

**CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
August 9, 2023**



Invitation for Bid # 230007674
Human Resources Related Services (Multiple)

Due Date: September 13, 2023 / Time: 11:00 A.M.
Opening: September 13, 2023 / Time: 3:00 P. M.
Receipt Location: City Hall, 900 East Broad Street, 11th floor, Room 1104

Invitation for Bids Prepared by:

Name: **Jerry A. Tuttle**

Title: Contracting Officer

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Email: jerry.tuttle@rva.gov

Name: **Jen M. Worley**

Title: Procurement Analyst

City of Richmond, Department of Procurement Services

900 East Broad Street, Room 1104, Richmond, VA 23219

<https://www.rva.gov/index.php/procurement-services/solicitations>

SIGNATURE SHEET

This signature sheet must be included as part of the bidder's bid, or the City will not consider the bid. The bidder's signature below certifies that this bid as submitted complies with, and the bidder agrees to be legally bound by, all terms and conditions set forth in Invitation for Bids No **230007674** for **Human Resources Related Services (Multiple)**. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this bid on behalf of the bidder.

Complete Legal Name of Bidder Firm: _____

"Order from" Address: _____

"Remit to" Address: _____

Federal EIN / SSN: _____

Authorized Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Telephone Number with Area Code: _____

Fax Number with Area Code: _____

E-Mail Address: _____

Date: _____

STATEMENT OF NO OFFER

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

IFB No.: _____ Service: _____

The undersigned firm declines to submit an offer on the IFB for the following reasons:

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

Remarks:

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

Firm Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Bidder Firm: _____

Virginia State Corporation Commission registration information. The bidder:

- ☐ is a corporation or other business entity with the following State Corporation Commission identification number:

-OR-

- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

- ☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the bidder to submit the State Corporation Commission identification number after the due date for bids. The bidder shall promptly provide any information the City requires to enable the City to properly evaluate the bidder's request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.

BID FORM

Instructions: This is a Multi-Services Invitation for Bid for Human Resources. Bidders are not required to bid on all services and should only bid on the services desired to be provided. Select by marking an "X" next to each of the 'Services Description' that Bidder desires to provide, then populate the corresponding 'Hourly Bid Rate' for those services as selected.

<u>Services Description</u>	<u>Select by Marking an "X"</u>	<u>Provider Hourly Bid Rate</u>
A. Non-Executive Recruitment Services		\$ -
B. Executive Recruitment Services		\$ -
C. Temporary Labor Services		\$ -
D. Human Resource Consulting Services		\$ -
E. Human Resource Learning Services		\$ -
F. Mediation Services		\$ -
G. Executive Coaching Services		\$ -
H. Employee Mentoring and Coaching Services		\$ -
I. Executive Travel Services		\$ -
J. Organizational Development Services		\$ -
K. Cultural Training		\$ -
L. Facilitator Services		\$ -
M. Survey Services		\$ -
N. Market Research and Branding Services		\$ -

In submitting this bid, it is understood that the City of Richmond, Virginia, reserves the right to reject any and all bids or to award in whole or in part as determined to be in the best interest of the City. It is agreed that this Bid may not be withdrawn for a period of 60 days from the opening thereof.

Respectfully Submitted:

By: _____

(Name and Title of Individual Executing the Bid)

Authorized Signature: _____

Name of Bidder: _____

(Name of Individual, Firm, or Corporation making bid)

**The successfully awarded bidder will be required to be registered with the City of Richmond & eVA. This requires a completion and submission of the City's Vendor Bidder Application Form. This form will be provided to the winning bidder at which time the Intent to Award is announced. **

PART I

SPECIFICATIONS

1. BACKGROUND

- A. The City of Richmond is seeking contractors to provide a range of Human Resources (HR) services. Bidders are not required to have experience in all categories to respond.

B. Definitions

1. **Bidder:** Any person or legal entity that may choose to submit a bid in response to this solicitation.
2. **City:** The City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia, acting through its duly authorized representatives.
3. **Contractor:** The bidder to whom the City awards the contract.
4. **Equity:** The absence of avoidable or remediable differences among groups of people, whether those groups are defined socially, economically, demographically, or geographically.
5. **HR:** Human Resources; Department of Human Resources.
6. **Universal Design:** A design that is usable by all people, to the greatest extent possible, without the need for additional adaption.

2. STATEMENT OF WORK

A. Non-Executive Recruitment Services

The City is seeking contractor(s) to develop and implement a comprehensive recruitment program for various City positions below the Executive level. The selected contractor(s) shall:

1. Assist the City in creating position descriptions and profiles to include at a minimum: duties, skills, knowledge, aptitude, education credentials, and relevant experience.
2. Assist the City or perform the tasks of preparing and placing advertisements for the position on appropriate industry job platforms.
3. Conduct nationwide recruitment to create and manage candidate pool:
 - a. Reach out to qualified candidates to gauge interest and confirm qualifications.
 - b. Provide the City with a preliminary list of candidates who meet the selection requirements.
 - c. Encourage candidates to submit applications through the City Human Resources application portal.
 - d. Ensure candidates understand the application process and submit all required documentation.
 - e. Answer candidates' questions representing the City.
 - f. Maintain communication with candidates throughout the application process.
 - g. Promptly notify candidates who were not selected.
4. Create and conduct an interview process in coordination with the City.

- a. Verify educational background, licensing, or required credentials to perform job.
- b. Assess candidate's emotional intelligence, strengths, weaknesses, and overall ability to perform the job.
- c. Evaluate candidates for serious consideration (five to six candidates) by conducting in-depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job.
- d. Meet with stakeholders on a regular basis to review candidate pool and debrief the City following the interviews and evaluate additional candidates if necessary.
- e. Make recommendations on hires.
- f. Initiate compensation discussions with the City's preferred candidates.

B. Executive Recruitment Services

The City is seeking contractor(s) to develop and implement a comprehensive recruitment program focused on Executive positions within the City. The selected contractor(s) shall:

1. Assist in creating and executing a plan to solicit appropriate candidates for Executive roles with a focus on attracting a broad and diverse candidate pool.
2. Establish selection criteria and a profile of the desired candidate based on input from the City and feedback from community/stakeholder surveys.
3. Identify and recruit qualified candidates with a proven history of success throughout the nation.
4. Conduct all aspects of the recruitment process
 - a. Develop a marketing plan to ensure that qualified individuals apply for the position.
 - b. Advertise and recruit for the position utilizing newspapers, professional journals, online resources, institutional placement agencies, and contact with potential candidates throughout the nation, including locally, using a variety of means.
 - c. Reach out to qualified candidates to discuss the role and encourage them to apply.
 - d. Obtain all relevant background information on the potential candidates to allow for full assessment of the strengths and weaknesses of each candidate.
 - e. Present a Comprehensive Report to include cover letters and resumes of the candidates plus a summary and assessment of each candidate's relative strengths and weaknesses for the position.
5. Develop interview questions/process for finalists in collaboration with the City.
 - a. Interview questions should be selected to highlight the capabilities that will define success for the position and enable objective evaluation of candidates across a variety of backgrounds and perspectives.
 - b. Provide list of finalist candidates, along with a brief profile, to the City.
 - c. Schedule interviews with the candidates and the City, and handle all logistics associated with the interview process.

- d. Advise the City on salary and benefit expectations of the leading candidates and conduct negotiations on behalf of the City to finalize employment.
- e. Inform all the Stakeholders of milestones in the process.
- f. Send letters of confirmation and regret.
- g. Maintain confidentiality of all information provided or maintained by the Firm in rendering services to the City.

C. Temporary Labor Services

The City is seeking contractor(s) to provide a pool of temporary workers who can fill various positions based on need. The selected contractor(s) shall:

1. Furnish temporary employment services as required by the City on an as-needed basis for a multitude of positions.
 - a. Be the employer of all temporary workers and be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer federal and state requirements for temporary personnel.
 - b. Provide evidence that all temporary employees have the professional qualifications and up to date certification/licenses required by applicable regulations or requested by the City.
2. Respond to a request for temporary labor within 24 hours.
 - a. For hard-to-fill positions, the City may simultaneously give all Contractors an opportunity to fill the position on a "first come" basis.
 - b. In the event that no Contractors are able to fulfill the request, the City shall solicit from other qualified sources.
3. Be responsible for all training and safety equipment expenses for its employees.
4. Ensure that all prospective temporary employees be able to speak, write, and read English at CEFR level B1 or higher depending on complexity of the required tasks.
 - a. Exceptions may be made for work assignments that do not require communication of complex ideas.
5. Provide a supervisor who shall be responsible for the overall coordination of work performed in accordance with City requirements and act as the point of contact with the City.
 - a. The supervisor shall be available during normal working hours of the City (8:00 AM to 5:00 PM, Eastern Time, Monday through Friday).
 - b. The supervisor shall be appropriately trained by the contractor and possess the necessary competency to check and ensure that services are being performed in accordance with the City's requirements.
6. Be capable of responding to a request for temporary labor within 24 hours.
 - a. For hard-to-fill positions, the City may simultaneously give all Contractors an opportunity to fill the position on a "first come" basis.
 - b. In the event that no Contractors are able to fulfill the request, the City shall solicit from other qualified sources.

D. Human Resource Consulting Services

The City is seeking contractor(s) to provide consulting services to help the City develop and implement new HR strategies with a focus on operational excellence, compliance, and building leadership capabilities. The selected contractor(s) shall:

1. Conduct an overall review of operational services including capacity, personnel skills and expertise, leadership capabilities, compliance and operational efficiencies, strategies, and plan to successfully meet operational and compliance objectives.
2. Work to collect information from previous and current consultants including identifying any audit deficiencies and methods to correct deficiencies.
3. Assess what resources (team) are needed to carry out the plan and create a realistic timeline. This may include IT or project management staff or contractor.
4. Deliver a comprehensive project plan to create a path forward for the city to implement.

E. Human Resource Learning Services

The City is seeking contractor(s) to develop and facilitate an upskill program for personnel. The selected contractor(s) shall:

1. Conduct a comprehensive assessment of the organization's learning and development needs. This may involve surveys, interviews, and data analysis to identify skill gaps, knowledge deficiencies, and areas for improvement.
2. Develop a strategic plan for learning and development initiatives. This includes defining the overall goals, target audience, learning objectives, and desired outcomes. Determine the appropriate training methods, formats, and delivery modes.
3. Provide facilitators and speakers to cover topics such as inclusion and diversity, leadership, coaching, and counseling skills for managers.
 - a. Participants should be taught techniques for handling difficult conversations or situations.
 - b. Facilitators shall be familiar with the City of Richmond and its history.
4. Conduct and provide training sessions and workshops to include handouts and other materials to supplement virtual or in person talks, workshops, or other activities. This may include classroom-based training, virtual training, webinars, or blended learning approaches. Ensure trainers are well-prepared, facilitate engaging learning experiences, and promote active participation and knowledge transfer.
5. Facilitate consulting and/or learning sessions with staff to promote awareness of different communication and working styles.
6. Collaborate with HR teams, managers, and subject matter experts to identify learning needs, gather input, and ensure alignment with organizational goals and strategies. Maintain effective communication channels with stakeholders and manage expectations.
7. Provide pre and post assessment surveys.

F. Mediation Services

The City is seeking contractor(s) to provide mediation services. The selected contractor(s) shall:

1. Provide experienced mediators and observe all mediation session parameters.
 - a. Communicate dates of any scheduled mediation conference(s).
 - b. Recuse themselves from any assignment in which they have a conflict of interest with any of the parties.
 - c. Inform all parties of the process and their roles in the mediation conference.
 - d. Ensure that mediation sessions are not recorded
 - e. Ensure that all notes taken during the mediation conference are collected and shredded.
 - f. Act in an unbiased manner and conduct a client-centered process.
 - g. Help the parties to identify the issues and help them to generate and assess options which might lead to agreement.
 - h. Ensure that all agreements are documented and contain language which specifies the confidentiality of the discussion and the fact that the agreement is legal and enforceable in court.
 - i. Close the case and have no further case-related contact nor for any other purpose with the parties after the mediation conference has occurred.
 - j. Submit case-closing forms along with complete files regarding mediation activities.

G. Executive Coaching Services

The City is seeking contractor(s) to develop and facilitate an executive coaching program. The selected contractor(s) shall:

1. Design and deliver executive coaching to the City or Richmond Executive leadership which shall cover the following topics and skills:
 - a. Building high performance teams and modeling behaviors that facilitate trust, engagement, and retention.
 - b. Decision-making and facilitating challenging discussions.
 - c. Navigation of the short- and long-term challenges of leading effectively in the City of Richmond.
 - d. Collective efficacy.
 - e. Critical thinking.
 - f. Equity and culturally responsive leadership.
2. Create unique development plans for each executive leader based on assessment of their skills and effectiveness in their current role.
3. Conduct team coaching and interventions when necessary to strengthen trust, relationships, and communication.
 - a. Coaching sessions may be face-to-face, offsite, or virtually via Teams or phone.
4. Provide activities to include simulations, problem-solving and decision-making scenarios, and hands-on tasks utilizing content and tools in a manner conducive to success.

5. Provide opportunities to explore additional leadership concepts, topics, and literature as situational and iterative events develop over the course of the coaching conversations.
6. Provide a monthly summary of all support and coaching activities as applicable.

H. Employee Mentoring and Coaching Services

The City is seeking contractor(s) to develop and facilitate an employee mentoring and coaching program. The selected contractor(s) shall:

1. Provide or develop a proven coaching framework, tools and course materials for instructor-led training.
2. Build high performance teams by helping the team to develop clear communication, trust and collaboration, diversity and inclusion, accountability and continuous learning and process improvement;
3. Define the coaching approach and methodology to be used. This could include a combination of one-on-one coaching sessions, assessments, feedback, goal setting, action planning, and progress monitoring.
4. Provide intervention and teambuilding sessions to facilitate trust engagement and other positive traits, identify and address team or individuals strengths and gaps.
5. Provide as-needed assessment services including enterprise, team or individual assessments in effectiveness, engagement, team, culture, and others as needed.
6. Establish guidelines regarding confidentiality and ethical considerations. Ensure that coaches adhere to professional standards and maintain strict confidentiality regarding the coaching conversations and information shared.
7. Set up a system to track and evaluate the progress of coaching engagements. This could involve regular check-ins, feedback sessions, assessments, and evaluations to measure the effectiveness of the coaching program.
8. Continuously review and improve the program based on feedback and results. Make necessary adjustments to enhance the effectiveness and impact of the program over time.
9. Provide a monthly summary of all support and coaching activities as applicable.

I. Executive Travel Services

The City is seeking contractor(s) to provide travel management services for the City of Richmond Executive Team. The selected contractor(s) shall:

1. Develop and implement procedures to ensure that all travel reservations are made in a way that minimizes cost to the City while prioritizing traveler safety and use of the most direct and practical routes.
2. Establish a Travel Management Service for complex business travel arrangements for the City of Richmond Executive Team suitable for domestic and international travel including the following services:
 - a. A viable Air Travel Mileage Program (corporate rewards program) which accumulates points to the City designated mileage card.

- b. Ticketing for domestic and international air and rail travel within 24 hours of a request from the City.
 - c. Advance seat assignment and advance boarding passes when available.
 - d. Reservations for lodging, as specified by the requestor, including the ability to prepay for international hotel and/or ground transportation as needed. If lodging is not specified, the location of the lodging arranged should be reasonably close to the required destination.
- 3. Maintain regular business hours between 8:00 AM to 5:30 PM, Eastern Standard Time, Monday to Friday.
- 4. Provide Emergency after-hours support.
 - a. All phone calls and emails should be answered within three (3) hours.
- 5. Ensure that reservations take advantage of any available government, corporate, travel agency discounts, and conference rates which result in the lowest price for the City.
- 6. Provide travel cost estimates and trip planning advice as well as cost saving opportunities such as bundling air and lodging.
- 7. Provide an electronic copy of the itineraries/tickets, including the information below, within twenty-four (24) hours after reservations are confirmed.
 - a. Carrier(s).
 - b. Flight, train, bus numbers with departure and arrival times for each segment of the trip.
 - c. Assigned seats.
 - d. Details about meals provided by the carrier.
 - e. Ground transportation options at designation.
 - f. Name, location, phone number, and rates of lodging.
 - g. Name, location, phone number, and rates of car rental agencies.
 - h. Toll free telephone number (domestic/international) of the Travel Service for traveler's use in case of an emergency
- 8. Notify the traveler of any cancellations or changes that may affect the itinerary.
 - a. Research and assist in identifying unfamiliar charges.
 - b. Arrange alternate travel bookings whenever a carrier defaults or cancels a scheduled departure.
 - c. Monitor relevant carriers for closings, cancellations, or delays.
- 9. Create and maintain traveler profiles including, but not limited to:
 - a. Personal information/contact details
 - b. Business Address
 - c. Employee identification number and email address
 - d. Emergency contact information
 - e. Passport details
 - f. Travel preferences and memberships
 - g. Dietary requirements
 - h. Payment information
 - i. Any items required by Transportation Security Administration (TSA)

- j. Other information that would be beneficial to City travelers
- 10. Ensure that the traveler and relevant stakeholders understand the following pre-travel requirements and information:
 - a. Any immunizations required or recommended based on the traveler's destination.
 - b. Entry requirements such as passports, visas, Letters of Invitation, or procedures to avoid or resolve issues that might prevent entry.
 - c. Travel alerts or warnings issued by the United States Government and/or designation area.
 - d. Travel restrictions due to sanctions.
 - e. Current Transportation Security Administration (TSA) restrictions.

