper size, with 1” margins on all sides, except as follows:

- 11”x17” paper size is allowed for the organizational chart.
- Text included within graphics, figures, tables, and organizational charts may utilize a font size smaller than 11-point font, provided the text remains legible when printed.

A. **TAB 1 - Signed Forms and Certifications.** This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, and Office of Minority Business Development Forms included with this Request for Proposals.

   1. This tab must include the following statement, signed by the Offeror’s contractually binding authority: By submitting its proposal, {Insert Legal Name of Offeror} (the “Offeror”) certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City’s announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete and up-to-date.

B. **TAB 2 – Summary and Differentiators.** This tab should provide a summary of the Offeror’s understanding of the scope of work and proposal contents. This tab should highlight any unique differentiators or strengths of the Offeror. The summary should not exceed four (4) pages.

C. **TAB 3 - History of the Firm and Business Organizational Structure.** This tab should not exceed five (5) pages. Provide a brief history of the firm, overview of services provided by the firm, years in business, and legal structure. This tab must include:

   1. If a corporation:

      a. The state of incorporation;

      b. The date of incorporation;

      c. The principal place of business;

      d. The Federal I. D. number;

      e. Whether the corporation is a Subchapter S corporation.

      f. The name, position, address, and number of years in position of each officer and director; and

      g. The names of any affiliates, partner corporations, and subsidiaries.

   2. If a limited liability company:

      a. The state in which the limited liability company is organized;

      b. The date organized;

c. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and

d. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.

3. If a partnership:

a. The state in which the partnership was formed;

b. The date formed;

c. The type of partnership; and

d. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.

4. If a joint venture:

a. Date of formation;

b. Name and address of each joint venture partner;

c. The name and address of the principals of each joint venture partner; and

d. The percentage of interest of each joint venture partner.

5. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.

6. This tab should provide the Offeror's total number of employees.

7. This tab should state whether the Offeror has operated under another name within the past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.

8. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.

D. **TAB 4 - Subcontracting.** This tab must identify how significant subcontractor partner firms will be utilized to perform the range of services outlined in this Request for Proposals and achieve MBE participation goals. This tab must list any of the required services that the Offeror intends to subcontract, and provide proposed subcontractor company names, reasons for subcontracting, proposed subcontractor responsibilities, years in business, proposed subcontractor's relevant office locations, number of staff in relevant office locations, previous use by Offeror as a subcontractor, and other relevant supporting information. This section should not contain more than two (2) pages per subcontractor.

E. **TAB 5 - Staffing Plan and Personnel Qualifications.** This tab should include an organizational chart identifying the individuals that the Offeror proposes to perform the services required under the Contract, including major subcontractors. Do not include individuals who are not anticipated

to work on this Contract. The chart must identify the office locations in which the proposed individuals are assigned. Any individuals of firms that are proposed to be subcontracted to the Offeror should be clearly noted as such. This tab should also include a narrative summary about the organization of the team, indicating the duties, the functional responsibilities, and the designated authority of key personnel and logical groupings of individuals on the chart. This narrative summary should not exceed two (2) pages. Also include:

1. Resumes for Key Personnel

    a. For each key personnel identified by the Offeror and subcontractors as applicable, the following information should be proved in resume format (max one (1) page per person):

        i. Name and title;

        ii. Office location and city of residence;

        iii. Project responsibilities and roles;

        iv. Educational background including colleges attended and degrees attained;

        v. Relevant professional registrations, certifications, and memberships;

        vi. Years of relevant experience;

        vii. List of relevant projects they have worked on and their roles in such projects, and;

        viii. Percent of time this person will be available to support this contract;

2. Summary Table for Non-Key Personnel

    a. Provide a summary table listing staff names, years of experience, area of expertise, educational background, relevant professional registrations and certifications, and a brief summary of relevant experience.

F. **TAB 6 - Team Experience.** This tab should describe in detail the Offeror's experience and/or the experience of the "Key Personnel" proposed. Provide a maximum two (2) page narrative overview of relevant experience. Also, provide up to ten (10) representative projects or on-call contract examples from the past five (5) years that include the stormwater-specific scope components listed in Section 1.2.2 to the extent possible.

1. It is in the Offeror's best interest to provide examples of projects completed that presented challenging design constraints or requirements, unusual construction conditions, aggressive schedules, or unique engineering solutions. This will assist the evaluation committee in determining the Offeror's ability to address unusual projects. To the extent possible, Offeror is encouraged to use projects or on-call contract examples from local governments in Virginia. Each detailed project or on-call contract example should be limited to two (2) pages and shall include:

    a. Description of work;

    b. Services provided;

c. Amount of work subcontracted;

d. Originally estimated and actual design duration;

e. Preliminary and Final Design Fee;

f. Actual Construction Bid Cost and Engineer's pre-bid estimate;

g. Impact (time, cost), number of, cause for, and mitigation/resolution for Construction Change Orders. Elaborate on any changes that resulted from design errors or omissions;

h. One to three applicable photographs depicting in-progress construction or finished project (if available);

i. Owner name and contact information (email and phone number);

j. Primary construction manager, name and contact information (email and phone number); and

k. Any awards, recognition, or commendations related to the project.