J. Organizational Development Services

The City is seeking contractor(s) to develop and implement an organizational development plan to promote changes needed to optimize City government. The selected contractor(s) shall:

- 1. Provide a broad range of organizational development services for transformation and organizational change initiatives.
 - a. All services shall be performed by individuals with experience in consulting with government organizations to ensure that recommendations resulting from this effort align with unique requirements for working within the city government system.
- 2. Evaluate current organizational structure to determine opportunities for improving efficiency and effectiveness while building a collaborative culture.
- 3. Identify existing operational priorities, assess reporting relationships, staff authority, staffing levels, resource efficiency, resource deficiency, or redundancy.
- 4. Develop talent assessments, workflows, job design, and other related plans as needed.
- 5. Perform a SWOT type analysis of the City and identify current and future needs of the Agency departments.
- 6. Perform personality and workplace assessments such as Myer's Briggs.
- 7. Provide a list of cost saving measures to maintain or increase current levels of service and improve overall efficiency.
- 8. Collaborate with HR staff to develop documentation and present the new plan to leadership and other stakeholders.
- 9. Deliver a final written report to include recommendations for future actions and documentation of successes along with any tools or artifacts necessary for the City to continue efforts in the future.

K. Cultural Training

The City is seeking contractor(s) to provide nuanced and actionable cultural training for City employees. The selected contractor(s) shall:

1. Design customized Cultural training and education programs as needed by the City. This may include, but not be limited to, onsite, virtual, train-the-trainer, or classroom programs.
2. Provide trainees with a framework for addressing discrimination and inclusion issues at the personal, interpersonal, organizational, and cultural levels.
3. Explore how diverse backgrounds can shape people's attitudes and behaviors that impact their effectiveness.
4. Teach strategies that support the elimination of barriers to culturalism and inclusiveness and build trust and equity.
5. Develop strategies for creating an organization-wide environment that recognizes, understands, and appreciates cultural differences and influences organizational change.
6. Conduct a focused assessment and train a core group of internal and external partners to sustain the effort and serve as the technical resource team for the implementation of the plan.
7. Conduct train the trainer sessions.

L. Facilitator Services

The City is seeking contractor(s) to provide nuanced and actionable training for employees. The selected contractor(s) shall:

1. Lead group discussions, brainstorming sessions, and interactive activities to encourage collaboration, creativity, and problem-solving among participants.
2. Create a positive environment by fostering an inclusive and respectful atmosphere that promotes active participation, open communication, and the exchange of diverse perspectives.
3. Manage time and agenda to ensure that the event progress smoothing by adhering to the predetermined schedule and keeping participants focused on the agenda.
4. Skillfully mediate and handle any conflicts or disagreements that may arise during discussions, promoting a constructive dialogue and finding common ground.
5. Provide expertise, guidance, knowledge and best practices relevant to the event's them, offering insights and guiding participants towards achieving the desired outcomes.

M. Survey Services

The City is seeking contractor(s) to develop citywide community or employee related surveys and provide associated analytics and data retention services. The selected contractor(s) shall:

1. Develop a survey instrument that measure engagement, satisfaction, and interaction' levels of the City. The survey shall:
 - a. Collect robust demographic information as determined by the City.
 - b. Collect details of interest to Senior Leadership.
 - c. Contain core questions based on best practices and current industry standards used for employee engagement/organizational climate surveys.

- d. Be administered electronically.
 - e. Follow best practices of universal design and offer a user experience accessible to employees of all ages, ethnicities, abilities, backgrounds, and educational levels.
2. Attend a preliminary meeting (pre-survey) via Teams or conference call with Senior Leadership to help leaders discuss why the survey matters, review the questions, address any concerns, and stress the importance of encouraging participation from all employees include those at the field locations.
3. Consult with Senior Leadership to:
 - a. Customize the demographic fields of the survey.
 - b. Develop wording and order of main survey questions.
 - c. Establish the period of time that the survey will remain open.
4. Store the resulting data in a database or secure web-based application that is easily accessible by Senior Leadership.
5. Analyze the survey results using standard metrics and include comparisons to other similar organizations if the data is available.
6. Provide leadership with a comprehensive report summarizing survey results, analysis, and recommendations.
 - a. Present results in context of relevant information and comparative analysis.
 - b. Present results and recommended strategies for improvement to leadership via a webcast or conference call meeting as required.
 - c. Work with Senior Leadership to explain the organization of the data records and analysis/reporting of the data so that Senior Leadership will be able to conduct additional analysis.

N. Market Research and Branding Services

The City is seeking contractor(s) to develop citywide marketing and research projects with related surveys, provide associated analytics, and data analytic services. The selected contractor(s) shall:

1. Conduct market research and analysis to identify industry trends, customer preferences, and competitive landscape.
 - a. Gather primary and secondary data through surveys, interviews, focus groups, and data mining.
 - b. Analyze research findings and present actionable insights and recommendations.
 - c. Develop market segmentation and targeting strategies based on research outcomes.
2. Conduct consumer research studies to understand customer behavior, needs, and preferences.
 - a. Use qualitative and quantitative research methods to gather insights.
 - b. Create and administer surveys, interviews, or online panels to collect data.
 - c. Analyze data and present findings to inform marketing strategies and product development.

3. Conduct a thorough competitive analysis of key comparative data sets.
 - a. Identify their strengths, weaknesses, market positioning, and marketing strategies.
 - b. Provide recommendations on how to differentiate the organization's products or services from competitors.
4. Develop a comprehensive branding strategy based on market research and target audience analysis.
 - a. Create or refine the organization's brand identity, including brand name, logo, tagline, and visual elements.
 - b. Determine the organization's brand identity, including brand name, logo, tagline, and visual elements.
 - c. Determine the organization's unique value proposition and positioning in the market.
 - d. Develop brand guidelines to ensure consistent messaging and visual representation across all marketing channels.
5. Develop an integrated marketing strategy aligned with the organization's goals and objectives.
 - a. Identify target audience segments and create tailored marketing campaigns for each segment.
 - b. Recommend appropriate marketing channels and tactics, such as advertising, content marketing, social media, public relations, events, etc.
 - c. Provide guidance on budget allocation and ROI measurement for marketing initiatives.
6. Develop and execute digital marketing campaigns to increase brand awareness, generate leads, and drive customer engagement.
 - a. Create and optimize online advertising campaigns, including search engine marketing, display ads, social media ads, etc.
 - b. Implement search engine optimization (SEO) strategies to improve organic search visibility.
 - c. Manage social media accounts and engage with the audience through content creation and community management.
7. Measurement and Reporting: establish key performance indicators (KPIs) and metrics to measure the effectiveness of marketing initiatives.
 - a. Monitor and analyze marketing campaign performance, website analytics, social media metrics, and other relevant data.
 - b. Prepare regular reports and dashboards to provide insights on campaign performance and recommend optimizations.
8. Specify the expected deliverables from the marketing and research vendors, including reports, presentations, data sets, creative assets, and any other outputs deemed necessary for the project's success.
9. Provide an estimated timeline for the completion of each phase of the project or engagement. Include key milestones and deadlines.

3. CITY REQUIREMENTS

1. Personnel shall have all the necessary professional qualifications as verified by the City for the position. Provide all documents, information, and other sources as needed for such verification.
2. Temporary personnel shall be employed by the Contractor. The Contractor shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer federal and state requirements for temporary personnel.
3. The Contractor shall be responsible for all training expenses for its employees and staff.
4. The City reserves the right to order the removal of any contractor's employee from the City's premises for reason or cause as solely defined by the City.
5. When a contractor's employee is replaced, the replacement shall occur no later than removed employee's next scheduled shift. The replacement employee shall be qualified to meet the requirements of the position.
6. Causes for removal shall include, but not limited to: a) Wearing of inappropriate clothing as defined solely by the City b) Engaging in loud or boisterous behavior unbecoming a City employee c) Unauthorized use or misappropriation of City property d) Failure to meet acceptable standards of hygiene or demeanor e) Leaving the worksite before being properly relieved of duties f) Accessing an unauthorized area of the facility g) Failing to adhere to all Federal, state, and local safety codes, statutes, or regulations h) Discussing or releasing confidential or private information i) Failing to adhere to defined work schedule or meet deadlines.
7. Contractor shall furnish identification badges for all assigned employees upon City request. Access to City facilities will be directed and controlled by the City.
8. The City retains the right to search any temporary employee with probable cause.
9. The Contractor shall establish and implement methods of ensuring that any keys, ID badges, or other means of access to City facilities are not lost or misplaced and not released to unauthorized persons. The contractor shall not duplicate any keys, badges, etc. issued by the City for any purpose. The Contractor shall report the loss of keys, badges, etc. to the appropriate City personnel immediately. The contractor shall be fully responsible for the cost of replacement of keys, changing of locks, or re-coding of access to City facilities.
10. The Contractor shall provide all personal protective equipment, at its expense, for its employees in accordance with applicable regulations.
11. The Contractor shall establish a complete quality control program to assure the requirements of the contract are met.
 - a. A copy of the Contractor's quality control program shall be provided with the bid.
 - b. The quality control program shall include employee qualification verification procedures, employee retention, performance reviews with City representatives, and problem identification and resolution.

12. The Contractor shall comply with the City's Drug Free Workplace policy.
 - a. All costs associated with the policy, including drug screening, shall be the responsibility of the contractor.
 - b. The results of drug screening shall be made available to designated City staff upon request.
13. Overtime shall be computed on hours over forty (40) hours in a workweek and not as any hours over eight in a regular workday.
 - a. The workweek is defined as Monday through Sunday.
 - b. Daily work hours will be defined by the needs of the requesting Department. Assignments may range from one shift to several months.
 - c. The City shall not be held liable for the contractor's employee's wages in the event of City closure due to inclement weather or other acts of force majeure.
14. The City reserves the right to add or delete locations or positions as requirements change. All work is on an as-needed basis. The City does not guarantee any work under this contract.
15. All rate increases shall be submitted in writing:
 - a. The City retains the sole authority to approve rate increases. Rate increases must be approved in advance.
 - b. The City does not guarantee approval of rate increase.
 - c. The City reserves the right to require the agency to remove any of its employees that are incompetent, careless, insubordinate, or otherwise unfit as solely determined by the City.
 - d. The City reserves the right to amend, modify, and reissue assignments of personnel as requirements change.
 - e. All pricing shall be on a fixed hourly rate.
 - f. The City reserves the right to negotiate for additional services. Bidder shall state any minimum hours required per shift.
 - g. Drug screening and background checks shall be included in the proposed hourly rates.
16. The City will assign and identify to the Contractor, the persons who are authorized to request temporary personnel.
 - a. A telephone call from the City's authorized representative along with a Purchase Order shall constitute a job request for service under this contract.
 - b. The City will not pay any invoices without a written Purchase Order for each job request.
 - c. All hours worked must be signed off on a weekly basis by designated City personnel. The Contractor shall supply the City with copies of the time sheets upon submission of invoices to the City. The City shall not be liable for invoices that cannot be substantiated by the Contractor.
17. The Contractor shall not charge the City any placement fees or agency fees if a temporary employee submits an application for employment with the City and is selected for employment through a competitive selection process. The temporary employee shall give the Contractor a two-week notice prior to being employed.

4. **CONTRACT AWARD**

The City of Richmond reserves the right to make an award to one or more bidders. The award(s) will be made to the lowest responsive and responsible bidder(s), based on the Bid Total, and meeting the requirements of the solicitation. The City reserves the right to select all or a portion of the award.

5. **PRICING**

A. Temporary Labor

1. Bidders shall provide a list of positions that they have available and the prices of each position.
2. Price ranges for each position are acceptable.
3. Do NOT submit only markup rate percentages (cost plus). Bids with only markup rates will not be accepted.
4. The bidder shall include a conversion fee schedule if the City desires to hire a temporary employee.

6. **PREBID AND BID OPENING**

A. Prebid Meeting

1. The pre-bid meeting will be conducted through Teams Meeting.
2. Teams Meeting – (Pre-Bid Meeting) August 16, 2023, at 10:00 A.M.
 - a. Conference Call: (804) 316-9457, United States, Richmond, Virginia
 - b. Phone Conference ID: 181 991 983#

B. Bid Opening

1. The Bids will be announced through Teams Meeting
2. Teams Meeting – (Bid Opening) September 13, 2023, at 3 P.M.
 - a. Conference Call: (804) 316-9457, United States, Richmond, Virginia
 - b. Phone Conference ID: 424 066 648#

END OF SPECIFICATIONS

PART II

INSTRUCTIONS TO BIDDERS

1. **AUTHORIZED SIGNATURE**

All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent contract.

2. **AWARD**

Pursuant to City Code § 21-55(a), the City will make the award to the lowest responsive and responsible bidder. Whenever the City, in its sole discretion, deems it to be in the City's best interest to do so, the City reserves the right:

- A. To conduct any test it deems advisable.
- B. To make all evaluations necessary.
- C. To cancel this solicitation or to reject any or all bids, in whole or in part, as authorized by City Code § 21-72(a).
- D. To waive informalities as authorized by City Code § 21-72(b).
- E. To delete items prior to making the award.
- F. To negotiate an adjustment of the bid price with the lowest responsive and responsible bidder if and to the extent permitted by City Code § 21-55(b).
- G. To award to more than one bidder as authorized by City Code § 21-55(a).

Each bidder to whom a contract is to be awarded must register with the City prior to award through the City's Supplier Registration Portal (<http://www.richmondgov.com/Procurement/SupplierPortal.aspx>) and provide the banking information necessary to facilitate Automated Clearing House electronic payments. This registration is a condition of award.

3. **BIDDERS NOT DEBARRED**

By signing its bid in response to this Invitation for Bids, the bidder warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contract by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

4. **CONTRACTOR MISREPRESENTATION**

- A. If any bidder knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding any contract awarded under this solicitation to that bidder.

- B. Any bidder falsely representing past or proposed Minority Business Enterprise / Emerging Small Business participation may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract.

5. **DELIVERY AND TIME FOR HOLDING OF BID**

- A. General terms such as “stock,” “immediately,” and “as soon as possible,” if included as part of a bid, will not be deemed more favorable to the City than any required delivery terms and, in the absence of any required delivery terms, may result in the bidder being deemed nonresponsive.
- B. By signing its bid, the bidder offers and agrees, if the City accepts its bid within 90 calendar days from the date of the opening of bids, to furnish any and all items upon which prices are quoted at the same prices set opposite each item, delivered to the point specified in this Invitation for Bids, and at the time specified in the bid.

6. **DESCRIPTIVE LITERATURE**

The bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and its bid will be evaluated accordingly.

7. **DISQUALIFICATION DUE TO PARTICIPATION IN PREPARATION OF SOLICITATION.**

- A. 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. For purposes of this section 7 (“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. 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.
- D. If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person discussed the solicitation with a City representative other than the contract specialist responsible for the procurement.
- E. In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 7 ("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.

8. **ETHICS IN PUBLIC CONTRACTING; NO KICKBACKS OR CONFLICTS OF INTEREST**

- A. By signing this solicitation, the bidder certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The bidder certifies that its bid is made without collusion or fraud and that the bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid and that the bidder 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 bidder agrees that if such warranty is in any respect breached, the bidder will 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 the bidder's bid.
- B. By signing and submitting its bid in response to this Invitation for Bids, the bidder represents and warrants that it is in compliance with the provisions of section 2.3 ("Anti-Kickback Provision") of the General Terms and Conditions included with this Invitation for Bids and, further, that the bidder'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 bidder'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 Invitation for Bids and any resulting contract with the City.

9. **EXCEPTIONS**

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid

to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder's willingness to comply with all requirements of all parts of the Invitation for Bids.

10. **INCORPORATION OF POLICIES AND PROCEDURES**

This solicitation is subject to the provisions of the Chapter 21 of the Code of the City of Richmond, the Department of Procurement Services Policies and Procedures and any revisions thereof, all of which are hereby incorporated into this solicitation by reference. Copies of these documents may be viewed at the City's website (www.RichmondGov.com).

11. **LICENSES, PERMITS, AND FEES.**

All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

12. **MINORITY BUSINESS ENTERPRISE / EMERGING SMALL BUSINESS PARTICIPATION**

The City has a commitment to the development of its minority and emerging small business communities. The City therefore encourages the use of minority business enterprises and emerging small businesses on all City contracts to the fullest extent reasonably possible. For this particular solicitation, it has been determined that minority business enterprise and emerging small business participation of **10%** is reasonably possible given the availability of minority business enterprises and emerging small businesses for the scope of work covered by this solicitation. The City's Office of Minority Business Development is available at 646-3985 as a resource in identifying local MBEs and ESBs. Bidders' assistance in helping the City achieve its priorities is greatly appreciated.

13. **WITHDRAWAL OF BIDS**

13.1 **CONDITIONS FOR WITHDRAWAL**

13.1.1 **BEFORE DEADLINE FOR RECEIPT**

A bidder may withdraw the bidder's bid before the deadline fixed in this Invitation for Bids for the receipt of bids by submitting a written notice to the person identified on the cover sheet of the Invitation for Bids as the preparer of the Invitation for Bids. The written notice must be signed by the person who signed the bid, provided that another person may sign the written notice instead if a valid power of attorney authorizing such other person to sign on behalf of the person who signed the bid is attached to the written notice.

13.1.2 **AFTER DEADLINE FOR RECEIPT**

Pursuant to section 21-53(d) of the Code of the City of Richmond, a bidder may withdraw the bidder's bid after the deadline fixed in this Invitation for Bids for the receipt of bids only for the reasons set forth in subsections (a) and (b) of section 21-53 of the Code of the City of Richmond and the provisions of this section 13.

13.2 **PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE**

- A. Bids will be opened on the date and at the time fixed in the Invitation for Bids, as amended by any addendum. Bids are usually opened at the time of the deadline for the receipt of bids fixed in the Invitation for Bids, as amended by any addendum.

- B. The bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure and shall submit the bidder's original work papers, documents and materials used in the preparation of the bid with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in this section 13.2. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.
- C. The failure of a bidder to submit the bidder's original work papers, documents and materials used in the preparation of the bidder's bid at or prior to the time fixed for the opening of bids constitutes a waiver by the bidder of the bidder's right to withdraw the bidder's bid due to an error or mistake.
- D. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- E. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this section 13.2, the lowest remaining bid shall be deemed to be the low bid.
- F. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the City in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.
- G. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director's decision regarding the bidder's request to withdraw the bidder's bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of this section 13.2, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

13.3 **CONSEQUENCE IF BID NOT WITHDRAWN**

If the bidder does not withdraw the bidder's bid as provided in this section 13, or if the bidder is not permitted to withdraw the bidder's bid as described in section 13.2(G), the City shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder's bid or offer.

14. **NON-DISCRIMINATION**

The City does not discriminate against faith-based organizations. By signing its bid, the bidder, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

15. **ORAL EXPLANATIONS OR INTERPRETATIONS**

- A. All inquiries requesting clarification of this Invitation for Bids should be made in writing no later than ten business days prior to the closing date to the Contract Specialist identified on the cover page of this solicitation. If submitting an inquiry by facsimile transmission, the bidder should notify the Contract Specialist by telephone that the person is faxing the inquiry. All inquiries should clearly state the number of this Invitation for Bids. Because each bidder may have different needs for information, that bidder must make whatever inquiries it deems necessary in order to respond to the Invitation for Bids. Inquiries that the Contract Specialist determines to be pertinent to all solicited bidders will be answered by addenda to all solicited bidders.
- B. No oral explanation in regard to the meaning of this Invitation for Bids will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Invitation for Bids that is pertinent to all solicited bidders will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each bidder known to have received the Invitation for Bids. 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 bids.
- C. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Invitation for Bids documents. All persons receiving Invitation for Bids documents issued by the City will be provided copies of addenda. If a bidder fails to acknowledge any addendum that (i) has a material effect on the bid (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that bidder's bid incomplete, and the bid thus may be rejected as non-responsive. The bidder shall acknowledge receipt of all addenda as part of its bid and on the form provided for that purpose by the City. The bidder shall be solely responsible for verifying the existence of all addenda items.
- D. Any contact with any City representative concerning this Invitation for Bids other than that outlined in subsection (A) of this section is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.
- E. The Specifications and the General Terms and Conditions attached to this Invitation for Bids are hereby expressly made a part of and incorporated into this Invitation for Bids. The Specifications and the General Terms and Conditions shall be a part of any contract that results from this Invitation for Bids. This Invitation for Bids 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 Invitation for Bids.

16. **POSTING OF INTENT TO AWARD**

Following the selection and signing of a contract, the Purchasing Officer will notify those bidders whose bids are not selected of the name of the selected bidder. Bidders should note that it may take up to two months to award this contract.

17. **PUBLIC INSPECTION OF RECORDS.**

- A. All proceedings, records, contracts and other public records relating to the procurement transaction that this solicitation concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
- B. Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids, but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
- C. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the bidder (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.
- D. Budgets and price quotations are considered public information in bids submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” may render the bid non-responsive. Classifying aspects of the bid that are not trade secrets or proprietary may render the bid non-responsive.
- E. All bids submitted under this solicitation will become the property of the City and will not be returned.

18. **SAMPLES**

Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder’s expense.

19. **SEPARATE INVITATIONS**

Bid responses for separate bid invitations shall not be combined on the same form or placed in the same envelope. Such bids may not be considered.

20. **STATE CORPORATION COMMISSION FORM**

- A. 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. Each bidder 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 bid the identification number issued to it by the State Corporation Commission. Any bidder 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 bid a statement describing why the bidder is not required to be so authorized. Each bidder shall indicate the above information on the State Corporation Commission Form included with the Invitation for Bids.
- C. By signing its bid in response to this Invitation for Bids, the bidder represents and warrants that all information the bidder submits on its completed State Corporation Commission Form is true and complete at the time the bidder submits its bid and will remain true and complete throughout the duration of any contract between the City and the bidder that results from this Invitation for Bids. The bidder 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 bidder's statement describing why the bidder 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 bidder as demonstrating compliance.

21. **SUBMISSION OF BIDS**

- A. Unless otherwise specified in the solicitation, the below provisions apply. Packages containing bids should be sealed and marked in the lower left-hand corner with the invitation number and the date and hour of opening of bids. Failure to do so may cause bid not to be considered.
- B. Bids shall be submitted on the forms furnished. Erasures or other changes in the bid must be annotated and initialed by the individual signing the bid.
- C. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for on the bid sheet may be rejected by the City as being incomplete.
- D. Bids submitted in pencil may be cause for rejection.
- E. Should any additions or deductions or any changes in price or specifications be written or otherwise set forth on the outside of any sealed package purporting to contain a bid, such package shall be returned unopened to the bidder.
- F. The City is not responsible for the mishandling of any bid not properly identified on the outside of the package.
- G. The City is not responsible for bids delivered to places other than as indicated in the bid package.
- H. Late bids shall be deemed non-responsive and shall not be accepted.

22. **UNIT PRICING**

Unless lump sum price is specifically requested, unit and extended prices should be given. Failure to do so may cause the bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

23. **USE OF BRAND NAMES**

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the bidder proposes an equal of the brand or trade name referred to, the bidder must furnish full particulars. If no mention is made of any exceptions, it is assumed that the bidder is bidding on the article mentioned and not an approved equal, and the bidder will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

END OF INSTRUCTIONS TO BIDDERS

PART III
GENERAL TERMS AND CONDITIONS

1.0 Duration of Contract.

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

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

1.3 Renewal. The City may, at its sole option, renew this Contract for up to Two (2) Two (2)-year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

2.0 Contractor Responsibilities.

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

2.2 Advertising. The Contractor shall not use any indication of its services to the City for commercial or advertising purposes without the prior written consent of the Director of Procurement Services.

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

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

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

2.6 **Contractor Misrepresentation.**

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

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

2.7 **Drug-Free Workplace.**

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

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

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

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

“a. It shall be an unlawful employment practice for an employer:

- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

- (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin."

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

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

(a) During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

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

3.0 **Payment.**

3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Bid.

3.2 **Deliveries.** All deliveries shall be F.O.B. destination to the destination specified on the Bid Form. All bid prices are for F.O.B. destination and include only the actual freight rate costs at the lowest and best rate, based upon the actual weight of goods to be shipped. The required time for delivery will be as stated on the Bid Form unless the Contractor proposes a time for delivery that the City deems to be more favorable to the City than the required time for delivery stated on the Bid Form, in which case the Contractor's proposed time for delivery will govern. The required time for delivery is stated either as a fixed date by which the Contractor must make delivery or as a number of calendar days following the City's issuance of a purchase order within which the Contractor must make delivery.

3.3 **Terms.** The City's payment terms are Net 45 unless the bidder proposes payment terms that the City deems to be more favorable to the City than Net 45 by printing such payment terms in the space provided on the Bid Form. Time allowed for cash discounts will be computed from the date of the City's receipt of a proper invoice or the date of delivery to the City of the items invoiced, whichever is later.

3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

3.7 **Taxes.** All bids shall be submitted exclusive of direct Federal, State and Local Taxes. The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption and will furnish its tax exemption certificate upon request.

However, if the bidder believes that certain taxes are properly payable by the City, it may list such taxes separately in each case directly below the respective item bid price.

- 3.8 **Invoices.** 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@rva.gov

or

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

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.

- 3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a MBE or ESB subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such MBE or ESB subcontractor or vendor performed on the MBE-3 form available on the City's website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to MBE or ESB subcontractors or contractors.

- 3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the City's option, of any or all amounts due under this Contract through the Automated Clearing House network.

4.0 **Indemnification and Insurance.**

- 4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and

attorneys' fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

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

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

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

- (i) Subrogation against the City shall be waived.
- (ii) The City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation and Professional Liability.
- (iii) 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.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

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

4.2.3 **Evidence to Be Furnished.**

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

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured 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 City's Contract Number.

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

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

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

5.0 **Assignment, Delegation and Subcontracting.**

5.1 **By City.** The City may assign its rights or delegate its duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor’s business affairs without the prior written consent of the City.

6.0 **Remedies and Termination.**

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

6.2 **Termination with Cause.**

6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor’s failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the City’s intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

- 6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City's satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City's notice of termination with cause shall be deemed null and void.
- 6.2.3 **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.
- 6.3 **Termination without Cause.**
- 6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- 6.3.2 **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.
- 6.4 **Termination by Contractor.**
- 6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- 6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.
- 6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.
- 6.5 **Waiver.** The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.
- 7.0 **Dispute Resolution.**
- 7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia

or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

- 7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.
- 7.3 **Contractual Claims.**
- 7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Director of Procurement Services no later than 60 calendar days after final payment. (*See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).*)
- 7.3.2 **Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.
- 7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See City Code § 21-167(b); see also Va. Code § 2.2-4363(B).*)
- 7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See City Code § 21-167(c); see also Va. Code § 2.2-4363(D).*)
- 7.3.5 **Finality of Decision.** The decision of the Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-169. (*See City Code § 21-167(d); see also Va. Code § 2.2-4363(E).*)
- 7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 ("Contractual Claims") shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an

appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See City Code § 21-167(e).*)

- 7.4 **Alternative Dispute Resolution.** The Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See City Code § 21-170; see also Va. Code § 2.2-4366.*)
- 7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**
- 8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision for a period of not less than five years after the expiration or earlier termination of this Contract locally or in a manner deliverable at the Contractor's expense to a location in the metropolitan Richmond area.
- 8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
- 8.3 **Force Majeure.** If either party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Contractor and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the City regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the Contractor and the City in accordance with the City's Purchasing Policies and Procedures.

8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person’s authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

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

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

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

8.8 **Price Escalation/De-Escalation**

Price adjustments may be permitted for changes in the contractor’s cost of materials not to exceed the increase in the following index/indices Consumer Price Index – All Urban Consumers; Not Seasonally Adjusted; Area – U.S. City Average; Item – Commodities. Price increases will be authorized only once for 365 calendar days after the effective date of the contract. Price escalation may be permitted only once every 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor’s request for increase which will: (1) verify

that the requested price increase is general in scope and not applicable just to the City; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The Department of Procurement Services will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Department of Procurement Services.

END OF GENERAL TERMS AND CONDITIONS

PART IV
SPECIAL TERMS AND CONDITIONS

1.0 COOPERATIVE PROCUREMENT

- A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.
- B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent's response to the solicitation.
- C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.
- D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.
- E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.
- F. The Contractor shall furnish the City with semiannual reports identifying all other public bodies which used this Contract within the six months preceding the report, the quantities purchased from the Contractor by each, and the dollar amounts paid to the Contractor by each.



City of Richmond

OMBD

Office of Minority Business Development

1500 East Main Street, 5th Floor

Richmond, VA 23219

Office: (804) 646-5947

Fax: (804) 646-0136

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

The following required Minority Business Development forms are to be completed and returned with this IFB bid package:

- ☐ Minority Business Participation Commitment Form (MBE/ESB-1), non-prequalified project
- ☐ MBE/ESB Participation Form (MBE-2)

Please remember to completely fill out all the OMBD Forms.

Failure to do so will delay the processing of your bid application.

Office of Minority Business Development

1500 East Main Street, 5th Floor, Richmond, VA 23219 Phone: (804)646-5947 Fax: (804)646-0136



Minority Business Development

1500 East Main Street, 5th Floor

Richmond, VA 23219

Office: (804) 646-5947

Fax: (804) 646-0136

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

Minority Business Enterprise and Emerging Small Business Participation Commitment for Prequalification (RFQ) Form

PROJECT NAME / NO.		MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND →	
☐ YES I, _____ shall commit to _____% MBE/ESB participation through: <i>Authorized Company Officer</i> _____% FIRST, SECOND and/or THIRD TIER SUBCONTRACTING _____% SUPPLY PURCHASES _____% JOINT VENTURES _____% MENTOR-PROTÉGÉ _____% OTHER CREDIBLY VIABLE METHODS I understand that this commitment obligates my firm to a substantial good faith effort to achieve the proposed MBE/ESB participation. Our proposal may earn up to 100 prequalification points under PROPOSED GOOD FAITH MINORITY PARTICIPATION EFFORTS. We further commit to reporting MBE/ESB utilization on a monthly basis using the City's MBE/ESB-3 form.			
IF YOU ARE PREQUALIFIED: It is not necessary to include another MBE/ESB-1 RFQ form in the bid. The MBE/ESB-1 RFQ form submitted during the RFQ process stands as your firm's record of proposed MBE/ESB participation. IF YOU ARE THE SUCCESSFUL BIDDER: You must submit the MBE/ESB-2 form to report a credible list of legitimate MBE/ESB subcontractors, suppliers, and/or written statements of mentor/protégé or joint venture arrangement within five (5) business days to the Department of Procurement Services. Upon receipt of the MBE/ESB-2 form, the Office of Minority Business Development will approve "Good Faith Efforts" and/or verify MBE/ESB participation before full contract execution.			
☐ NO I, _____ do not wish to earn up to 30 prequalification points for proposed MBE/ESB participation. <i>Authorized Company Officer</i> I acknowledge that my declaration will forfeit the opportunity to earn up to 100 prequalification points, and shall directly impact the level of responsiveness of this application and shall become a matter of record. (<i>Explanation for declaration is encouraged but not required</i>).			
Definitions	MINORITY BUSINESS ENTERPRISE		EMERGING SMALL BUSINESS
	A business at least 51% of which is owned and controlled or 51% minority-owned and operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.		A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in a non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.			
COMPANY NAME		AUTHORIZED OFFICER NAME	

INSTRUCTIONS/ DEFINITIONS

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

Apprenticeship - An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or a business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
6. **MINORITY BUSINESS ENTERPRISE (MBE)** - A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, and American Indian.
7. **EMERGING SMALL BUSINESS (ESB)** - A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for a certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.



MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136

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

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME:		PROJECT NAME/CONTRACT No.		
	CONTACT NAME:	PHONE #	Fax#	Email:	
	BUSINESS LICENSE No.	BUSINESS LICENSING JURISDICTION:		FED ID NO/SSN	
PROPOSED PARTICIPATION CODES	A= First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method				ENTER CODES BELOW
OWNERSHIP CODES	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
Minority / Emerging Small Business Commitments	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street Anywhere, USA	54-XXXXXXX	Other Excavation	10%	2
	2				
	3				
	☐				
	*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:			TOTAL DOLLAR AMOUNT	
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND			TOTAL % OF CONTRACT		
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.					
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.					
SIGNATURE OF AUTHORIZED OFFICIAL:				DATE:	

INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)
2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.
3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.
5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation. [In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6 -1.0 through 6-5.10.](#)
6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.
7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. **MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.**
8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. **MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.**
9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. **MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.**

Apprenticeship – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.



CONTRACT No. <NUMBER>

**CITY OF RICHMOND
GOODS AND SERVICES CONTRACT**

This Contract, dated this _____ day of _____, 20____ (the “Commencement Date”) between the City of Richmond, Virginia (the “City”) and <CONTRACTOR NAME> (the “Contractor”), is binding among and between these parties as of the date of the City’s final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. <NUMBER>, as modified by <LIST ADDENDA WITH DATES SEPARATED BY COMMAS> (the “Request for Proposals”), for <SUBJECT MATTER OF REQUEST FOR PROPOSALS>.

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

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

All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

For the CITY:

By: _____
(signature in ink) Date

By: _____
Rene M. Almaraz Date
Director of Procurement Services

(typed name)

(typed title)

IF A CORPORATION, AFFIX CORPORATE SEAL



ADDENDUM NO. 1

DATE: August 14, 2023

SUBJECT: IFB #230007674. Human Resource Multi Services

RE: Questions and Answers

DUE DATE:

Questions (General)

1. Will more details be provided concerning the bid – additional information and requirements beyond the bid form?

Answer: Information will be provided only through questions and answers.

2. What is the current employee population for the City of Richmond government? 4000 +/- is the number I've been able to identify, but I want to confirm.

Answer: 4000

3. How many departments/divisions?

Answer: 40

4. What leadership levels exist in the City's org structure – supervisors, managers, directors?

Answer: Chief Administrative Officer, Deputy CAO, Directors, Deputy Directors, Managers,

5. What is the employee count at each level?

Answer: Not available at this time; Will be shared if contract awarded.

6. Will the solicited services augment services provided by Human Resources, or will this represent a new suite of services for employees?

Answer: Yes these contracts will assist Human Resources with current services and will assist in creating new services as needed.

Questions: Human Resources Learning Services

7. Does the City own or have existing programs (e.g., leadership development, coaching, and facilitation)? Or is the City looking to augment existing programs, build new programs, or both?

Answer: New services; the City does not have in house programs at the extent desired/

8. The scope of work applicable to Items 1-3 seems appropriate to assign an hourly rate. For Items 4-5, is the City open to daily/half-day rates (vs. hourly) for facilitating training sessions, including handouts and materials? OR is the expectation that the hourly rate would apply to time spent for prep and follow-up?

Answer: The only bid accepted for this solicitation will for hourly rates. Include any overhead that you feel should be included in this rate. Inclusion of additional rates may possibly deem your bid as non-responsive.