G. **TAB 7 - Project Approach.** This tab should describe the Offeror's proposal for providing the services solicited by this Request for Proposals. This section should not exceed ten (10) pages. The Offeror should identify any unique strategies, techniques, and approaches that will best achieve the Request for Proposals' objectives. The following should be addressed:

1. Approach to meet time schedules that are project specific, respond quickly to task assignments, be able to handle multiple tasks concurrently and be able to complete tasks on accelerated schedules;

2. Construction cost estimating and tracking, including method based on AACE International Recommended Practices;

3. Design constructability and value engineering review approaches;

4. QAQC;

5. Managing project risks;

6. Obtaining stakeholder buy-in;

7. Document management and retention, include converting and verifying old drawings for existing facilities;

8. Approach when as-built documents are missing;

9. Approach, with examples if possible, to delivering projects specifically in the Commonwealth of Virginia and the City of Richmond, to demonstrate knowledge of local conditions, challenges, and requirements; and

10. The degree of accessibility that the Offeror will be able to provide to city officials who will be administering the contract.

H. **TAB 8 - Record.**

1. Terminations, Claims, and Suits.
   Summarize in a table all design projects in the last five (5) years in which the Offeror failed to complete its services or was terminated for convenience, cause, negligence or default by providing the following:

   a. Project name, location and description;

   b. Date;

   c. Owner and any other key project team members (include address and telephone number);

   d. Services performed and Offeror's office performing the services (if applicable); and

   e. Reason for failure to complete services or termination.

2. Arbitration/Litigation Proceedings.
   Summarize in a table all arbitration proceedings or litigation in the last ten (10) years initiated by or against the Offeror related to any project design (not including non-design related accident/injury claims) by providing the following:

   a. Project name, location and description;

   b. Date;

   c. Owner and any other key project team members (include address and telephone number);

   d. Services performed;

   e. Parties to the arbitration or litigation;

   f. Nature of dispute;

   g. Final disposition of the case;

   h. Legal jurisdiction;

   i. Date the case was filed; and

   j. Name and address of the adverse party's counsel and their telephone number and if applicable, the final disposition of the case.

3. Disclosures of Conflicts.
   Disclose any conflicts of interest, whether existing or potential, which may affect Offeror's performance of services required under the Contract if Offeror is selected as a Contractor.

I. **TAB 9 - Financial Condition.** Provide audited financial statements for the past three (3) fiscal years which show reflected net worth and all such other financial information usually reflected on a financial statement of the Offeror. An independent, licensed, certified public accountant or certified public accounting firm shall have audited the statements.

1. List the insurance carriers the Offeror proposes to utilize for this Contract for the following:

a. Commercial General Liability to include construction liability coverage;

b. Errors and Omissions and Professional Liability;

c. Worker's Compensation; and

d. Automobile Liability.

1.3.2. Cost and Pricing

A. **No Price Proposal.** Pursuant to City Code § 21-68(b) (*see also* Va. Code § 2.2-4302.2), this Request for Proposals does not request that offerors furnish estimates of man-hours or costs for services with the offeror's proposal.

B. **Negotiation of Pricing Arrangements.**

1. **When Submitted; Billing Rate Proposal.** Offerors selected for final contract negotiation and award through the qualification-based evaluation process will be requested to submit their billing rate proposal and associated Roster and Backup Documentation according to the guidelines set forth in this section. The Offeror shall not be required and may not submit billing rates, roster, estimates of man-hours or other information pertaining to cost of services until requested by the City in the final contract negotiation stage. The Billing Rate Proposal shall be completed for the Contractor and subcontractors, including all MBE/ESB subcontractors. Within the Billing Rate Proposal, Offerors shall submit hourly categorical loaded billing rates and a breakdown of the Overhead and Profit used to derive loaded rates. Lines will be provided for the Offeror to place additional categories not listed on the form. The Billing Rates Proposal worksheet must be submitted electronically in both PDF and Microsoft Excel formats upon City request.

2. **Roster.** Offerors shall submit a roster of personnel anticipated to perform work under this Contract for the Contractor and subcontractors, including all MBE/ESB subcontractors. The roster must include name, title at the firm, proposed labor category, raw billing rate, and loaded categorical billing rate. The roster shall be submitted in DPF and Microsoft Excel format. Personnel shall be billed at the rate shown in the roster for the duration of the Contract.

3. **Backup Documentation**. Offerors shall submit back-up documentation to substantiate overhead rates for the Contractor and primary subcontractors, including all MBE/ESB subcontractors.

4. **Basis for Billing Rate Guidelines.**

a. The submittals listed in Section 1.3.2 shall be derived based on the definitions contained herein.

b. **Hourly Categorical Loaded Rates.** The hourly categorical loaded rates proposed in the Billing Rate Proposal should be comparable to those of similarly experienced and qualified personnel in those classifications in Richmond, Virginia or the Commonwealth of Virginia for firms providing similar services. The categorical loaded negotiated rates

should be comparable to those of similarly experienced and qualified personnel in those classifications in Richmond, Virginia or the Commonwealth of Virginia for firms providing similar services. Loaded Categorical Labor Rate is the product of (Averaged Payroll Rate x Overhead Rate) x (one + Profit Percentage).

c. **Averaged Payroll Rate**. Raw Payroll Rates of individuals within a categorical rate category shall be averaged to obtain the averaged payroll rate by category. Hourly rates shall be the effort-weighted average for those persons in category calculated based upon the overall level of involvement anticipated over the course of the contract. Local staff that will perform the majority of the work would be weighted more heavily than remote staff that may only bill limited work. Staff included within a category should not have a raw labor rate that differs substantially from the Averaged Payroll Rate.

d. **Raw Payroll Rates** shall be subject Certified Payroll Report submittals for personnel expected to be engaged and billed under the Contract. Frequency of Certified Payroll submission will be requested at Initial Submission under section 1.3.2(B)(1), Contract renewal, and in the event of any replacement, substitution, or addition of Contractor personnel covered by such Contract.