9. Are these services currently offered? If so, how are they currently delivered? And what is the targeted audience?
10. Answer: City employees for services and Department Hiring Managers for Temporary

Answer: Not as a contract but on an as needed basis;

Questions Executive Coaching Services

11. What leaders will participate in the Executive Coaching program? Levels?

Answer: The targeted audience as needed

12. Is the program expected to deliver 1:1 and group coaching?

Answer: Both as needed

13. Is the City open to considering coaching packages (e.g., \$ for # sessions), or is the coach's rate the sole focus at this stage?

Answer: Per Hour Rates Only

14. Are these services currently offered? If so, how are they currently delivered?

Answer: No

15. What targeted audiences are expected to receive these services?

Answer: City of Richmond Employee

Questions; Facilitator Services

16. The services in this category seem to combine coaching, assessments, and training sessions. These are very distinct services solicited in other service categories. Is this the intent? Is this correct?

Answer: Yes this is correct.

17. What assessments are currently used by the City?

Answer: Internal Only.

18. Are these services currently offered? If so, how are they currently delivered?

Answer: No

19. What targeted audiences are expected to receive these services?

Answer: All departments as needed.

Questions; Facilitator Services

20. Is the City open to daily/half-day rates (vs. hourly) for facilitating these sessions? OR is the expectation that the hourly rate would apply to time spent for prep and follow-up?

Answer: No, Hourly only.

21. Are these services currently offered? If so, how are they currently delivered?

Answer: No

22. What targeted audiences are expected to receive these services?

. Answer as needed by all departments

23. When is the Anticipated Start Date?

Answer: The contract will be executed once all reviews are complete. The contract is on an as needed basis.

24. Does this venture require Bonding?

Answer: No

25. Are bidders required to have an office in a certain radius?

Answer: No

26. What is the anticipated cost of this venture?

Answer: The City does not share budget information.

27. If this is not a new venture, what was the previous costs for these services?

Answer: This is a new method of procurement

28. How many temporary positions need to be filled?

Answer: This is a fluid number. This is an as needed contract.

29: How many temporary employees are needed to fill these roles?

Answer: This is a fluid number. This is an as needed contract. Are there specific certifications or state registrations required to bid on this venture?

30 Are vendors able to acquire state certifications directly following being awarded this contract?

Answer: There is no Commonwealth Certification awarded based on a contract award.

31. What is the anticipated award date for this contract?

Answer: A date cannot be determined at this point.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Company

BY: _____

PRINT

Signature

Title

Date



ADDENDUM NO. 2

DATE: August 18, 2023

SUBJECT: IFB #230007674 Human Resource Multi Services

RE: Modification(s)

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following:

1. **A second (2nd) Pre-Bid Meeting will be conducted through Teams Meeting:**
 - a) Date: Thursday, September 14, 2023
 - b) Time: 1:30 PM
 - c) Conference Call: (804) 316-9457, United States, Richmond, Virginia
 - d) Phone Conference ID: 175 899 734#
2. **The Bid Due Date is as follows:**
 - a) Date: Wednesday, October 18, 2023
 - b) Time: 11:00 AM
3. **The Bid Opening is as follows:**
 - a) Date: Wednesday, October 18, 2023
 - b) Time: 3:00 PM

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Company

BY: _____

PRINT

Signature

Title

Date



ADDENDUM NO. 3

DATE: August 24, 2023

SUBJECT: **IFB #230007674 Human Resources Multi Services**

RE: Questions and Answers

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following Questions and Answers

Question 1: Is this a re-compete RFP? If yes,

Answer: No this is a new solicitation.

Question 2: Could you please share the name of Current Suppliers (who are currently providing services to Agency)?

Answer: There are no current contracts that are tied to this type of solicitation.

Question 3: Could you please share current Supplier's pricing and Proposals?

Answer: There is no pricing and proposals that tie to this type of solicitation.

Question 4: When was the existing contract was started, and what is the annual monetary spent value of the current contract since inception?

Answer: There is no current contract that is tied to this type of solicitation.

Question 5: How many resources are currently engaged in the current contract?

Answer: There is no current contract that is tied to this type of Solicitation.

Question 6: Can you please share the no. of positions served in previous years under this contract?

Answer: There is no current contract that is tied to this type of solicitation.

Question 7: Can you please share the amount of business each vendor did under this contract in previous years?

Answer: There is no current contract that is tied to his type of solicitation.

Question 8: Is there any local preference for this contract?

Answer: The City of Richmond does not award contracts based on preferences

Question 9: What will be the estimated annual budget for this project?

Answer: We do not share budget information prior to a solicitation.

Question 10: Would you be accepting references from public as well as commercial entities?

Answer: Yes

Question 11: Is sub-contracting required for this contract?

Answer: Yes to meet the MBE goal presented in the IFB document.

Question 12: How many vendors agency is planning to select?

Answer: This cannot be determined until review of all bids.

Question 13: We are NMSDC – MBE certified vendor so can we self-perform as MBE for the 10% goal specified in the RFP?

Answer: The principal contract cannot self-perform. And this is an IFB.

Question 14: Could you please share the Response Format and any specific submission guidelines?

Answer: Please follow the directions in the IFB document. There is no variation.

Question 15: Except Signature Sheet, State Corporation Commission Form, Bid Form, MBE/ESB Participation forms, what do we need to submit along with our submission to be responsive?

Answer: All requirements are stated in the IFB document.

Question 16: Do subcontracting (MBE/ESB) for 10% is mandatory? In case, if this is not possible, will it affect the vendor selection during the evaluation of the responses?

Answer: This is not mandatory and can affect the contractor selection.

Question 17: How is the City expecting the pricing for each service from vendors?

Answer: Submitted on the price worksheet only.

Question 18: What would be the Evaluation Criteria for this IFB?

Answer: IFBs do not have formal Evaluation Criteria as does an RFP. The Lowest price from responsive and responsible contractors.

Question 19: Is there flexibility on the 24-hour turnaround for responding to temporary labor requests?

Answer: There is not, the requirements of the IFB are not negotiable.

Question 20: Current payment terms are net 45 days. Would the City allow for net 30 day payment terms?

Answer: The terms are non-negotiable. All agreements must match the IFB.

Question 21: Are we required to be registered with the City of Richmond prior to bidding?

Answer: No

Question 22: We are a SWAM certified business and wanting to be a prime contractor, are we required to get subcontractors to meet the MBE requirements?

Answer: Yes, Principal Contractors are expected to submit subcontractors to fulfill The MBE goal.

Question 23: Travel expenses reimbursement for potential new hires.

Answer: Travel Expenses for new hires is not required in the bid price; these can be handled by the City separately upon employment. Other expenses for travel for interviews etc.; should be included in your bid price for the hiring process.

Question 24: For the Minority Business Participation Commitment Form, my company is 100% owned by a MBE and the facilitator services we will bid on will be provided by us (100% MBE).

Answer: That is not allowed. If you are bidding on the IFB; you are the principal supplier; this program is for subcontractors. You are welcome to register as a subcontractor on the OMBD website.

Question: 24A: What should we indicate under?

% FIRST, SECOND and/or THIRD TIER SUBCONTRACTING

% SUPPLY PURCHASES% JOINT VENTURES % MENTOR-PROTÉGÉ%

OTHER CREDIBLY VIABLE METHODS

Answer: This depends on what the MBE firm is that you are subcontracting. What do they do for your company; also all third party MBE vendors must be registered with the City of Richmond's OMBD.

Question 25: Need clarification on whether I should submit the entire IFB or just the furnished forms when responding to your solicitation. The IFB is quite lengthy, and I am not sure if I need to include all of it in my proposal. I submitted via mail only the furnished forms last week.

Answer: Please note that the City of Richmond does not accept email responses to the IFB. Please see the directions in the IFB. Required documents are enough to respond to the IFB.

Question 26: Does the City recognize LGBTBE's as minority enterprises? (This was asked and answered on the call).

Answer: As indicated on the call all verbal responses are not official. The OMBD office States at this time that LGBTBE firms are currently not considered MBE subcontractors. However, a LGBTBE firm can register with the City of Richmond as an emerging small business Please note that if your company is the primary bidder that the MBE goal cannot be filled by your firms this is for subcontractors only registered with the city.

Question 27: Under Pricing; Temporary Labor – Bidders shall provide a list of positions that they have available and the prices of each position – We place candidates every day in hundreds of different job titles/labor categories. Without knowing what the City (or other agencies) are typically looking for, it can be very challenging to just give job titles and hourly rates. We staff in a multitude of different industries (HR, Admin, A&F, IT, Marketing), how would you suggest we highlight this and answer the pricing question for Temporary Labor?

Answer: Answer will be forthcoming in an additional Addendum.

Question 28: (page 9) C. 5. Provide a supervisor who shall be responsible for the overall coordination of work performed in accordance with the City requirements and act as the point of contact with the City. (a) The supervisor shall be available during normal working hours of the City (b) The supervisor shall be appropriately trained by the contractor and possess the necessary competency to check and ensure that services are being performed in accordance with the City's requirements. Is this suggesting that we will have an internal staff member of our company working onsite at the City to oversee our temporary workers?

Answer: No you are not required to have a Supervisor on site at all times; but a designated trained/experienced supervisor that the City Agency is aware of and that can be contacted easily is required.

Question 28: Be responsible for all training and safety equipment expenses for its employees – What is the typical type of equipment that would be required to meet this?

Answer: The equipment that your firm requires your employees to use.

Question 29: Is the City looking to award as an LPTA contract (Lowest Price Technically acceptable.

Answer: The City of Richmond will award this contract based on the lowest priced bid from a bidder or bidders that are deemed responsive and responsible.

Question 30: We did not see any details on what we should include in our response. Are you looking for any detailed approaches, company background, references, qualifications, etc.? Or is it simply completing the forms?

Answer: This is an IFB there are no responses. The IFB lays out what is required there is nothing beyond that. Complete all paperwork and the bid and submit.

Question 31: What is the intent of how contracts will be released and awarded, assuming there are multiple approved contractors underneath the umbrella contract? Will there be a fixed matrix for firms and their assigned capabilities? Will it be more informal? Will firms be specifically contacted or will it be open for firms to then compete for a specific piece of work?

Answer: All firms that bid are committing to supplying the services requested in the IFB and that they meet all qualifications stated when submitting a bid price. There is a possibility of multiple contracts and single contracts depending on the bid. Also an evaluation to deem that each of the bidders submitted an acceptable low bid, are responsive, and are responsible. All contracts will be based on and as needed basis.

Question 32: Is the list of companies who participated on the pre-proposal call available.

Answer: No however there is another pre-bid meeting scheduled.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Company

BY:

PRINT

Signature

Title

Date



ADDENDUM NO. 4

DATE: August 30, 2023
SUBJECT: **IFB #230007674 Human Resource Multi Services**
RE: Modification(s)
DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following:

- 1. Revised Bid Form attached.**
- 2. Reference additional Bid Form attached for Temporary Related Services (only) entitled 'HR Related Services Temp Rate Sheet'.**

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Company

BY: _____
PRINT

Signature

Title Date

BID FORM

Instructions: This is a Multi-Services Invitation for Bid for Human Resources. Bidders are not required to bid on all services and should only bid on the services desired to be provided. Select by marking an "X" next to each of the 'Services Description' that Bidder desires to provide, then populate the corresponding 'Hourly Bid Rate' for those services as selected.

	<u>Services Description</u>	<u>Select by Marking an "X"</u>	<u>Provider Hourly Bid Rate</u>
A.	Non-Executive Recruitment Services		\$
B.	Executive Recruitment Services		\$
C.	Temporary Labor Services		Input Bid Rates on 'HR Related Services Temp Rate Sheet'
D.	Human Resource Consulting Services		\$
E.	Human Resource Learning Services		\$
F.	Mediation Services		\$
G.	Executive Coaching Services		\$
H.	Employee Mentoring and Coaching Services		\$
I.	Executive Travel Services		\$
J.	Organizational Development Services		\$
K.	Cultural Training		\$
L.	Facilitator Services		\$
M.	Survey Services		\$
N.	Market Research and Branding Services		\$

In submitting this bid, it is understood that the City of Richmond, Virginia, reserves the right to reject any and all bids or to award in whole or in part as determined to be in the best interest of the City. It is agreed that this Bid may not be withdrawn for a period of 60 days from the opening thereof.

Respectfully Submitted:

By: _____

(Name and Title of Individual Executing the Bid)

Authorized Signature: _____

Name of Bidder: _____

(Name of Individual, Firm, or Corporation making bid)

**The successfully awarded bidder will be required to be registered with the City of Richmond & eVA. This requires a completion and submission of the City's Vendor Bidder Application Form. This form will be provided to the winning bidder at which time the Intent to Award is announced. **

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Air Conditioning, Refrigeration & Heating Mechanic				
Construction/ Facility Management/ Technical Service	Automotive Mechanic I				
Construction/ Facility Management/ Technical Service	Automotive Mechanic II				
Construction/ Facility Management/ Technical Service	Boiler Operator I				
Construction/ Facility Management/ Technical Service	Boiler Operator II				
Construction/ Facility Management/ Technical Service	Boiler Operator Senior I				
Construction/ Facility Management/ Technical Service	Boiler Operator Senior II				
Construction/ Facility Management/ Technical Service	Carpenter				
Construction/ Facility Management/ Technical Service	Carpenter Assistant				
Construction/ Facility Management/ Technical Service	Carpenter Senior				
Construction/ Facility Management/ Technical Service	Construction Helper				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Crew Leader (Custodian)				
Construction/ Facility Management/ Technical Service	Custodian				
Construction/ Facility Management/ Technical Service	Electrician				
Construction/ Facility Management/ Technical Service	Electrician				
Construction/ Facility Management/ Technical Service	Electrician Assistant				
Construction/ Facility Management/ Technical Service	Electrician Senior				
Construction/ Facility Management/ Technical Service	Electrician Supervisor Senior				
Construction/ Facility Management/ Technical Service	Electronic Equipment Install & Repair Technician				
Construction/ Facility Management/ Technical Service	Electronic Equipment Install & Repair Supervisor				
Construction/ Facility Management/ Technical Service	Electronic Technician				
Construction/ Facility Management/ Technical Service	Electronic Technician Senior				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Engineer Specification Writer				
Construction/ Facility Management/ Technical Service	Environmental Technician Senior				
Construction/ Facility Management/ Technical Service	Equipment Operator II				
Construction/ Facility Management/ Technical Service	Equipment Operator III				
Construction/ Facility Management/ Technical Service	Equipment Repair Supervisor				
Construction/ Facility Management/ Technical Service	Equipment Repair Technician				
Construction/ Facility Management/ Technical Service	Equipment Repair Technician Senior				
Construction/ Facility Management/ Technical Service	Field Service Technician				
Construction/ Facility Management/ Technical Service	Food Operations Assistant				
Construction/ Facility Management/ Technical Service	Food Operations Manager Assistant				
Construction/ Facility Management/ Technical Service	Food Production Worker				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Grounds Worker Lead				
Construction/ Facility Management/ Technical Service	Grounds Worker Senior				
Construction/ Facility Management/ Technical Service	Groundskeeper / Landscaper Senior				
Construction/ Facility Management/ Technical Service	Groundskeeper/Landscap er				
Construction/ Facility Management/ Technical Service	Heavy Industrial Materials Handler (Warehouseman)				
Construction/ Facility Management/ Technical Service	Heavy Industrial Materials Handler, Freezer (Warehouseman)				
Construction/ Facility Management/ Technical Service	Heavy Industrial Worker (General Laborer)				
Construction/ Facility Management/ Technical Service	Housekeeping Supervisor				
Construction/ Facility Management/ Technical Service	Housekeeping Supervisor Senior				
Construction/ Facility Management/ Technical Service	Housekeeping Worker				
Construction/ Facility Management/ Technical Service	Housekeeping Worker Senior				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	HVAC Installation & Repair Assistant				
Construction/ Facility Management/ Technical Service	HVAC Installation & Repair Assistant Senior				
Construction/ Facility Management/ Technical Service	Hydraulic Cement Concrete Aggregate Technician				
Construction/ Facility Management/ Technical Service	Hydraulic Cement Concrete Field Technician				
Construction/ Facility Management/ Technical Service	Hydraulic Cement Concrete Strenght Technician				
Construction/ Facility Management/ Technical Service	Inventory Worker Light				
Construction/ Facility Management/ Technical Service	Laboratory Mechanic				
Construction/ Facility Management/ Technical Service	Laboratory Mechanic Senior				
Construction/ Facility Management/ Technical Service	Laboratory Technician				
Construction/ Facility Management/ Technical Service	Laboratory Technician Senior				
Construction/ Facility Management/ Technical Service	Liqht Industrial Worker (General Laborer)				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Locksmith				
Construction/ Facility Management/ Technical Service	Maintenance Field Worker				
Construction/ Facility Management/ Technical Service	Maintenance Workers I				
Construction/ Facility Management/ Technical Service	Mason Plasterer				
Construction/ Facility Management/ Technical Service	Mason Plasterer Assistant				
Construction/ Facility Management/ Technical Service	Mechanic				
Construction/ Facility Management/ Technical Service	Packer				
Construction/ Facility Management/ Technical Service	Painter				
Construction/ Facility Management/ Technical Service	Plumber				
Construction/ Facility Management/ Technical Service	Plumber / Steamfitter				
Construction/ Facility Management/ Technical Service	Plumber / Steamfitter Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Project Technician				
Construction/ Facility Management/ Technical Service	Refuse Collectors				
Construction/ Facility Management/ Technical Service	Residential Plan Reviewer				
Construction/ Facility Management/ Technical Service	Right of Way Technician				
Construction/ Facility Management/ Technical Service	Right of Way Technician Supervisor				
Construction/ Facility Management/ Technical Service	Safety Engineer				
Construction/ Facility Management/ Technical Service	Safety Engineer Senior				
Construction/ Facility Management/ Technical Service	Scientist I				
Construction/ Facility Management/ Technical Service	Scientist II				
Construction/ Facility Management/ Technical Service	Scientist III				
Construction/ Facility Management/ Technical Service	Second Cook				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Second Cook Senior				
Construction/ Facility Management/ Technical Service	Server				
Construction/ Facility Management/ Technical Service	Skilled Laborer				
Construction/ Facility Management/ Technical Service	Soils & Aaareoate Field Technical				
Construction/ Facility Management/ Technical Service	Soils Aaaregate Technician				
Construction/ Facility Management/ Technical Service	Title Examiner				
Construction/ Facility Management/ Technical Service	Trades Mechanic I				
Construction/ Facility Management/ Technical Service	Traffic Controller				
Construction/ Facility Management/ Technical Service	Traffic Controller Senior				
Construction/ Facility Management/ Technical Service	Traffic Engineer - without liability				
Construction/ Facility Management/ Technical Service	Traffic Engineer, PE- with liability				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Transportation Data Analyst				
Construction/ Facility Management/ Technical Service	Transportation Data Analyst Senior				
Construction/ Facility Management/ Technical Service	Transportation Data Analyst Supervisor				
Construction/ Facility Management/ Technical Service	Transportation Data Technician				
Construction/ Facility Management/ Technical Service	Transportation District Utilities Specialist				
Construction/ Facility Management/ Technical Service	Transportation Engineering Technician - Survey Senior				
Construction/ Facility Management/ Technical Service	Transportation Engineering Technician - Survey				
Construction/ Facility Management/ Technical Service	Transportation Engineering Technician - Survey Supervisor				
Construction/ Facility Management/ Technical Service	Transportation Materials Technician				
Construction/ Facility Management/ Technical Service	Transportation Materials Technician Senior				
Construction/ Facility Management/ Technical Service	Transportation Materials Technician Specialist				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Transportation Materials Technician Supervisor				
Construction/ Facility Management/ Technical Service	Transportation Planning Specialist				
Construction/ Facility Management/ Technical Service	Transportation Planning Specialist Senior				
Construction/ Facility Management/ Technical Service	Transportation Technical Program Coordinator				
Construction/ Facility Management/ Technical Service	Transportation Technical Support Coordinator				
Construction/ Facility Management/ Technical Service	Warehouse Specialist I				
Construction/ Facility Management/ Technical Service	Warehouse Specialist II				
Construction/ Facility Management/ Technical Service	Warehouse Specialist III				
Construction/ Facility Management/ Technical Service	Warehouse Worker I				
Construction/ Facility Management/ Technical Service	Warehouse Worker II				
Construction/ Facility Management/ Technical Service	Welder				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Accountant				
General Office/ Administration/ Financial	Accountant I				
General Office/ Administration/ Financial	Accountant II				
General Office/ Administration/ Financial	Accounting Clerk I				
General Office/ Administration/ Financial	Accounting Clerk II				
General Office/ Administration/ Financial	Accounting Specialist				
General Office/ Administration/ Financial	Accounting Technician				
General Office/ Administration/ Financial	Administrative Assistant I				
General Office/ Administration/ Financial	Administrative Assistant II				
General Office/ Administration/ Financial	Administrative Assistant III				
General Office/ Administration/ Financial	Administrative Assistant IV				
General Office/ Administration/ Financial	Administrative Assistant V				
General Office/ Administration/ Financial	Administrative Clerk				
General Office/ Administration/ Financial	Administrative Secretary				
General Office/ Administration/ Financial	Administrative Staff Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Administrative Staff Specialist				
General Office/ Administration/ Financial	Administrative Staff Specialist Senior				
General Office/ Administration/ Financial	Agency Management Analyst Senior				
General Office/ Administration/ Financial	Agency Management Analyst				
General Office/ Administration/ Financial	Agency Management Analyst lead				
General Office/ Administration/ Financial	Auditor				
General Office/ Administration/ Financial	Auditor II				
General Office/ Administration/ Financial	Auditor III				
General Office/ Administration/ Financial	Behavior Aide				
General Office/ Administration/ Financial	Benefits Program Specialist				
General Office/ Administration/ Financial	Call Center Representative				
General Office/ Administration/ Financial	Cashier I				
General Office/ Administration/ Financial	Cashier II				
General Office/ Administration/ Financial	Class Title Account Invest				
General Office/ Administration/ Financial	Clerical Aide (No typing)				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Clerical Assistant I				
General Office/ Administration/ Financial	Clerical Assistant II				
General Office/ Administration/ Financial	Clerical Assistant III				
General Office/ Administration/ Financial	Clerk (Light typing)				
General Office/ Administration/ Financial	Contract Specialist				
General Office/ Administration/ Financial	Court Service FAPT Rep I				
General Office/ Administration/ Financial	Court Service FAPT Rep II				
General Office/ Administration/ Financial	Court Service FAPT Rep III				
General Office/ Administration/ Financial	Customer Service Representative				
General Office/ Administration/ Financial	Customer Service Representative II				
General Office/ Administration/ Financial	Data Entry Operator				
General Office/ Administration/ Financial	Data Entry Operator Senior				
General Office/ Administration/ Financial	Education Coordinator I				
General Office/ Administration/ Financial	Education Coordinator II				
General Office/ Administration/ Financial	Education Support Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Education Support Specialist I				
General Office/ Administration/ Financial	Education Support Specialist II				
General Office/ Administration/ Financial	Executive Administrative Assistant				
General Office/ Administration/ Financial	Executive Secretary				
General Office/ Administration/ Financial	Executive Secretary Senior				
General Office/ Administration/ Financial	File Clerk				
General Office/ Administration/ Financial	Financial Services Specialist I				
General Office/ Administration/ Financial	Financial Services Specialist II				
General Office/ Administration/ Financial	Financial Services Specialist III				
General Office/ Administration/ Financial	General Clerk I				
General Office/ Administration/ Financial	General Clerk II				
General Office/ Administration/ Financial	General Clerk III				
General Office/ Administration/ Financial	General Office Clerk				
General Office/ Administration/ Financial	General Office Worker				
General Office/ Administration/ Financial	Hearing and Legal Services Officer I				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Human Resource Classification / Compensation Analyst				
General Office/ Administration/ Financial	Human Resource Classification / Compensation Consultant				
General Office/ Administration/ Financial	Human Resource Classification/ Compensation Analyst Senior				
General Office/ Administration/ Financial	Human Resource EEO Program Analyst				
General Office/ Administration/ Financial	Human Resource EEO Program Specialist				
General Office/ Administration/ Financial	Human Resource Employee Relations Analyst				
General Office/ Administration/ Financial	Human Resource Analyst I				
General Office/ Administration/ Financial	Human Resource Analyst II				
General Office/ Administration/ Financial	Human Resource Analyst III				
General Office/ Administration/ Financial	Human Services Social Worker				
General Office/ Administration/ Financial	Interpreter				
General Office/ Administration/ Financial	Lead Clerk				
General Office/ Administration/ Financial	Junior Service Rep				
General Office/ Administration/ Financial	Legal Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Legal Assistant Senior				
General Office/ Administration/ Financial	Library Assistant/ Specialist I				
General Office/ Administration/ Financial	Library Assistant/ Specialist II				
General Office/ Administration/ Financial	Library Assistant/ Specialist III				
General Office/ Administration/ Financial	Office Manager				
General Office/ Administration/ Financial	Office Services Aide				
General Office/ Administration/ Financial	Office Services Assistant				
General Office/ Administration/ Financial	Office Services Specialist				
General Office/ Administration/ Financial	Office Services Supervisor				
General Office/ Administration/ Financial	Office Services Supervisor Senior				
General Office/ Administration/ Financial	Office Specialist I				
General Office/ Administration/ Financial	Office Specialist II				
General Office/ Administration/ Financial	Office Specialist III				
General Office/ Administration/ Financial	Office Support Specialist I				
General Office/ Administration/ Financial	Office Support Specialist II				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Paralegal (Litigation)				
General Office/ Administration/ Financial	Paralegal (Litigation/ Bankruptcy)				
General Office/ Administration/ Financial	Paralegal (Real Estate/ Tax Delinquent)				
General Office/ Administration/ Financial	Payroll Assistant				
General Office/ Administration/ Financial	Personal Assistant				
General Office/ Administration/ Financial	Personal Assistant Senior				
General Office/ Administration/ Financial	Photocopy Supervisor				
General Office/ Administration/ Financial	Photocopy Technician				
General Office/ Administration/ Financial	Photo-Typesetting Specialist				
General Office/ Administration/ Financial	Photo-Typesetting Supervisor				
General Office/ Administration/ Financial	Policy and Planning Specialist II				
General Office/ Administration/ Financial	Policy and Planning Specialist III				
General Office/ Administration/ Financial	Policy and Planning Specialist IV				
General Office/ Administration/ Financial	Postal Aide				
General Office/ Administration/ Financial	Postal Aide Senior				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Postal Assistant				
General Office/ Administration/ Financial	Procurement Officer I				
General Office/ Administration/ Financial	Procurement Officer II				
General Office/ Administration/ Financial	Procurement Officer III				
General Office/ Administration/ Financial	Program Administration				
General Office/ Administration/ Financial	Specialist I				
General Office/ Administration/ Financial	Program Administration				
General Office/ Administration/ Financial	Specialist II				
General Office/ Administration/ Financial	Program Administration				
General Office/ Administration/ Financial	Specialist III				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist I				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist II				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist III				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist III (Interpreter)				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist IV				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Public Relations and Marketing Specialist IV (Interpreter)				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist V				
General Office/ Administration/ Financial	Public Relations Coordinator				
General Office/ Administration/ Financial	Public Relations Specialist				
General Office/ Administration/ Financial	Public Relations Specialist Assistant				
General Office/ Administration/ Financial	Receptionist				
General Office/ Administration/ Financial	Receptionist Senior				
General Office/ Administration/ Financial	Secretary				
General Office/ Administration/ Financial	Secretary Senior				
General Office/ Administration/ Financial	Senior Legal Secretary				
General Office/ Administration/ Financial	Tax Administrator				
General Office/ Administration/ Financial	Tax Processor				
General Office/ Administration/ Financial	Telephone Representative				
General Office/ Administration/ Financial	Teller				
General Office/ Administration/ Financial	Translator				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Transportation Contract Administrator				
General Office/ Administration/ Financial	Transportation Contract Administrator Senior				
General Office/ Administration/ Financial	Word Processor				
Technology	Computer Operations Tech I				
Technology	Computer Operations Tech II				
Technology	Electronics Technician I				
Technology	Electronics Technician II				
Technology	Electronics Technician III				
Technology	Information Technology Specialist I				
Technology	Information Technology Specialist II				
Technology	Information Technology Specialist III				
Technology	Information Technology Specialist IV				



ADDENDUM NO. 5

DATE: September 22, 2023

SUBJECT: IFB #230007674 Human Resources Multi Services

RE: Questions and Answers

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following Questions and Answers

Question 1: (Vendor) intends to submit a paper bid via mail next week. Can you please clarify how many copies of our RFP response should be included when we submit by mail??

Answer: Please note that this is an IFB. One copy of your bid is all that is needed.

Question 2: The MBE/ESB Participation Form (MBE-2) calls for including a dollar amount. Since this is a bid and work companies are engaged on an as-needed basis, what should primes list for the dollar amount? Isn't the Procurement Office determining the contract amount??

Answer: The percentage of your bid.

Question 3: Could you please share current Supplier's pricing and Proposals?

Answer: There is no pricing and proposals that tie to this type of solicitation.

Question 4: PART I, SPECIFICATIONS, #3, CITY REQUIREMENTS states, "The Contractor shall establish a complete quality control program to assure the requirements of the contract are met. a. A copy of the Contractor's quality control program shall be provided with the bid ..." Is this applicable to this bid process? (Page 18)?

Answer: If the information is asked for within the IFB, yes, it is a part of the bid process.

Question 5: PART II, INSTRUCTIONS TO BIDDERS, #6 DESCRIPTIVE LITERATURE states, “The bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish ...” Is this applicable to this bid process? (Page 22)?

Answer: Only if you are using other supplies etc., that contradict what is asked for. If there are no supplies etc., indicated this does not apply. This is boiler plate language.

Question 6: Will the City accept Zoom and/or Teams participation from contractors as a way to complete the work under the various services being requested? If yes to some and no to others, please specify.?

Answer: Yes, but there will be in person requirements too based on the situation.

Question 7: Regarding Executive Coaching & Employee Mentoring & Coaching Services, there is no specific form requested (in-person or virtual). Will virtual video conferencing suffice for coaching services, whether individual and/or group? If not, please specify which would not be acceptable.?

Answer: All are permissible; and depends on the situation.

Question 8: Organizational Development Services states usage of Myer’s Briggs testing. That specific tool has been proven inaccurate. Will the City accept other proven tools that are of the highest quality, and best personality/leadership assessments that predict potential workplace success and emotional intelligence?

Answer: YES; provided as example only.

Question 9: For market research & branding services- is it acceptable to use outside vendors for the consumer research study portions?

Answer: Yes, especially MBE vendors.

Question 10: Where do I find additional information for the Office of Minority Business Development?

Answer: Please visit the rva.gov website: <https://www.rva.gov/mbd>

Question 11: Under pricing, for temporary labor, item #4 states a conversion fee schedule if the city desires to hire a temporary employee, is this 1 lump sum amount by title, or are you looking for additional hourly rate? (This was part of the original IFB)?

Answer: Please only provide pricing that is requested on the actual bid sheet.

Question 12: In the addendum #4 a list of titles is provided that fall into 3 categories – General office that are all financial services, construction, and IT services. A couple questions on that list:

- Do you have descriptions for these titles? Clarity around some of these would help, e.g.

Answer: We do not have specific descriptions for each of these.

- Under General Office/Administrative/Financial – you have contract specialist. Is this someone with financial background or legal background? Are you looking for someone with a JD?

Answer: This is not a professional position. A contract special list is an administrative position.

- Program Administration is listed 3 times under Office/Administrative/Financial, is it supposed to be combined with the line below Specialist 1, 2 or 3? What program are they responsible for administering?

Answer: Agency Programs/ City Projects

- It appears most of these titles are for onsite only, can you confirm if remote is available?

Answer: Offsite is not available for temporary employment

- Are these the ONLY temp services we can provide rates on? We were looking to add titles like project manager, communications consultant, project coordinator, business analyst, technical writer, legal research, legal analyst, program manager for remote work/support.

Answer: Only the positions asked for in the IFB.

- There are 4 total columns for pricing – unclear as to what the additional 3 mean?

Answer: The first column is the ‘Hourly Pay Rate’ which is what is paid to the temp personnel, the second column is your % of Mark Up, the third column is the ‘Hourly Bill Rate’ which is your bill rate for that personnel and the fourth column is the ‘Overtime Bill Rate’ which is your bill rate for that personnel to include overtime;.

- % Mark Up – are you asking for how much we mark up the price from the 1st column? In previous documentation, it says you want 1 rate including all charges.

Answer: Yes, the Mark Up is the difference between the pricing from the first column and your bill rate.

- Hourly Bill Rate or Range – same as 1st column, what does this mean?

Answer: This is your bill rate it is not the same as the first column, the first column is the rate of pay that gets paid to the temporary personnel. The range is the range of pay that could be potentially paid to the position title. (Ex: Automotive Mechanic I (\$15.00 - \$22.00 hourly))

- Overtime Bill Rate or Range (isn't this calculation mandated by law?)

Answer: Yes, so you would calculate the Overtime Bill Rate based on the Hourly Bill Rate remembering this could be a range.

- Do these same 4 columns apply to the other HR rates?

Answer: Yes, complete the bid form for all Position Titles that can be offered.

Question 13: In order to ensure our bid is received by the due date, can we send a fedex and request a signature, so we know it has been received??

Answer: Yes, but there is a risk that no one may be available for signature.

Question 14: On the 1st Prebid call, you stated we could search for MBE/DBEs that are already registered with the state that we might be able to sub to in order to meet our 10% subcontracting requirements, I haven't been able to locate a place to search, can you provide a link? I have been trying to locate here -

<https://www.rva.gov/procurement-services/supplier-portal?>

Answer: Yes, here's the link to our MBD Business Directory:

<https://richmondombd.diversitycompliance.com/?TN=richmondombd>

Question 15: In order to meet our 10% MBE/DBE goal, do we need to provide you the names of the companies we wish to sub to? And must those be the same at the end that we only use, or can we use whomever as long as they meet the requirements of being an MBE/DBE? I believe the MBE-2 form is not due unless we are awarded a contract – correct?

Answer: Yes, you will need to provide the company name and contact information. You can use any subcontractor as long as they meet the requirements of being a registered MBE firm or certified ESB firm.

Question 16: For reporting on the total spend with MBE/DBE – is this just 1 report at the end of the contract? Total spend with MBE/DBEs?

Answer: This is a monthly reporting for the Office of Minority Business Development.

Question 17: Are Veteran owned businesses provided any special consideration for sub work under the OMBD office?

Answer: Please refer to the MBD Business Directory for MBE firms:
<https://richmondombd.diversitycompliance.com/?TN=richmondombd>

Question 18: The section entitled “description literature” – are we include items like laptops, cell phones, required for our temporary labor to do their jobs? We do not provide any equipment or supplies to the city of Richmond.