e. **Overhead**. Overhead rate should represent the Contractor's Allowable Indirect Cost of doing business. The accounting methods and procedures for determining overhead for construction inspection and project management services often vary. For instance, policies on vacation, sick leave, holidays and employer contributions to insurances vary from firm to firm. Methods for tracking man-hours and expenses vary depending on whether the Offeror is determining its overhead rates or the profitability of each project. The procedures presented herein use the "tax return" approach where general materials, supplies, depreciation of computers and software, insurances, and such, are treated as general office overhead expenses.

   i. Indirect costs are not considered Direct or Prime Costs associated with any particular contract for goods or services. Direct or Prime Costs are Direct Labor and Direct Materials supported by a Scope of Work and measurable Deliverables.

   ii. Allowable Indirect Costs cover services such as Corporate General and Administrative (G&A) expenses, but exclude "non-attributable" costs, such as marketing, advertising, litigation or other legal / regulatory settlements, replacement personnel training and / or other such costs that may surface during a City's examination. Overhead Costs, including details and their origins, are subject to the City examination, which cover Initial Submission and any subsequent Overhead Rate changes. Threshold criteria shall be subject to change by the City. The overhead component is composed of the following:

   iii. Direct technical salary overhead (or "fringes") such as payroll taxes and insurances, vacation, holidays, health insurance premiums, and other benefits and of general office overhead such as administrative salaries, rent, business and liability insurances, telephone, equipment rental and depreciation, travel, promotion, etc.

iv. Provisions of office expenses, light, heat, telephone, depreciation, rental furniture, drafting equipment and engineering instruments, automobile expense, and office and drafting supplies not identifiable to a specific project.

v. Taxes and insurance other than those included as salary cost but excluding state and federal income taxes.

vi. Library and periodical expenses and other costs of keeping abreast of advances in engineering, such as attendance at technical and professional meetings and continuing education courses, seminars, and in-house training.

vii. Executive, administrative, accounting, legal, word processing, and clerical salaries and expenses (other than identifiable salaries included in salary costs and expenses), and other professional services.

viii. Business development expenses, including salaries of principals and employees so engaged.

ix. Provision for loss of productive time of technical employees. Costs of acquiring, maintaining, and repairing computers, development of software, and staff training not associated with specific projects.

f. **Profit.** Profit is limited to a maximum of 10% on labor and is negotiated at the Initial Submission.

g. **Markups**. Markups are not permitted on other direct costs (ODC). Prime markups are not permitted on subconsultant work.

h. **Technical Personnel Classifications.** The following personnel classification, category, discipline and skill level descriptions are examples of those directly involved with the coordination, planning, quality control and delivery of the Contractor's services required for the project:

i. **Program Coordinator.** An experienced and licensed engineer who has overall responsibility for the planning, design, coordination of all disciplines, quality assurance, and delivery of the Contractor's services to the City. *Note: A principal of the Contractor may perform this function, especially in a small firm. In larger firms a principal, associate or similarly "titled" person of the Contractor may be assigned this responsibility. Regardless of the title, the function is the same and the marked-up rate should be comparable to Project Managers of other firms in the City or economically comparable regions of the Commonwealth of Virginia.*

ii. **Cost Estimator.** Skills required include a knowledge of building systems and components, the ability to read plans and specifications, the ability to make quantity takeoffs and apply pricing, the ability to obtain pricing information from reliable sources and adjust and apply such information to specific project conditions and the ability to present a cost estimate with the proper back up documentation.

iii. **Senior Project Manager.** Engineers who by education, practical experience or a combination thereof have the knowledge and skills to perform analyses, calculations, and detailing for portions of a project in a particular discipline sufficient to manage projects on behalf of the Contractor. This level person is certified, licensed or registered in the Commonwealth of Virginia and oversees the work of others. This level person generally has more than 10 years of engineering, technical, and project management experience.

iv. **Assistant Project Manager.** Engineers who by education, practical experience or a combination thereof have the knowledge and skills to perform analyses, calculations, and detailing for portions of a project in a particular discipline sufficient to manage projects on behalf of the Contractor. This level person is certified, licensed or registered in the Commonwealth of Virginia and oversees the work of others. This level person generally has less than 10 years of engineering, technical, and project management experience.

v. **Engineers or Architects by Grade.** Architects and Engineers who by education, practical experience or a combination of education and experience have the knowledge and skills to perform analyses, calculations, and detailing for portions of a project in a particular discipline. Depending on grade, this level person may possess any combination of a degree, experience, certificate, license, or registration and has or is obtaining experience in layouts, detailing or calculations. Such persons may be at higher grades based on having a combination of a degree, higher level of experience, and/or certification, license, or registration. This person works under the supervision of a licensed professional and/or more senior licensed professional.

vi. **CADD/Drafting Supervisor.** A highly experienced individual with extensive knowledge and supervisory responsibility over the office's CADD/Drafting section.

vii. **Senior CADD/Drafting Technician.** A highly experienced individual with extensive knowledge and experience in CADD, drafting and GIS.

viii. **Junior CADD/Drafting Technician.** A less experienced or entry level CADD or drafting technician.

ix. **Senior Inspector.** A highly experienced individual with extensive knowledge of one or more facets of construction applicable to the specific project.

x. **Specialty Inspector.** A highly experienced individual with extensive knowledge of one specific facet of construction applicable to the specific project such as instrumentation and controls or tunneling.

xi. **Junior Inspector.** A journeyman level individual with some experience in one or more facets of construction applicable to the specific project, who will generally be working under the supervision of either a senior inspector or a project Engineer.

xii. **Specification/ Report Writer.** A professional level architect or engineer skilled in writing technical specifications for building and site related systems, equipment and components. The writer is also skilled in preparing contract documents and understanding the basic legal requirements and applications thereof.