Answer: No, this does not apply.

Question 19: The IFB instructions to bidders states that we must register with the city – which we are. And also states that we must register with the Commonwealth of Virginias State Corporation Commission to obtain legal authorization to transact business. We are an LLC in Colorado and in speaking with the SCC, we would need to hire an RA within the state of VA. There is a fee for this plus a fee to register with the SCC. If we are not awarded a contract, it would seem this would not be beneficial to do. Must this be required prior to submitting a bid?

Answer: Given you do not have an office in Virginia you are not required to register with the SCC but if you receive a Contract it would be advisable to register.

Question 20: Will a bidder’s checklist be provided? There are some items that are mentioned as required during the life of the contract, e.g., drug free workplace policy, but instructions to bidders does not include that as an artifact that must be returned with the bid.

Answer: No bidders check list. No document needs to be returned with the bid. This is a statement of what is expected of your firm if the contract is awarded.

Question 21: Can subcontractors self-certify their MBE status in order to meet the MBE goal?

Answer: You can use any subcontractor as long as the meet the requirements of being a registered MBE firm or certified ESB firm.

Question 22: What weight is placed on the subcontractor's MBE status? Do subcontractors need to provide references?

Answer: There are no weights on an IFB, see registry:
<https://richmondombd.diversitycompliance.com/?TN=richmondombd>.

Question 23: You mentioned that firms must submit MBE goals for every service bid on. Do we need to submit MBE goals for every service using the MBE/ESB Participation Form??

Answer: Yes, there needs to be a form for each bid.

Question 24: Finally, would it be possible to schedule a time to meet with you to ensure that we are completing the MBE/ESB Participation Form correctly?

Answer: Yes, this should be a Teams Meeting with Jerry Tuttle.

Question 25: May we list our bill rates as a not too exceed? For example, "not to exceed \$60/hr" instead of a bill rate range or fixed number?

Answer: We need to be able to compare pricing. A fixed rate is required.

Question 26: Are we required to bid on all positions in each labor category? Or can we bid on some positions in a labor category? If so, what should we indicate for positions we do not plan to bid on? For example, "No Bid"?

Answer: Only bid on those that you wish to. Just leave others blank.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Company

BY: _____

PRINT

Signature

Title

Date



ADDENDUM NO. 6

DATE: October 5, 2023

SUBJECT: **IFB #230007674 Human Resources Multi Services**

RE: Modifications and Questions/Answers

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen: Please take note of the following.

Modification:

On the Bid sheet entitled 'HR Related Services Temp Rate Sheet' total each position title's hourly pay rate or the lowest pay amount within the range. Then submit the total of all lines at the bottom of the bid sheet form in one lump sum.

Questions and Answers:

Question 1: How will the bids be scored against one another? Lowest Pay Rate? Lowest Bill Rate? Lowest Markup? If a Pay Range is submitted would the upper or lower end of the range be used?

Answer: See above modification.

Question 2: How will a "Pay Range" bid be scored against a "Pay Rate" bid? (example: how does a bid range of \$15-\$20 an hour with a 144% markup score against a \$17 hour bid with a 144% markup?). Will the lower or higher end of the range be used for calculation?

Answer: See above modification.

Question 3: How will the bids be weighted? There will be some specialties that are paid higher (Accountant vs administrative person), will it be a line by line comparison among all the bids submitted based on the jobs they are identifying they can fill or will each bidder be assessed an overall score somehow?

Answer: Bids are not weighted or scored. The lowest responsive, responsible bidder will be awarded the Contract.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Company

BY: _____

PRINT

Signature

Title

Date

SIGNATURE SHEET

This signature sheet must be included as part of the bidder's bid, or the City will not consider the bid. The bidder's signature below certifies that this bid as submitted complies with, and the bidder agrees to be legally bound by, all terms and conditions set forth in Invitation for Bids No **230007674** for **Human Resources Related Services (Multiple)**. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this bid on behalf of the bidder.

Complete Legal Name of Bidder Firm: KEEP EVOLVING CONSULTING

"Order from" Address:

"Remit to" Address:

PO Box # 78003

Charlotte, NC 28271

Federal EIN / SSN:

Authorized Signature:



Printed Name of Signatory:

Kamella Emmanuel

Title of Signatory:

Founder / CEO

Telephone Number with Area Code: 704 - 629 - 8213

Fax Number with Area Code:

N/A

E-Mail Address:

Coach Kemmanuel@gmail.com

Date:

Aug 27, 2023

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Bidder Firm: Keep Evolving Consulting

Virginia State Corporation Commission registration information. The bidder:

- ☐ is a corporation or other business entity with the following State Corporation Commission identification number:

-OR-

- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

- ☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

- ☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the bidder to submit the State Corporation Commission identification number after the due date for bids. The bidder shall promptly provide any information the City requires to enable the City to properly evaluate the bidder's request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Bidder Firm: KEEP EVOLVING CONSULTING

Virginia State Corporation Commission registration information. The bidder:

- ☐ is a corporation or other business entity with the following State Corporation Commission identification number:

-OR-

- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

- ☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

- ☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the bidder to submit the State Corporation Commission identification number after the due date for bids. The bidder shall promptly provide any information the City requires to enable the City to properly evaluate the bidder's request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.

BID FORM

Instructions: This is a Multi-Services Invitation for Bid for Human Resources. Bidders are not required to bid on all services and should only bid on the services desired to be provided. Select by marking an "X" next to each of the 'Services Description' that Bidder desires to provide, then populate the corresponding 'Hourly Bid Rate' for those services as selected.

<u>Services Description</u>	<u>Select by Marking an "X"</u>	<u>Provider Hourly Bid Rate</u>
A. Non-Executive Recruitment Services	X	\$ 250
B. Executive Recruitment Services	X	\$ 300
C. Temporary Labor Services		\$ -
D. Human Resource Consulting Services	X	\$ 250
E. Human Resource Learning Services		\$ -
F. Mediation Services	X	\$ 300
G. Executive Coaching Services	X	\$ 300
H. Employee Mentoring and Coaching Services	X	\$ 300
I. Executive Travel Services		\$ -
J. Organizational Development Services	X	\$ 300
K. Cultural Training		\$ -
L. Facilitator Services	X	\$ 300
M. Survey Services		\$ -
N. Market Research and Branding Services		\$ -

In submitting this bid, it is understood that the City of Richmond, Virginia, reserves the right to reject any and all bids or to award in whole or in part as determined to be in the best interest of the City. It is agreed that this Bid may not be withdrawn for a period of 60 days from the opening thereof.

Respectfully Submitted:

By: Kamella Emmanuel - Founder
 (Name and Title of Individual Executing the Bid)

Authorized Signature: KEP

Name of Bidder: KEEP EVOLVING CONSULTING

(Name of Individual, Firm, or Corporation making bid)

**The successfully awarded bidder will be required to be registered with the City of Richmond & cVA. This requires a completion and submission of the City's Vendor Bidder Application Form. This form will be provided to the winning bidder at which time the Intent to Award is announced. **



ADDENDUM NO. 1

DATE: August 14, 2023

SUBJECT: IFB #230007674. Human Resource Multi Services

RE: Questions and Answers

DUE DATE:

Questions (General)

1. Will more details be provided concerning the bid – additional information and requirements beyond the bid form?

Answer: Information will be provided only through questions and answers.

2. What is the current employee population for the City of Richmond government? 4000 +/- is the number I've been able to identify, but I want to confirm.

Answer: 4000

3. How many departments/divisions?

Answer: 40

4. What leadership levels exist in the City's org structure – supervisors, managers, directors?

Answer: Chief Administrative Officer, Deputy CAO, Directors, Deputy Directors, Managers,

5. What is the employee count at each level?

Answer: Not available at this time; Will be shared if contract awarded.

6. Will the solicited services augment services provided by Human Resources, or will this represent a new suite of services for employees?

Answer: Yes these contracts will assist Human Resources with current services and will assist in creating new services as needed.

Questions: Human Resources Learning Services

7. Does the City own or have existing programs (e.g., leadership development, coaching, and facilitation)? Or is the City looking to augment existing programs, build new programs, or both?

Answer: New services; the City does not have in house programs at the extent desired/

8. The scope of work applicable to Items 1-3 seems appropriate to assign an hourly rate. For Items 4-5, is the City open to daily/half-day rates (vs. hourly) for facilitating training sessions, including handouts and materials? OR is the expectation that the hourly rate would apply to time spent for prep and follow-up?

Answer: The only bid accepted for this solicitation will for hourly rates. Include any overhead that you feel should be included in this rate. Inclusion of additional rates may possibly deem your bid as non-responsive.

9. Are these services currently offered? If so, how are they currently delivered? And what is the targeted audience?

10. Answer: City employees for services and Department Hiring Managers for Temporary

Answer: Not as a contract but on an as needed basis;

Questions Executive Coaching Services

11. What leaders will participate in the Executive Coaching program? Levels?

Answer: The targeted audience as needed

12. Is the program expected to deliver 1:1 and group coaching?

Answer: Both as needed

13. Is the City open to considering coaching packages (e.g., \$ for # sessions), or is the coach's rate the sole focus at this stage?

Answer: Per Hour Rates Only

14. Are these services currently offered? If so, how are they currently delivered?

Answer: No

15. What targeted audiences are expected to receive these services?

Answer: City of Richmond Employee

Questions; Facilitator Services

16. The services in this category seem to combine coaching, assessments, and training sessions. These are very distinct services solicited in other service categories. Is this the intent? Is this correct?

Answer: Yes this is correct.

17. What assessments are currently used by the City?

Answer: Internal Only.

18. Are these services currently offered? If so, how are they currently delivered?

Answer: No

19. What targeted audiences are expected to receive these services?

Answer: All departments as needed.

Questions; Facilitator Services

20. Is the City open to daily/half-day rates (vs. hourly) for facilitating these sessions? OR is the expectation that the hourly rate would apply to time spent for prep and follow-up?

Answer: No, Hourly only.

21. Are these services currently offered? If so, how are they currently delivered?

Answer: No

22. What targeted audiences are expected to receive these services?

. Answer as needed by all departments

23. When is the Anticipated Start Date?

Answer: The contract will be executed once all reviews are complete. The contract is on an as needed basis.

24. Does this venture require Bonding?

Answer: No

25. Are bidders required to have an office in a certain radius?

Answer: No

26. What is the anticipated cost of this venture?

Answer: The City does not share budget information.

27. If this is not a new venture, what was the previous costs for these services?

Answer: This is a new method of procurement

28. How many temporary positions need to be filled?

Answer: This is a fluid number. This is an as needed contract.

29: How many temporary employees are needed to fill these roles?

Answer: This is a fluid number. This is an as needed contract. Are there specific certifications or state registrations required to bid on this venture?

30 Are vendors able to acquire state certifications directly following being awarded this contract?

Answer: There is no Commonwealth Certification awarded based on a contract award.

31. What is the anticipated award date for this contract?

Answer: A date cannot be determined at this point.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Keep evolving consulting
Company

BY: Kamella Emmanuel

PRINT

Signature

CEO 12/3/2023

Title Date



ADDENDUM NO. 2

DATE: August 18, 2023

SUBJECT: IFB #230007674 Human Resource Multi Services

RE: Modification(s)

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following:

1. **A second (2nd) Pre-Bid Meeting will be conducted through Teams Meeting:**
 - a) Date: Thursday, September 14, 2023
 - b) Time: 1:30 PM
 - c) Conference Call: (804) 316-9457, United States, Richmond, Virginia
 - d) Phone Conference ID: 175 899 734#
2. **The Bid Due Date is as follows:**
 - a) Date: Wednesday, October 18, 2023
 - b) Time: 11:00 AM
3. **The Bid Opening is as follows:**
 - a) Date: Wednesday, October 18, 2023
 - b) Time: 3:00 PM

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

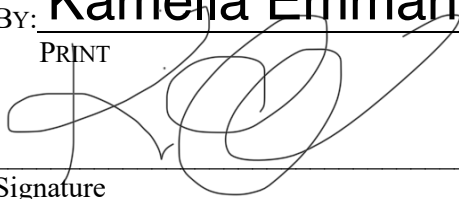
Respectfully Submitted:

Keep evolving consulting

Company

BY: **Kamella Emmanuel**

PRINT

A handwritten signature in black ink, appearing to read 'Kamella Emmanuel', is written over a horizontal line. The signature is fluid and cursive.

Signature

CEO

12/3/23

Title

Date



ADDENDUM NO. 3

DATE: August 24, 2023

SUBJECT: **IFB #230007674 Human Resources Multi Services**

RE: Questions and Answers

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following Questions and Answers

Question 1: Is this a re-compete RFP? If yes,

Answer: No this is a new solicitation.

Question 2: Could you please share the name of Current Suppliers (who are currently providing services to Agency)?

Answer: There are no current contracts that are tied to this type of solicitation.

Question 3: Could you please share current Supplier's pricing and Proposals?

Answer: There is no pricing and proposals that tie to this type of solicitation.

Question 4: When was the existing contract was started, and what is the annual monetary spent value of the current contract since inception?

Answer: There is no current contract that is tied to this type of solicitation.

Question 5: How many resources are currently engaged in the current contract?

Answer: There is no current contract that is tied to this type of Solicitation.

Question 6: Can you please share the no. of positions served in previous years under this contract?

Answer: There is no current contract that is tied to this type of solicitation.

Question 7: Can you please share the amount of business each vendor did under this contract in previous years?

Answer: There is no current contract that is tied to his type of solicitation.

Question 8: Is there any local preference for this contract?

Answer: The City of Richmond does not award contracts based on preferences

Question 9: What will be the estimated annual budget for this project?

Answer: We do not share budget information prior to a solicitation.

Question 10: Would you be accepting references from public as well as commercial entities?

Answer: Yes

Question 11: Is sub-contracting required for this contract?

Answer: Yes to meet the MBE goal presented in the IFB document.

Question 12: How many vendors agency is planning to select?

Answer: This cannot be determined until review of all bids.

Question 13: We are NMSDC – MBE certified vendor so can we self-perform as MBE for the 10% goal specified in the RFP?

Answer: The principal contract cannot self-perform. And this is an IFB.

Question 14: Could you please share the Response Format and any specific submission guidelines?

Answer: Please follow the directions in the IFB document. There is no variation.

Question 15: Except Signature Sheet, State Corporation Commission Form, Bid Form, MBE/ESB Participation forms, what do we need to submit along with our submission to be responsive?

Answer: All requirements are stated in the IFB document.

Question 16: Do subcontracting (MBE/ESB) for 10% is mandatory? In case, if this is not possible, will it affect the vendor selection during the evaluation of the responses?

Answer: This is not mandatory and can affect the contractor selection.

Question 17: How is the City expecting the pricing for each service from vendors?

Answer: Submitted on the price worksheet only.

Question 18: What would be the Evaluation Criteria for this IFB?

Answer: IFBs do not have formal Evaluation Criteria as does an RFP. The Lowest price from responsive and responsible contractors.

Question 19: Is there flexibility on the 24-hour turnaround for responding to temporary labor requests?

Answer: There is not, the requirements of the IFB are not negotiable.

Question 20: Current payment terms are net 45 days. Would the City allow for net 30 day payment terms?

Answer: The terms are non-negotiable. All agreements must match the IFB.

Question 21: Are we required to be registered with the City of Richmond prior to bidding?

Answer: No

Question 22: We are a SWAM certified business and wanting to be a prime contractor, are we required to get subcontractors to meet the MBE requirements?

Answer: Yes, Principal Contractors are expected to submit subcontractors to fulfill The MBE goal.

Question 23: Travel expenses reimbursement for potential new hires.

Answer: Travel Expenses for new hires is not required in the bid price; these can be handled by the City separately upon employment. Other expenses for travel for interviews etc.; should be included in your bid price for the hiring process.

Question 24: For the Minority Business Participation Commitment Form, my company is 100% owned by a MBE and the facilitator services we will bid on will be provided by us (100% MBE).

Answer: That is not allowed. If you are bidding on the IFB; you are the principal supplier; this program is for subcontractors. You are welcome to register as a subcontractor on the OMBD website.

Question: 24A: What should we indicate under?

% FIRST, SECOND and/or THIRD TIER SUBCONTRACTING

% SUPPLY PURCHASES% JOINT VENTURES % MENTOR-PROTÉGÉ%

OTHER CREDIBLY VIABLE METHODS

Answer: This depends on what the MBE firm is that you are subcontracting. What do they do for your company; also all third party MBE vendors must be registered with the City of Richmond's OMBD.

Question 25: Need clarification on whether I should submit the entire IFB or just the furnished forms when responding to your solicitation. The IFB is quite lengthy, and I am not sure if I need to include all of it in my proposal. I submitted via mail only the furnished forms last week.

Answer: Please note that the City of Richmond does not accept email responses to the IFB. Please see the directions in the IFB. Required documents are enough to respond to the IFB.

Question 26: Does the City recognize LGBTBE's as minority enterprises? (This was asked and answered on the call).

Answer: As indicated on the call all verbal responses are not official. The OMBD office States at this time that LGBTBE firms are currently not considered MBE subcontractors. However, a LGBTBE firm can register with the City of Richmond as an emerging small business Please note that if your company is the primary bidder that the MBE goal cannot be filled by your firms this is for subcontractors only registered with the city.

Question 27: Under Pricing; Temporary Labor – Bidders shall provide a list of positions that they have available and the prices of each position – We place candidates every day in hundreds of different job titles/labor categories. Without knowing what the City (or other agencies) are typically looking for, it can be very challenging to just give job titles and hourly rates. We staff in a multitude of different industries (HR, Admin, A&F, IT, Marketing), how would you suggest we highlight this and answer the pricing question for Temporary Labor?