xiii. **Expediter/Clerical.** Skills required include knowledge of the terms and procedures of the design and construction process and a proficiency in the use of word processing and spreadsheet applications used in the production of specifications, reports, and associated typing and clerical functions.

i. **Special Consultants**. The City may require the use of a special consultant with a particular expertise related to some feature of the project. The Contractor shall engage such a required consultant as a subcontractor, subject to the City's approval, and incorporate such work in the services for the project. The compensation for such special consultant will be negotiated and set out in the Task Order and included in the total fee for that Task Order. The compensation for such special consultant will be negotiated and set out in the Task Order and included in the total fee for that Task Order.

j. **Additional Services.** The Contractor and the City normally will determine the additional services (i.e., services in addition to the "Basic Services" identified in the Request for Proposals) required of the Contractor, and the compensation for such will be negotiated and set out in the Task Order. Once the Contract is signed, any additional routinely used personnel classifications required, other than special consultants as outlined above, must be authorized in writing by the City. Any payroll or other records documenting the authorization of work performed which was not specifically authorized as a fixed sum amount must be retained and subject to audit by the City for a period of three years following conclusion of the Contract.

k. **Reimbursable Expenses.**

i. The cost of home office, branch office, field office or other office space and all associated utilities, telegrams, FAX transmissions, local telephone service, long distance, and wireless phone calls, postage, general office supplies (paper, pens, binders, folders, printer/copier consumables, etc.) and all other similar expenses incurred by the Contractor in the performance of the Contract are considered by the City to be part of the Contractor's overhead expenses and are not separately reimbursable.

ii. The cost of reproduction of plans and specifications or requested reports will be reimbursed if approved in the Project Task Order.

iii. The City will reimburse the Contractor for the actual costs of overnight or second day shipping of submittals and shop drawings when such method of shipping is directed by the City.

iv. Travel and living expenses associated with the performance of the project scope of work that cannot be adequately sourced with personnel residing within commuting distance (within 100 miles of the State Capitol Building) or for special consultants may be compensable, if authorized by the City. Travel and living expense compensation may be negotiated on a case-by-case basis and included in the "Other Direct Charges" fees in the Project Task Order as a lump sum amount for travel and

subsistence for each particular facet of the work where travel compensation is proposed by the Contract, and deemed necessary and approved by the City. The travel and per diem rates for lodging and subsistence may not exceed the maximum amounts allowable for such expenses in the City's Travel Policy which generally conforms with the IRS High/Low Substantiation Method. Payment for authorized travel and living expenses for project personnel may either be at a flat monthly rate or based on actual lodging, mileage, per diem rates, or other documented expenses as agreed upon between the Contractor and the City. Records supporting such requests for reimbursement shall be subject to audit by the City. No separate reimbursement will be made for local travel or other incidental expenses of personnel residing within commuting distance (within 100 miles of the State Capitol Building) for the normal prosecution of contract work such as travel to and from meetings or local job sites. Where a project assignment is reasonably expected to exceed 12 months duration, the Contractor's personnel would normally be expected to relocate to the Richmond area and associated relocation costs must be included as part of the Contractor's overhead costs. In these cases, separate reimbursement for travel and living expenses will not normally be approved.

v. The Contractor may be reimbursed for travel and living expenses of technical personnel while traveling in the discharge of duties in connection with extra services (i.e. witnessing factory performance test on equipment, presentation of a project outside the city and metropolitan area limits) when authorized by the City. The travel rates and per diem rates for lodging and subsistence may not exceed the maximum amounts allowable for such expenses in the City's Travel Policy. Records supporting such requests for reimbursement will be subject to audit by the City and City Auditor.

vi. Each item or account planned for reimbursement will have a "budget" amount established and included in the Project Task Order with the condition that payment for these items will be subject to proper authorization and documentation. The "budget" amount can be adjusted upward or downward by the City, as appropriate, based on the actual amounts approved for reimbursement.

l. **Overtime Rates.** No overtime requiring higher rates than the regular rates will be considered for payment for basic or additional services. Consideration of the time approved for personnel when traveling in connection with a project (when such travel is required by the Contract and authorized in writing by the City) will be construed to be time engaged on the project up to the completion of an eight-hour workday.

i. Any overtime rates authorized by City on this Contract may only be for specialized services and extenuating circumstances. Overtime rates shall be at the Loaded Labor Rate plus the Payroll Rate Increment for approved overtime hours. Example: Payroll Rate Construction Inspector $32.00 per hour, Overhead Rate 2.20 and Profit 10%. Loaded Labor Rate = $77.44 per hour. Overtime Rate = $77.44 + (($32.00 x 0.5) x

1.08) = $94.72. The "1.08" includes FICA. This shall apply only for those contracts/tasks where such overtime provision exists.

1.4. Evaluation Criteria

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Staffing Plan and Qualification of Proposed Staff**	Points Based	25 *(25% of Total)*
2.	**Team Experience**	Points Based	25 *(25% of Total)*
3.	**Record (history of claims, termination, suits, litigation, arbitration, conflict of interest)**	Points Based	5 *(5% of Total)*
4.	**Project Approach**	Points Based	15 *(15% of Total)*
5.	**Knowledge of Local Conditions and Requirements**	Points Based	15 *(15% of Total)*
6.	**Accessibility (required by City Code § 21-69)**	Points Based	5 *(5% of Total)*
7.	**MBE / ESB Commitment** The MBE/ESB participation goal for this contract is 10%.	Points Based	10 *(10% of Total)*

2. Instructions to Offerors

2.1. Interpretations

2.1.1. Incorporation of City Policies and Procedures

This Request for Proposals is subject to the provisions of Chapter 21 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.rva.gov.

2.1.2. Explanations to Offerors

A. Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing through OpenGov no later than ten business days prior to the closing date of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Procurement Analyst determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

B. 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.

C. 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.

2.1.3. No Contact Policy

Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 2.1.2 "Explanation to Offerors" above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.

2.1.4. Other Documents

The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special 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.

2.1.5. Disqualification Due to Participation in Preparation of Solicitation

A. **Prohibition.** City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

B. **Definition.** For purposes of **this section 2.1.5. ("Disqualification Due to Participation in Preparation of Solicitation")**, the word "prepares" has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

1. Serving as a director or deputy director of the agency which has initiated the procurement;

2. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;

3. Serving as the procurement manager for the agency which has initiated the procurement;
4. Serving as the procurement officer in charge of the procurement;
5. Assisting in the development of specifications for invitations for bids or requests for proposals;
6. Attending an evaluation committee meeting that is closed to the public;
7. Voting on or scoring a bid or proposal; or
8. Any other participation in the procurement process which could lead to unfair advantage.

C. **Disqualification and Waiver.** Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation.

2.1.6. No Contact Policy Applicable

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

2.1.7. Appeal of Disqualification

In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to the **section 2.1.5. ("Disqualification Due to Participation in Preparation of Solicitation")** and City Code § 21-281 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

2.2. Preparation of Proposals

2.2.1. General Requirements

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 panel. 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.

2.2.2. Substantive Nature of Proposals

Proposals must be substantive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. 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.

2.2.3. Authorized Signature

All proposals must be signed in order to be considered. If the offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.

2.2.4. MBE/ESB Participation

When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.

A. **Policy**. It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.

B. **Certification**.

1. All Minority Business Enterprise subcontractors and vendors must be registered with the City of Richmond's Office of Minority Business Development (OMBD) and certified by the Commonwealth of Virginia Department of Minority Business Enterprise or a comparable certifying entity as a Minority Business Enterprise. OMBD reserves the right to accept the certification of other certifying agencies.

2. All Emerging Small Business subcontractors and vendors must be certified by the City of Richmond's Office of Minority Business Development (OMBD).

C. **Evaluation**.

1. In the proposal evaluation process, up to 10 points will be given to those proposals that have documented past good faith efforts and have proposed MBE/ESB participation that relate to the established goal. All MBE/ESB forms that relate to this matter must be included in the prime contractors/vendors response. All documentation as it relates to past good faith efforts and proposed MBE participation must be submitted on the required forms in order to expedite the evaluation process. We have attached the Participation Commitment and the Current and Past Good Faith Effort forms for completion. The offeror should complete all pertinent MBE/ESB forms or risk forfeiting the 10 points assigned to Minority Business Enterprise and Emerging Small Business participation.

2. The City of Richmond encourages MBE/ESB participation on all City of Richmond contracts. If the City of Richmond waives the setting of goals, it is up to the prime contractor/vendor to determine whether or not they will voluntarily have MBE/ESB participation. Voluntarily committing to MBE/ESB participation allows the prime contractor/vendor to use this commitment as past good faith efforts for credit on future projects that have MBE participation with the City. When presenting MBE/ESB participation, use the forms created by the Office of Minority Business Development (OMBD) (MBE-1, MBE-2 and Good Faith Effort) in order to properly document your participation efforts.

2.2.5. 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 § 21-43 (Va. Code § 2.2-4343.1).

2.2.6. 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.

2.2.7. Public Inspection of Records

A. 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 of the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.

B. 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.

C. Proprietary Information. Pursuant to City Code § 21-5(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 section 21-5 of the Code of the City of Richmond 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. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” is cause for the City to reject the proposal.

2.2.8. Use of Brand Names

Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If 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. The City shall decide, in its sole discretion, if a proposed equal will be approved.

2.2.9. 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.

2.2.10.Exceptions

A. An exception is any condition, limitation, qualification, 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. In some cases, where permitted by law, exceptions may count against an offeror during the negotiation stage of the procurement process.

B. The offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified offerors are ranked for negotiations. If the offeror is selected for negotiations, the offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including the page number, the part and section number, the specific text at issue, and the nature of the exception, at the beginning of negotiations.

C. If the offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

2.3. Warranties and Representations of Offeror

2.3.1. 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.

2.3.2. 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 Charter of the City of Richmond, or the Code of the City of Richmond, (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 §§ 21- 274—21-285 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to offerors, contractors and subcontractors apply to this Request for Proposals and any resulting contract. 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.

2.3.3. 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.

2.3.4. 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.

2.3.5. 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.

2.3.6. No Kickbacks or Conflicts of Interest

By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that it is in compliance with the provisions of **section 3.2.3 ("Anti-Kickback Provision")** of the General Terms and Conditions included with this Request for Proposals and, further, that the offeror's 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, and that there are no principals, officers, agents, employees, or representatives of the offeror's 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, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.

2.3.7. State Corporation Commission Registration

A. **Generally.** 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. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

B. **Form Required.** Each offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. Each offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.

C. **Warranty.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that all information the offeror submits on its completed State Corporation Commission Form is true and complete at the time the offeror submits its proposal and will remain true and complete throughout the duration of any contract between the City and the offeror that results from this Request for Proposals. The offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the offeror's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the offeror as demonstrating compliance.

2.4. Submission of Proposals

2.4.1. Transmittal Letter

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

A. Firm's Name

B. Firm's Address

C. Contact Name and Telephone

D. Number Fax Number and E-mail Address

2.4.2. Closing Date

To be considered, a proposal must be submitted through the City's e-Procurement Portal, OpenGov, on or before the time and date set forth on OpenGov for this Request for Proposals. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. The City will not accept a proposal that is late, regardless of any technical difficulties. Offerors submitting proposals should allow sufficient time for submission through OpenGov. 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 Contracting Officer shall not be considered a violation of this section.