Answer: Answer will be forthcoming in an additional Addendum.

Question 28: (page 9) C. 5. Provide a supervisor who shall be responsible for the overall coordination of work performed in accordance with the City requirements and act as the point of contact with the City. (a) The supervisor shall be available during normal working hours of the City (b) The supervisor shall be appropriately trained by the contractor and possess the necessary competency to check and ensure that services are being performed in accordance with the City's requirements. Is this suggesting that we will have an internal staff member of our company working onsite at the City to oversee our temporary workers?

Answer: No you are not required to have a Supervisor on site at all times; but a designated trained/experienced supervisor that the City Agency is aware of and that can be contacted easily is required.

Question 28: Be responsible for all training and safety equipment expenses for its employees – What is the typical type of equipment that would be required to meet this?

Answer: The equipment that your firm requires your employees to use.

Question 29: Is the City looking to award as an LPTA contract (Lowest Price Technically acceptable.

Answer: The City of Richmond will award this contract based on the lowest priced bid from a bidder or bidders that are deemed responsive and responsible.

Question 30: We did not see any details on what we should include in our response. Are you looking for any detailed approaches, company background, references, qualifications, etc.? Or is it simply completing the forms?

Answer: This is an IFB there are no responses. The IFB lays out what is required there is nothing beyond that. Complete all paperwork and the bid and submit.

Question 31: What is the intent of how contracts will be released and awarded, assuming there are multiple approved contractors underneath the umbrella contract? Will there be a fixed matrix for firms and their assigned capabilities? Will it be more informal? Will firms be specifically contacted or will it be open for firms to then compete for a specific piece of work?

Answer: All firms that bid are committing to supplying the services requested in the IFB and that they meet all qualifications stated when submitting a bid price. There is a possibility of multiple contracts and single contracts depending on the bid. Also an evaluation to deem that each of the bidders submitted an acceptable low bid, are responsive, and are responsible. All contracts will be based on and as needed basis.

Question 32: Is the list of companies who participated on the pre-proposal call available.

Answer: No however there is another pre-bid meeting scheduled.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Keep Evolving Consulting
Company

BY: Kamella Emmanuel
PRINT



Signature

<u>CEO</u>	<u>12/3/23</u>
Title	Date



ADDENDUM NO. 4

DATE: August 30, 2023
SUBJECT: **IFB #230007674 Human Resource Multi Services**
RE: Modification(s)
DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following:

- 1. Revised Bid Form attached.**
- 2. Reference additional Bid Form attached for Temporary Related Services (only) entitled 'HR Related Services Temp Rate Sheet'.**

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Keep Evolving Consulting
Company

BY: Kamella Emmanuel

PRINT

Signature

12/3/23

CEO

Title

Date

BID FORM

Instructions: This is a Multi-Services Invitation for Bid for Human Resources. Bidders are not required to bid on all services and should only bid on the services desired to be provided. Select by marking an "X" next to each of the 'Services Description' that Bidder desires to provide, then populate the corresponding 'Hourly Bid Rate' for those services as selected.

	<u>Services Description</u>	<u>Select by Marking an "X"</u>	<u>Provider Hourly Bid Rate</u>
A.	Non-Executive Recruitment Services		\$
B.	Executive Recruitment Services		\$
C.	Temporary Labor Services		Input Bid Rates on 'HR Related Services Temp Rate Sheet'
D.	Human Resource Consulting Services		\$
E.	Human Resource Learning Services		\$
F.	Mediation Services		\$
G.	Executive Coaching Services		\$
H.	Employee Mentoring and Coaching Services		\$
I.	Executive Travel Services		\$
J.	Organizational Development Services		\$
K.	Cultural Training		\$
L.	Facilitator Services		\$
M.	Survey Services		\$
N.	Market Research and Branding Services		\$

In submitting this bid, it is understood that the City of Richmond, Virginia, reserves the right to reject any and all bids or to award in whole or in part as determined to be in the best interest of the City. It is agreed that this Bid may not be withdrawn for a period of 60 days from the opening thereof.

Respectfully Submitted:

By: _____

(Name and Title of Individual Executing the Bid)

Authorized Signature: _____

Name of Bidder: _____

(Name of Individual, Firm, or Corporation making bid)

**The successfully awarded bidder will be required to be registered with the City of Richmond & eVA. This requires a completion and submission of the City's Vendor Bidder Application Form. This form will be provided to the winning bidder at which time the Intent to Award is announced. **

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Air Conditioning, Refrigeration & Heating Mechanic				
Construction/ Facility Management/ Technical Service	Automotive Mechanic I				
Construction/ Facility Management/ Technical Service	Automotive Mechanic II				
Construction/ Facility Management/ Technical Service	Boiler Operator I				
Construction/ Facility Management/ Technical Service	Boiler Operator II				
Construction/ Facility Management/ Technical Service	Boiler Operator Senior I				
Construction/ Facility Management/ Technical Service	Boiler Operator Senior II				
Construction/ Facility Management/ Technical Service	Carpenter				
Construction/ Facility Management/ Technical Service	Carpenter Assistant				
Construction/ Facility Management/ Technical Service	Carpenter Senior				
Construction/ Facility Management/ Technical Service	Construction Helper				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Crew Leader (Custodian)				
Construction/ Facility Management/ Technical Service	Custodian				
Construction/ Facility Management/ Technical Service	Electrician				
Construction/ Facility Management/ Technical Service	Electrician				
Construction/ Facility Management/ Technical Service	Electrician Assistant				
Construction/ Facility Management/ Technical Service	Electrician Senior				
Construction/ Facility Management/ Technical Service	Electrician Supervisor Senior				
Construction/ Facility Management/ Technical Service	Electronic Equipment Install & Repair Technician				
Construction/ Facility Management/ Technical Service	Electronic Equipment Install & Repair Supervisor				
Construction/ Facility Management/ Technical Service	Electronic Technician				
Construction/ Facility Management/ Technical Service	Electronic Technician Senior				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Engineer Specification Writer				
Construction/ Facility Management/ Technical Service	Environmental Technician Senior				
Construction/ Facility Management/ Technical Service	Equipment Operator II				
Construction/ Facility Management/ Technical Service	Equipment Operator III				
Construction/ Facility Management/ Technical Service	Equipment Repair Supervisor				
Construction/ Facility Management/ Technical Service	Equipment Repair Technician				
Construction/ Facility Management/ Technical Service	Equipment Repair Technician Senior				
Construction/ Facility Management/ Technical Service	Field Service Technician				
Construction/ Facility Management/ Technical Service	Food Operations Assistant				
Construction/ Facility Management/ Technical Service	Food Operations Manager Assistant				
Construction/ Facility Management/ Technical Service	Food Production Worker				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Grounds Worker Lead				
Construction/ Facility Management/ Technical Service	Grounds Worker Senior				
Construction/ Facility Management/ Technical Service	Groundskeeper / Landscaper Senior				
Construction/ Facility Management/ Technical Service	Groundskeeper/Landscap er				
Construction/ Facility Management/ Technical Service	Heavy Industrial Materials Handler (Warehouseman)				
Construction/ Facility Management/ Technical Service	Heavy Industrial Materials Handler, Freezer (Warehouseman)				
Construction/ Facility Management/ Technical Service	Heavy Industrial Worker (General Laborer)				
Construction/ Facility Management/ Technical Service	Housekeeping Supervisor				
Construction/ Facility Management/ Technical Service	Housekeeping Supervisor Senior				
Construction/ Facility Management/ Technical Service	Housekeeping Worker				
Construction/ Facility Management/ Technical Service	Housekeeping Worker Senior				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	HVAC Installation & Repair Assistant				
Construction/ Facility Management/ Technical Service	HVAC Installation & Repair Assistant Senior				
Construction/ Facility Management/ Technical Service	Hydraulic Cement Concrete Aggregate Technician				
Construction/ Facility Management/ Technical Service	Hydraulic Cement Concrete Field Technician				
Construction/ Facility Management/ Technical Service	Hydraulic Cement Concrete Strenght Technician				
Construction/ Facility Management/ Technical Service	Inventory Worker Light				
Construction/ Facility Management/ Technical Service	Laboratory Mechanic				
Construction/ Facility Management/ Technical Service	Laboratory Mechanic Senior				
Construction/ Facility Management/ Technical Service	Laboratory Technician				
Construction/ Facility Management/ Technical Service	Laboratory Technician Senior				
Construction/ Facility Management/ Technical Service	Liqht Industrial Worker (General Laborer)				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Locksmith				
Construction/ Facility Management/ Technical Service	Maintenance Field Worker				
Construction/ Facility Management/ Technical Service	Maintenance Workers I				
Construction/ Facility Management/ Technical Service	Mason Plasterer				
Construction/ Facility Management/ Technical Service	Mason Plasterer Assistant				
Construction/ Facility Management/ Technical Service	Mechanic				
Construction/ Facility Management/ Technical Service	Packer				
Construction/ Facility Management/ Technical Service	Painter				
Construction/ Facility Management/ Technical Service	Plumber				
Construction/ Facility Management/ Technical Service	Plumber / Steamfitter				
Construction/ Facility Management/ Technical Service	Plumber / Steamfitter Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Project Technician				
Construction/ Facility Management/ Technical Service	Refuse Collectors				
Construction/ Facility Management/ Technical Service	Residential Plan Reviewer				
Construction/ Facility Management/ Technical Service	Right of Way Technician				
Construction/ Facility Management/ Technical Service	Right of Way Technician Supervisor				
Construction/ Facility Management/ Technical Service	Safety Engineer				
Construction/ Facility Management/ Technical Service	Safety Engineer Senior				
Construction/ Facility Management/ Technical Service	Scientist I				
Construction/ Facility Management/ Technical Service	Scientist II				
Construction/ Facility Management/ Technical Service	Scientist III				
Construction/ Facility Management/ Technical Service	Second Cook				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Second Cook Senior				
Construction/ Facility Management/ Technical Service	Server				
Construction/ Facility Management/ Technical Service	Skilled Laborer				
Construction/ Facility Management/ Technical Service	Soils & Aaareoate Field Technical				
Construction/ Facility Management/ Technical Service	Soils Aaaregate Technician				
Construction/ Facility Management/ Technical Service	Title Examiner				
Construction/ Facility Management/ Technical Service	Trades Mechanic I				
Construction/ Facility Management/ Technical Service	Traffic Controller				
Construction/ Facility Management/ Technical Service	Traffic Controller Senior				
Construction/ Facility Management/ Technical Service	Traffic Engineer - without liability				
Construction/ Facility Management/ Technical Service	Traffic Engineer, PE- with liability				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Transportation Data Analyst				
Construction/ Facility Management/ Technical Service	Transportation Data Analyst Senior				
Construction/ Facility Management/ Technical Service	Transportation Data Analyst Supervisor				
Construction/ Facility Management/ Technical Service	Transportation Data Technician				
Construction/ Facility Management/ Technical Service	Transportation District Utilities Specialist				
Construction/ Facility Management/ Technical Service	Transportation Engineering Technician - Survey Senior				
Construction/ Facility Management/ Technical Service	Transportation Engineering Technician - Survey				
Construction/ Facility Management/ Technical Service	Transportation Engineering Technician - Survey Supervisor				
Construction/ Facility Management/ Technical Service	Transportation Materials Technician				
Construction/ Facility Management/ Technical Service	Transportation Materials Technician Senior				
Construction/ Facility Management/ Technical Service	Transportation Materials Technician Specialist				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
Construction/ Facility Management/ Technical Service	Transportation Materials Technician Supervisor				
Construction/ Facility Management/ Technical Service	Transportation Planning Specialist				
Construction/ Facility Management/ Technical Service	Transportation Planning Specialist Senior				
Construction/ Facility Management/ Technical Service	Transportation Technical Program Coordinator				
Construction/ Facility Management/ Technical Service	Transportation Technical Support Coordinator				
Construction/ Facility Management/ Technical Service	Warehouse Specialist I				
Construction/ Facility Management/ Technical Service	Warehouse Specialist II				
Construction/ Facility Management/ Technical Service	Warehouse Specialist III				
Construction/ Facility Management/ Technical Service	Warehouse Worker I				
Construction/ Facility Management/ Technical Service	Warehouse Worker II				
Construction/ Facility Management/ Technical Service	Welder				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Accountant				
General Office/ Administration/ Financial	Accountant I				
General Office/ Administration/ Financial	Accountant II				
General Office/ Administration/ Financial	Accounting Clerk I				
General Office/ Administration/ Financial	Accounting Clerk II				
General Office/ Administration/ Financial	Accounting Specialist				
General Office/ Administration/ Financial	Accounting Technician				
General Office/ Administration/ Financial	Administrative Assistant I				
General Office/ Administration/ Financial	Administrative Assistant II				
General Office/ Administration/ Financial	Administrative Assistant III				
General Office/ Administration/ Financial	Administrative Assistant IV				
General Office/ Administration/ Financial	Administrative Assistant V				
General Office/ Administration/ Financial	Administrative Clerk				
General Office/ Administration/ Financial	Administrative Secretary				
General Office/ Administration/ Financial	Administrative Staff Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Administrative Staff Specialist				
General Office/ Administration/ Financial	Administrative Staff Specialist Senior				
General Office/ Administration/ Financial	Agency Management Analyst Senior				
General Office/ Administration/ Financial	Agency Management Analyst				
General Office/ Administration/ Financial	Agency Management Analyst lead				
General Office/ Administration/ Financial	Auditor				
General Office/ Administration/ Financial	Auditor II				
General Office/ Administration/ Financial	Auditor III				
General Office/ Administration/ Financial	Behavior Aide				
General Office/ Administration/ Financial	Benefits Program Specialist				
General Office/ Administration/ Financial	Call Center Representative				
General Office/ Administration/ Financial	Cashier I				
General Office/ Administration/ Financial	Cashier II				
General Office/ Administration/ Financial	Class Title Account Invest				
General Office/ Administration/ Financial	Clerical Aide (No typing)				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Clerical Assistant I				
General Office/ Administration/ Financial	Clerical Assistant II				
General Office/ Administration/ Financial	Clerical Assistant III				
General Office/ Administration/ Financial	Clerk (Light typing)				
General Office/ Administration/ Financial	Contract Specialist				
General Office/ Administration/ Financial	Court Service FAPT Rep I				
General Office/ Administration/ Financial	Court Service FAPT Rep II				
General Office/ Administration/ Financial	Court Service FAPT Rep III				
General Office/ Administration/ Financial	Customer Service Representative				
General Office/ Administration/ Financial	Customer Service Representative II				
General Office/ Administration/ Financial	Data Entry Operator				
General Office/ Administration/ Financial	Data Entry Operator Senior				
General Office/ Administration/ Financial	Education Coordinator I				
General Office/ Administration/ Financial	Education Coordinator II				
General Office/ Administration/ Financial	Education Support Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Education Support Specialist I				
General Office/ Administration/ Financial	Education Support Specialist II				
General Office/ Administration/ Financial	Executive Administrative Assistant				
General Office/ Administration/ Financial	Executive Secretary				
General Office/ Administration/ Financial	Executive Secretary Senior				
General Office/ Administration/ Financial	File Clerk				
General Office/ Administration/ Financial	Financial Services Specialist I				
General Office/ Administration/ Financial	Financial Services Specialist II				
General Office/ Administration/ Financial	Financial Services Specialist III				
General Office/ Administration/ Financial	General Clerk I				
General Office/ Administration/ Financial	General Clerk II				
General Office/ Administration/ Financial	General Clerk III				
General Office/ Administration/ Financial	General Office Clerk				
General Office/ Administration/ Financial	General Office Worker				
General Office/ Administration/ Financial	Hearing and Legal Services Officer I				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Human Resource Classification / Compensation Analyst				
General Office/ Administration/ Financial	Human Resource Classification / Compensation Consultant				
General Office/ Administration/ Financial	Human Resource Classification/ Compensation Analyst Senior				
General Office/ Administration/ Financial	Human Resource EEO Program Analyst				
General Office/ Administration/ Financial	Human Resource EEO Program Specialist				
General Office/ Administration/ Financial	Human Resource Employee Relations Analyst				
General Office/ Administration/ Financial	Human Resource Analyst I				
General Office/ Administration/ Financial	Human Resource Analyst II				
General Office/ Administration/ Financial	Human Resource Analyst III				
General Office/ Administration/ Financial	Human Services Social Worker				
General Office/ Administration/ Financial	Interpreter				
General Office/ Administration/ Financial	Lead Clerk				
General Office/ Administration/ Financial	Junior Service Rep				
General Office/ Administration/ Financial	Legal Assistant				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Legal Assistant Senior				
General Office/ Administration/ Financial	Library Assistant/ Specialist I				
General Office/ Administration/ Financial	Library Assistant/ Specialist II				
General Office/ Administration/ Financial	Library Assistant/ Specialist III				
General Office/ Administration/ Financial	Office Manager				
General Office/ Administration/ Financial	Office Services Aide				
General Office/ Administration/ Financial	Office Services Assistant				
General Office/ Administration/ Financial	Office Services Specialist				
General Office/ Administration/ Financial	Office Services Supervisor				
General Office/ Administration/ Financial	Office Services Supervisor Senior				
General Office/ Administration/ Financial	Office Specialist I				
General Office/ Administration/ Financial	Office Specialist II				
General Office/ Administration/ Financial	Office Specialist III				
General Office/ Administration/ Financial	Office Support Specialist I				
General Office/ Administration/ Financial	Office Support Specialist II				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Paralegal (Litigation)				
General Office/ Administration/ Financial	Paralegal (Litigation/ Bankruptcy)				
General Office/ Administration/ Financial	Paralegal (Real Estate/ Tax Delinquent)				
General Office/ Administration/ Financial	Payroll Assistant				
General Office/ Administration/ Financial	Personal Assistant				
General Office/ Administration/ Financial	Personal Assistant Senior				
General Office/ Administration/ Financial	Photocopy Supervisor				
General Office/ Administration/ Financial	Photocopy Technician				
General Office/ Administration/ Financial	Photo-Typesetting Specialist				
General Office/ Administration/ Financial	Photo-Typesetting Supervisor				
General Office/ Administration/ Financial	Policy and Planning Specialist II				
General Office/ Administration/ Financial	Policy and Planning Specialist III				
General Office/ Administration/ Financial	Policy and Planning Specialist IV				
General Office/ Administration/ Financial	Postal Aide				
General Office/ Administration/ Financial	Postal Aide Senior				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Postal Assistant				
General Office/ Administration/ Financial	Procurement Officer I				
General Office/ Administration/ Financial	Procurement Officer II				
General Office/ Administration/ Financial	Procurement Officer III				
General Office/ Administration/ Financial	Program Administration				
General Office/ Administration/ Financial	Specialist I				
General Office/ Administration/ Financial	Program Administration				
General Office/ Administration/ Financial	Specialist II				
General Office/ Administration/ Financial	Program Administration				
General Office/ Administration/ Financial	Specialist III				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist I				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist II				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist III				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist III (Interpreter)				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist IV				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Public Relations and Marketing Specialist IV (Interpreter)				
General Office/ Administration/ Financial	Public Relations and Marketing Specialist V				
General Office/ Administration/ Financial	Public Relations Coordinator				
General Office/ Administration/ Financial	Public Relations Specialist				
General Office/ Administration/ Financial	Public Relations Specialist Assistant				
General Office/ Administration/ Financial	Receptionist				
General Office/ Administration/ Financial	Receptionist Senior				
General Office/ Administration/ Financial	Secretary				
General Office/ Administration/ Financial	Secretary Senior				
General Office/ Administration/ Financial	Senior Legal Secretary				
General Office/ Administration/ Financial	Tax Administrator				
General Office/ Administration/ Financial	Tax Processor				
General Office/ Administration/ Financial	Telephone Representative				
General Office/ Administration/ Financial	Teller				
General Office/ Administration/ Financial	Translator				