2.4.3. 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.

2.4.4. Separate Proposals

Proposals for separate Requests for Proposals shall not be combined on the same submission. At its option, the City may decline to consider such proposals.

2.4.5. Return of Proposal

All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned.

2.5. Evaluation and Selection Process

2.5.1. Opening

At the designated time and date, the Department of Procurement Services will open and list the proposals for the record using the City's e-Procurement Portal, OpenGov. This is not a public opening. The proposals will then be forwarded to the using agency and evaluation panel to initiate the review and selection process. Proposals received after the date and time specified in the **section 2.4.2. ("Closing Date")** are late and will not be accepted.

2.5.2. Initial Evaluation of Proposals

During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Some offerors may be eliminated at this stage. Once the evaluation panel has completed this initial scoring, the evaluation panel will engage in discussions with two or more offerors not eliminated by the initial scoring.

2.5.3. Discussion with Offerors

The evaluation panel will engage in individual discussions with two or more offerors deemed in the evaluation conducted under section 2.5.2 ("Initial Evaluation of Proposals") fully qualified, responsible and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services. The City may engage in repetitive informal interviews with offerors. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information submitted by competing offerors pursuant to City Code § 21-5(f) / Va. Code § 2.2-4342(F) shall not be disclosed to the public or to competitors. (City Code § 21-68(b) / Va. Code § 2.2-4302.2.)

2.5.4. 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 reject the offeror's proposal. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.

2.5.5. Tests

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

2.5.6. Final Ranking of Offerors

At the conclusion of the discussions outlined in section 2.5.3 ("Discussions with Offerors") and on the basis of the evaluation and selection criteria set forth in the Request for Proposals and all information developed in the selection process to this point, the City shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. (City Code § 21-68(b) / Va. Code § 2.2-4302.2.)

2.5.7. Conduct of Negotiations

Negotiations shall be conducted beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price the City considers fair and reasonable, the City shall award the contract to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. However, should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. (City Code § 21-68(b) / Va. Code § 2.2-4301.) Notwithstanding the preceding, if the City chooses to make multiple awards under this Request for Proposals in accordance with Section 2.6.1 ("Multiple Awards") of Part II ("Instructions to Offerors") of the Request for Proposals, the City may negotiate contracts simultaneously with more than one offeror.

2.6. Award and Execution of Contract

2.6.1. Award

A. **In General.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

B. **Multiple Awards.** The City reserves the right to make awards under this Request for Proposals to more than one offeror if the City determines that doing so is in the best interests of the City. Each contract awarded may authorize the issuance of Task Orders for all types of professional services solicited by this Request for Proposals or may limit the issuance of Task Orders for only one or more specified types of professional services solicited by this Request for Proposals.

2.6.2. 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.

2.6.3. 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.

2.6.4. Notice of Award

A contract is awarded only when the Director of Procurement Services signs the contract. The Contracting Officer may provide notice of the City's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.

2.6.5. 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.

2.6.6. 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.

2.6.7. 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 Contracting Officer, register in the City's online Supplier Portal, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents and must have registered in the City's online Supplier Portal within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City's representative will then sign the contract. The signature of the City's representative on the contract constitutes the award of the contract.

3. General Terms and Conditions

3.1. Duration of Contract

3.1.1. 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.

3.1.2. Renewal

The City may, at its sole option, renew this Contract for up to three one-year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least 30 calendar days before the expiration of the preceding term. If the City exercises its option to renew the Contract, the renewal term shall commence one year from the Commencement Date or the most recent anniversary thereof at the time the City exercises its option to renew the Contract.

3.1.3. Effect of Expiration

The City and the Contractor acknowledge that, although the City does not intend to issue any Task Order that will not be completed by the expiration of this Contract, the Contractor's work to complete one or more Task Orders may not be completed prior to the final expiration of this Contract. If this Contract expires, whether due to the City's decision not to renew the Contract or due to the expiration of all renewal options available under Section 1.2 ("Renewal") of Part III ("Terms and Conditions") of the Request for Proposals, but the Contractor's work to complete one or more Task Orders has not been completed, then all terms and conditions of this Contract, including all rights and obligations, shall survive until the Contractor's work to complete all Task Orders issued during the duration of this Contract has been completed except the City's right to issue additional Task Orders and the Contractor's obligation to accept additional Task Orders.

3.2. Contractor Responsibilities

3.2.1. Independent Contractor

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

3.2.2. 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.

3.2.3. 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.

3.2.4. Century Compliance

The Contractor warrants that the hardware, software and firmware products, provided for use by the City 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.

3.2.5. 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.

3.2.6. Contractor Misrepresentation

A. **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.

B. **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.

3.2.7. Drug-Free Workplace

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

its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

B. **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.

3.2.8. Human Rights

A. **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.

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

1. It shall be an unlawful employment practice for an employer:

   a. 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

   b. 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."

C. 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.

D. **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

1. During the performance of this Contract, the Contractor agrees as follows:

   a. 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.

   b. 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.

c. 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.

2. 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.

3.2.9. 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.

3.2.10.Personnel

The Contractor shall not replace a person indicated in the Contractor's proposal as being assigned to perform services under this Contract for the City except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the contract administrator of the City with a résumé of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The contract administrator of the City will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.

3.2.11.Property of Work

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

B. **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.

3.2.12.Faith-Based Organizations

The provisions of section 21-43 of the Code of the City of Richmond (2020), as amended, apply to this Contract.

3.3. Payment

3.3.1. Basis

In accordance with City Code § 21-68(c), (i) only the fair and reasonable prices, as negotiated, shall be used in determining the cost of each Task Order performed, (ii) the sum of all projects performed in one contract term shall not exceed $10,000,000, (iii) the project fee of any single Task Order shall not exceed $2,500,000, and (iv) any unused amounts (i.e., the difference between the value of all Task Orders issued during the contract term and $10,000,000) from one contract term shall not be carried forward to any renewal term. In all other respects, the City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions and schedule set forth in the Task Order to the extent consistent with the Contract Documents.

3.3.2. Schedule

The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.

3.3.3. Terms

The City shall pay the Contractor as follows: Net 45 days.

3.3.4. 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.

3.3.5. 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.

3.3.6. 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.

3.3.7. Taxes

All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.

3.3.8. Invoices

A. The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must 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. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@richmondgov.com

City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219

B. The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

3.3.9. 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 804-646-6417 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.

3.3.10.Payment by ACH

The Contractor agrees that the City may make all payments to the Contractor, at the option of the City, of any or all amounts due under this Contract through the Automated Clearing House network.

3.3.11.Payments by Contractor

A. The Contractor shall take one of the following actions within seven calendar days after receipt of amounts paid to the Contractor by the City for goods delivered or work performed under the Contract:

   1. Pay each subcontractor or supplier for the proportionate share of the total payment received from the City attributable to the goods delivered or work performed by the subcontractor or supplier under the Contract; or

   2. Notify the subcontractor or supplier, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's or supplier's payment with the reason for nonpayment.

B. The Contractor shall include in each of the Contractor's subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

3.4. Indemnification and Insurance

3.4.1. Indemnification

A. To the maximum extent permitted by section 11-4.4 of the Code of Virginia, the Contractor shall:

   1. Defend, hold harmless and indemnify the City from and against any and all liability for damage arising out of the negligent acts, errors or omissions, recklessness or intentional wrongful conduct of the Contractor in the performance of this Contract.

   2. Assume the entire responsibility and liability for any and all damages arising out of any negligent acts, errors or omissions, recklessness or intentional wrongful conduct of the Contractor or any subcontractors, agents or employees thereof in the performance of this Contract.

   3. Hold harmless and indemnify the City and any agents, volunteers, servants, employees and officers thereof against liability, including but not limited to court costs and attorneys' fees, which either or both of them may suffer, pay or incur as the result of any claim or legal action arising out of any negligent acts, errors or omissions, recklessness or intentional wrongful conduct by the Contractor in the performance of this Contract.

   4. Upon written demand by the City, assume and defend at the Contractor's expense any and all such claims and legal actions.

3.4.2. 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.

A. **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 neither the City shall be responsible therefor.

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

1. Subrogation against the City shall be waived.

2. The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability.

3. Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.

4. 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.

5. All Certificates of Insurance shall show the Certificate Holder as:City of Richmond
C/O myCOI
P.O. Box #501970
8710 Bash Street
Indianapolis, IN 46256

C. 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.

D. **Evidence to Be Furnished.**

1. **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement listing the City, and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under **this section 3.4.2. ("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.

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 listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice

to the City. All certificates of insurance shall show the Contract Number assigned to this Contract by the City.

3. **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by **this section 3.4.2. ("Insurance")** unless requested at any time by the City's Director of Procurement Services.

E. **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of **this section 3.4.2. ("Insurance")**:

1. Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
2. Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.
3. Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
4. Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per occurrence.

3.5. Assignment, Delegation and Subcontracting

3.5.1. By City

The City may assign their rights or delegate their 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.

3.5.2. 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.

3.5.3. Subcontracting

This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.

3.6. Remedies and Termination

3.6.1. Default

In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

3.6.2. Termination with Cause

A. **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 intent of the City 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.

B. **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the Contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.

C. **Effect.** Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only 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.

3.6.3. Termination without Cause

A. **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 must be delivered at least 90 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

B. **Effect.** Upon such termination, the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only 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. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

3.6.4. Termination by Contractor

A. 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.

B. 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.

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

3.6.5. Waiver

The waiver by any 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.

3.7. Dispute Resolution

3.7.1. 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.

3.7.2. 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 any party hereto as the sole drafter thereof.

3.7.3. Contractual Claims

A. **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 City's Director of Procurement Services no later than 60 calendar days after final payment. (See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).)

B. **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 City's 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.

C. **Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The City's 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 § 21-167(b); see also Va. Code § 2.2-4363(B).)

D. **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the City's Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the City's 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 § 21-167(c); see also Va. Code § 2.2-4363(D).)

E. **Finality of Decision.** The decision of the City's 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 § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-167. (See City Code § 21-167(d); see also Va. Code § 2.2-4363(E).)

F. **No Cessation of Performance.** Nothing in **this section 3.7.3 ("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 § 21-167(e).)

3.7.4. Alternative Dispute Resolution

The City's 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 § 21-170; see also Va. Code § 2.2-4366.)

3.7.5. 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.

3.8. Miscellaneous Provisions

3.8.1. 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. 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.

3.8.2. 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.

3.8.3. Force Majeure

If any 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.

3.8.4. 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 City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract's subject matter shall be of any effect.

3.8.5. Modification

This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the City and the Contractor in accordance with the City's Purchasing Policies and Procedures.

3.8.6. 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.