HR Related Services Temp Rate Sheet

Category	Position Title	Hourly Pay Rate or Range	% Mark Up	Hourly Bill Rate or Range	Overtime Bill Rate or Range
General Office/ Administration/ Financial	Transportation Contract Administrator				
General Office/ Administration/ Financial	Transportation Contract Administrator Senior				
General Office/ Administration/ Financial	Word Processor				
Technology	Computer Operations Tech I				
Technology	Computer Operations Tech II				
Technology	Electronics Technician I				
Technology	Electronics Technician II				
Technology	Electronics Technician III				
Technology	Information Technology Specialist I				
Technology	Information Technology Specialist II				
Technology	Information Technology Specialist III				
Technology	Information Technology Specialist IV				



ADDENDUM NO. 5

DATE: September 22, 2023

SUBJECT: IFB #230007674 Human Resources Multi Services

RE: Questions and Answers

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen:

Please take note of the following Questions and Answers

Question 1: (Vendor) intends to submit a paper bid via mail next week. Can you please clarify how many copies of our RFP response should be included when we submit by mail??

Answer: Please note that this is an IFB. One copy of your bid is all that is needed.

Question 2: The MBE/ESB Participation Form (MBE-2) calls for including a dollar amount. Since this is a bid and work companies are engaged on an as-needed basis, what should primes list for the dollar amount? Isn't the Procurement Office determining the contract amount??

Answer: The percentage of your bid.

Question 3: Could you please share current Supplier's pricing and Proposals?

Answer: There is no pricing and proposals that tie to this type of solicitation.

Question 4: PART I, SPECIFICATIONS, #3, CITY REQUIREMENTS states, "The Contractor shall establish a complete quality control program to assure the requirements of the contract are met. a. A copy of the Contractor's quality control program shall be provided with the bid ..." Is this applicable to this bid process? (Page 18)?

Answer: If the information is asked for within the IFB, yes, it is a part of the bid process.

Question 5: PART II, INSTRUCTIONS TO BIDDERS, #6 DESCRIPTIVE LITERATURE states, “The bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish ...” Is this applicable to this bid process? (Page 22)?

Answer: Only if you are using other supplies etc., that contradict what is asked for. If there are no supplies etc., indicated this does not apply. This is boiler plate language.

Question 6: Will the City accept Zoom and/or Teams participation from contractors as a way to complete the work under the various services being requested? If yes to some and no to others, please specify.?

Answer: Yes, but there will be in person requirements too based on the situation.

Question 7: Regarding Executive Coaching & Employee Mentoring & Coaching Services, there is no specific form requested (in-person or virtual). Will virtual video conferencing suffice for coaching services, whether individual and/or group? If not, please specify which would not be acceptable.?

Answer: All are permissible; and depends on the situation.

Question 8: Organizational Development Services states usage of Myer’s Briggs testing. That specific tool has been proven inaccurate. Will the City accept other proven tools that are of the highest quality, and best personality/leadership assessments that predict potential workplace success and emotional intelligence?

Answer: YES; provided as example only.

Question 9: For market research & branding services- is it acceptable to use outside vendors for the consumer research study portions?

Answer: Yes, especially MBE vendors.

Question 10: Where do I find additional information for the Office of Minority Business Development?

Answer: Please visit the rva.gov website: <https://www.rva.gov/mbd>

Question 11: Under pricing, for temporary labor, item #4 states a conversion fee schedule if the city desires to hire a temporary employee, is this 1 lump sum amount by title, or are you looking for additional hourly rate? (This was part of the original IFB)?

Answer: Please only provide pricing that is requested on the actual bid sheet.

Question 12: In the addendum #4 a list of titles is provided that fall into 3 categories – General office that are all financial services, construction, and IT services. A couple questions on that list:

- Do you have descriptions for these titles? Clarity around some of these would help, e.g.

Answer: We do not have specific descriptions for each of these.

- Under General Office/Administrative/Financial – you have contract specialist. Is this someone with financial background or legal background? Are you looking for someone with a JD?

Answer: This is not a professional position. A contract special list is an administrative position.

- Program Administration is listed 3 times under Office/Administrative/Financial, is it supposed to be combined with the line below Specialist 1, 2 or 3? What program are they responsible for administering?

Answer: Agency Programs/ City Projects

- It appears most of these titles are for onsite only, can you confirm if remote is available?

Answer: Offsite is not available for temporary employment

- Are these the ONLY temp services we can provide rates on? We were looking to add titles like project manager, communications consultant, project coordinator, business analyst, technical writer, legal research, legal analyst, program manager for remote work/support.

Answer: Only the positions asked for in the IFB.

- There are 4 total columns for pricing – unclear as to what the additional 3 mean?

Answer: The first column is the ‘Hourly Pay Rate’ which is what is paid to the temp personnel, the second column is your % of Mark Up, the third column is the ‘Hourly Bill Rate’ which is your bill rate for that personnel and the fourth column is the ‘Overtime Bill Rate’ which is your bill rate for that personnel to include overtime;.

- % Mark Up – are you asking for how much we mark up the price from the 1st column? In previous documentation, it says you want 1 rate including all charges.

Answer: Yes, the Mark Up is the difference between the pricing from the first column and your bill rate.

- Hourly Bill Rate or Range – same as 1st column, what does this mean?

Answer: This is your bill rate it is not the same as the first column, the first column is the rate of pay that gets paid to the temporary personnel. The range is the range of pay that could be potentially paid to the position title. (Ex: Automotive Mechanic I (\$15.00 - \$22.00 hourly))

- Overtime Bill Rate or Range (isn't this calculation mandated by law?)

Answer: Yes, so you would calculate the Overtime Bill Rate based on the Hourly Bill Rate remembering this could be a range.

- Do these same 4 columns apply to the other HR rates?

Answer: Yes, complete the bid form for all Position Titles that can be offered.

Question 13: In order to ensure our bid is received by the due date, can we send a fedex and request a signature, so we know it has been received??

Answer: Yes, but there is a risk that no one may be available for signature.

Question 14: On the 1st Prebid call, you stated we could search for MBE/DBEs that are already registered with the state that we might be able to sub to in order to meet our 10% subcontracting requirements, I haven't been able to locate a place to search, can you provide a link? I have been trying to locate here -

<https://www.rva.gov/procurement-services/supplier-portal?>

Answer: Yes, here's the link to our MBD Business Directory:

<https://richmondombd.diversitycompliance.com/?TN=richmondombd>

Question 15: In order to meet our 10% MBE/DBE goal, do we need to provide you the names of the companies we wish to sub to? And must those be the same at the end that we only use, or can we use whomever as long as they meet the requirements of being an MBE/DBE? I believe the MBE-2 form is not due unless we are awarded a contract – correct?

Answer: Yes, you will need to provide the company name and contact information. You can use any subcontractor as long as they meet the requirements of being a registered MBE firm or certified ESB firm.

Question 16: For reporting on the total spend with MBE/DBE – is this just 1 report at the end of the contract? Total spend with MBE/DBEs?

Answer: This is a monthly reporting for the Office of Minority Business Development.

Question 17: Are Veteran owned businesses provided any special consideration for sub work under the OMBD office?

Answer: Please refer to the MBD Business Directory for MBE firms:
<https://richmondombd.diversitycompliance.com/?TN=richmondombd>

Question 18: The section entitled “description literature” – are we include items like laptops, cell phones, required for our temporary labor to do their jobs? We do not provide any equipment or supplies to the city of Richmond.

Answer: No, this does not apply.

Question 19: The IFB instructions to bidders states that we must register with the city – which we are. And also states that we must register with the Commonwealth of Virginias State Corporation Commission to obtain legal authorization to transact business. We are an LLC in Colorado and in speaking with the SCC, we would need to hire an RA within the state of VA. There is a fee for this plus a fee to register with the SCC. If we are not awarded a contract, it would seem this would not be beneficial to do. Must this be required prior to submitting a bid?

Answer: Given you do not have an office in Virginia you are not required to register with the SCC but if you receive a Contract it would be advisable to register.

Question 20: Will a bidder’s checklist be provided? There are some items that are mentioned as required during the life of the contract, e.g., drug free workplace policy, but instructions to bidders does not include that as an artifact that must be returned with the bid.

Answer: No bidders check list. No document needs to be returned with the bid. This is a statement of what is expected of your firm if the contract is awarded.

Question 21: Can subcontractors self-certify their MBE status in order to meet the MBE goal?

Answer: You can use any subcontractor as long as the meet the requirements of being a registered MBE firm or certified ESB firm.

Question 22: What weight is placed on the subcontractor's MBE status? Do subcontractors need to provide references?

Answer: There are no weights on an IFB, see registry:
<https://richmondombd.diversitycompliance.com/?TN=richmondombd>.

Question 23: You mentioned that firms must submit MBE goals for every service bid on. Do we need to submit MBE goals for every service using the MBE/ESB Participation Form??

Answer: Yes, there needs to be a form for each bid.

Question 24: Finally, would it be possible to schedule a time to meet with you to ensure that we are completing the MBE/ESB Participation Form correctly?

Answer: Yes, this should be a Teams Meeting with Jerry Tuttle.

Question 25: May we list our bill rates as a not too exceed? For example, "not to exceed \$60/hr" instead of a bill rate range or fixed number?

Answer: We need to be able to compare pricing. A fixed rate is required.

Question 26: Are we required to bid on all positions in each labor category? Or can we bid on some positions in a labor category? If so, what should we indicate for positions we do not plan to bid on? For example, "No Bid"?

Answer: Only bid on those that you wish to. Just leave others blank.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Keep evolving consulting
Company

BY: Kamella Emmanuel
PRINT



Signature

CEO 12/3/23
Title Date



ADDENDUM NO. 6

DATE: October 5, 2023

SUBJECT: **IFB #230007674 Human Resources Multi Services**

RE: Modifications and Questions/Answers

DUE DATE: Wednesday, October 18, 2023

Ladies/Gentlemen: Please take note of the following.

Modification:

On the Bid sheet entitled 'HR Related Services Temp Rate Sheet' total each position title's hourly pay rate or the lowest pay amount within the range. Then submit the total of all lines at the bottom of the bid sheet form in one lump sum.

Questions and Answers:

Question 1: How will the bids be scored against one another? Lowest Pay Rate? Lowest Bill Rate? Lowest Markup? If a Pay Range is submitted would the upper or lower end of the range be used?

Answer: See above modification.

Question 2: How will a "Pay Range" bid be scored against a "Pay Rate" bid? (example: how does a bid range of \$15-\$20 an hour with a 144% markup score against a \$17 hour bid with a 144% markup?). Will the lower or higher end of the range be used for calculation?

Answer: See above modification.

Question 3: How will the bids be weighted? There will be some specialties that are paid higher (Accountant vs administrative person), will it be a line by line comparison among all the bids submitted based on the jobs they are identifying they can fill or will each bidder be assessed an overall score somehow?

Answer: Bids are not weighted or scored. The lowest responsive, responsible bidder will be awarded the Contract.

Contractor must take due notice and be governed accordingly. This addendum must be acknowledged and included with the bid (s) submission as indicated in the IFB or your response may not be considered.

Jerry Tuttle, MBA, CPP, CGPP, VCO
Senior Procurement Analyst
City of Richmond, Department of Procurement Services
804-646-1820
jerry.tuttle@rva.gov

Respectfully Submitted:

Keep Evolving Consulting
Company

BY: Kamella Emmanuel
PRINT



Signature

CEO 12/3/23
Title Date



Minority Business Development

1500 East Main Street, 5th Floor

Richmond, VA 23219

Office: (804) 646-5947

Fax: (804) 646-0136

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

Minority Business Enterprise and Emerging Small Business Participation Commitment for Prequalification (RFQ) Form

PROJECT NAME / NO.		MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND →	
☐ YES I, <u>Kamella Emmanuel</u> shall commit to <u>10</u> % MBE/ESB participation through: <i>Authorized Company Officer</i> <u>10</u> % FIRST, SECOND and/or THIRD TIER SUBCONTRACTING <u> </u> % SUPPLY PURCHASES <u> </u> % JOINT VENTURES <u> </u> % MENTOR-PROTÉGÉ <u> </u> % OTHER CREDIBLY VIABLE METHODS I understand that this commitment obligates my firm to a substantial good faith effort to achieve the proposed MBE/ESB participation. Our proposal may earn up to 100 prequalification points under PROPOSED GOOD FAITH MINORITY PARTICIPATION EFFORTS. We further commit to reporting MBE/ESB utilization on a monthly basis using the City's MBE/ESB-3 form.			
1. IF YOU ARE PREQUALIFIED: It is not necessary to include another MBE/ESB-1 RFQ form in the bid. The MBE/ESB-1 RFQ form submitted during the RFQ process stands as your firm's record of proposed MBE/ESB participation. 2. IF YOU ARE THE SUCCESSFUL BIDDER: You must submit the MBE/ESB-2 form to report a credible list of legitimate MBE/ESB subcontractors, suppliers, and/or written statements of mentor/protégé or joint venture arrangement within five (5) business days to the Department of Procurement Services. Upon receipt of the MBE/ESB-2 form, the Office of Minority Business Development will approve "Good Faith Efforts" and/or verify MBE/ESB participation before full contract execution.			
☐ NO I, <u> </u> do not wish to earn up to 30 prequalification points for proposed MBE/ESB participation. <i>Authorized Company Officer</i> I acknowledge that my declaration will forfeit the opportunity to earn up to 100 prequalification points, and shall directly impact the level of responsiveness of this application and shall become a matter of record. (<i>Explanation for declaration is encouraged but not required</i>).			
Definitions	MINORITY BUSINESS ENTERPRISE		EMERGING SMALL BUSINESS
	A business at least 51% of which is owned and controlled or 51% minority-owned and operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.		A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in a non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.			
COMPANY NAME		AUTHORIZED OFFICER NAME	
Keep Evolving Consulting		Kamella Emmanuel	

INSTRUCTIONS/ DEFINITIONS

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

Apprenticeship - An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or a business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**
6. **MINORITY BUSINESS ENTERPRISE (MBE)** - A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, and American Indian.
7. **EMERGING SMALL BUSINESS (ESB)** - A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for a certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.



MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
1500 East Main Street, 5th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136

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

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME:		PROJECT NAME/CONTRACT No.		
	KEEP EVOLVING CONSULTING		HR Related Services		
	CONTACT NAME:	PHONE #	Fax#	Email:	
	Kamella Emmanuel	704-629-8213		coachkemmanuel@gmail.com	
BUSINESS LICENSE No.	BUSINESS LICENSING JURISDICTION:		FED ID NO/SSN		
	C2019 078 16162	North Carolina			
PROPOSED PARTICIPATION CODES	A= First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method				ENTER CODES BELOW
OWNERSHIP CODES	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
Minority / Emerging Small Business Commitments	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street Anywhere, USA	54-XXXXXXX	Other Excavation	10%	2
	2 KEEP EVOLVING CONSULTING		HUMAN RESOURCES Related Services	100%	A 1
*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:			TOTAL DOLLAR AMOUNT	\$5000	██████████
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND			TOTAL % OF CONTRACT	10%	
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.					
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.					
SIGNATURE OF AUTHORIZED OFFICIAL:				DATE:	
KR				8/27/2023	