3.8.7. Notices

A. **In General.** Any written notice by any 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.

B. **Address.** All notices to the City shall clearly indicate the Contract Number assigned to this Contract by the City and shall be directed to:

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

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

3.9. Additional Provisions

A. **No Guarantee of Work.** The City does not represent, warrant, covenant or guarantee that the Contractor will receive any Task Orders in a specific contract or renewal term. The City reserves the right, at its sole discretion, to issue separate Requests for Proposals for similar work and other projects as the need may occur

B. **Task Order.**

1. **Definition**. A Task Order is a document issued through the City's Department of Procurement Services in the form of a purchase order. The term "Project" means all of the studies, environmental, location, design phase and construction phase engineering services needed to bring a facility or a piece of infrastructure from concept to completion. The work to be performed under a Task Order may include one or more phases of a project. If more than one Task Order is utilized for a single project, the sum of all Task Orders utilized under the Contract shall not exceed the limitations contained in Part III ("Terms and Conditions"), **Section 3.3.1 ("Basis")** of the Request for Proposals, as amended by these Special Terms and Conditions..

2. **Issuance and Contents.** The City may issue one or more Task Orders to the Contractor during the initial contract term or any renewal term. The Task Order issued to the Contractor shall incorporate a scope of work that includes a definition of the project required and a fee proposal.

3. **Failure to Agree on Scope or Price**. If the Contractor and the City cannot agree on the scope of work or a fee for a Task Order, the City may terminate negotiations with the Contractor on that Task Order and pursue obtaining the required services from another contractor.

4. **Work Prior to Purchase Order at Contractor's Risk.** Commencement of work prior to issuance of a Purchase Order shall be at the Contractor's risk.

C. **Fee Arrangements for Task Orders**.

1. **Negotiation**. The fee for the services provided pursuant to each Task Order shall be negotiated individually on an hourly basis with a maximum not-to-exceed amount

considering the scope of services required, the estimated man-hours required for each skill level or discipline and the labor rates agreed upon and set forth in the Contract Documents at the time of Task Order issuance[LB49.1]. The compensation shall be determined by the Contractor's certified payroll record of man-hours expended by classification, skill level, or discipline and the hourly rates for each as listed in the Contract. If the time required to perform the work can be reasonably estimated, the City may direct the Contractor to proceed with the work on lump sum basis considering the scope of services required, the estimated man-hours required of each skill level or discipline and the labor rates agreed up and set forth in the Contract Documents. Lump sum task orders should include specific cost-loaded milestones and work product deliverables that will form the basis for determining partial progress payments.

2. **Subtasks.** The fee shall be proportioned by subtasks, or authorized phases or facets of the work scoped within a Task Order. The definition of subtasks shall be established and coordinated between the City of Richmond and the Contractor during scope development and fee negotiation. The Contractor shall submit a uniform proposal submission sheet that lists the Work Breakdown Structure and proposed hours for the assigned subtasks with a separate column for actual hours that would be required to be submitted with the invoice.

3. **Documentation of Rates.** The Contract Documents will document the negotiated acceptable labor rates for the various personnel classifications, disciplines, or skill levels. The City will use these rates in arriving at Task Order fees and any hourly rate work that the City authorizes for Task Orders issued under the Contract. Categorical Labor Rates shall not be increased during the execution of a Task Order except with written permission from the City project manager. The City project manager may only permit rate changes when the total Task Order amount does not increase and there is a prolonged project delay or time extension not caused by the Contractor.

4. **Limits on Issuance of Task Orders.** When the total value of all Task Orders and modifications to such Task Orders issued to the Contractor during the contract term (or renewal term, as applicable) reaches the contract limit for all projects performed in one contract term specified in **Section 3.3.1 ("Basis")** of Part III ("Terms and Conditions") as amended by these Special Terms and Conditions, no further Task Orders may be issued during the initial contract term or renewal term, as applicable.

5. **Task Order Assignments.** The City will strive to distribute Task Orders to all contractors awarded contracts. The City will assign individual projects or tasks to the contractor that it believes is best suited to a specific Task Order based on the following factors:

    a. Qualifications, knowledge and experience of the Contractor's staff and affiliated sub-consultants as related to the particular Task Order scope.

    b. Performance on past or current projects.

    c. Resources available compared to existing assigned workload.

d. Cost effectiveness and reasonableness based on approved rate schedules and proposed labor loading and subcontractor use.

e. Responsiveness in responding to task order proposal requests.

4. Forms and Attachments

4.1. RFP Vendor Questionnaire

*1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this legally binding response on behalf of my company.**

☐ Please confirm

*Response required

*2. Acknowledgement of Addenda**

We acknowledge that we have received, reviewed, and attached all addenda in our submission.

☐ Please confirm

*Response required

*3. Primary Contact**

Please provide the following information for the main contact for all communication regarding this solicitation:

Name
Title
Phone Number
Email Address

*Response required

4. Secondary Contact - OPTIONAL

Please provide the following information for the secondary contact for all communication regarding this solicitation:

Name
Title
Phone Number
Email Address

*5. Offeror Response**

Please upload your entire proposal here, as one PDF document. Instructions regarding the format of the response can be found within the RFP and attachments. Do not upload any exceptions as part of this Offeror Response.

*Response required

*6. Price Proposal Validity**

We acknowledge and certify we have read, understand, and agree to price proposal validity period requirements of this Request for Proposal.

☐ Yes
☐ No

*Response required

*7. Debarment Certification**

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids, nor are they an agent of any person or entity that is now so debarred.

https://logi.cgieva.com/External/rdPage.aspx?rdReport=Public.Reports.Report9020_Data

☐ Please confirm

*Response required

8. Exceptions

Please upload any exceptions here.

*9. Please include an affirmative statement that the Offeror grants its consent for the City to contact the Offeror's references for purposes of evaluating the Offeror for this Contract and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.**

*Response required