



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia Procurement Division

Proposal Title: Analysis of Impediments to Fair Housing Choice

This is the City of Lynchburg's Request for Proposals (RFP) No. 13-826, issued March 22, 2013. Direct inquires for information should be directed to Lisa Moss: e-mail: lisa.moss@lynchburgva.gov; Phone: 434-455-4228; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 p.m., April 17, 2013. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **4:00 p.m., April 25, 2013**; however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: () _____

_____ Fax: () _____

Signature: _____

Typed or Printed Name, Title


Buyers Signature

I. SUBMISSION OF PROPOSALS

- A. An original, so marked, and six (6) copies, so marked, for a total of seven (7) copies of the Proposal document are required. In addition, one (1) copy of the Proposal in an electronic format, disk or CD in Microsoft Word format or PDF file must accompany the Proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this RFP shall be grounds for the City to reject such Proposals. Telegraphic or facsimile submission of Proposals will not be considered. Nothing herein is intended to exclude any responsible bank or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. The content of the RFP and the successful Offeror's Proposal will become an integral part of the Contract, but may be modified by provision of the Contract. Offerors must be amenable to inclusion in a Contract any information, exclusive of that which is determined to be proprietary, provided either in response to this RFP or subsequently discussed and agreed upon during the selection/negotiation process. The information received will be considered contractual in nature, and will be used in validation and evaluation of Proposals, and in subsequent actions related to Contract execution and performance of responsibilities.
- B. **Submission of Proprietary Information:** Trade secrets or proprietary information submitted by an Offeror in connection with the submittal shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this Section prior to or upon submission of the data or the materials, and must identify the data or the materials to be protected and state the reason why protection is necessary (Section 2.2-4342 of the Code of Virginia). Offerors shall submit, in a separate section of the Proposal, any information that is considered proprietary and copyrighted material, and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare the entire Proposal proprietary nor may the Offeror declare proposed pricing as proprietary. References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal and not in the separate section labeled proprietary shall be considered public information.
- C. Proposals having any erasures or corrections must be initialed in ink by the Offeror.
- D. The City reserves the right to accept or reject any or all Proposals, to waive informalities, and to reissue any RFP and to award a Contract in the City's best interest. The City reserves the right to contract with firms not party to the resultant Contract if determined to be in the City's best interest.
- E. By submitting a Proposal response, the Offeror agrees that the Proposal response will not be withdrawn for a period of one hundred fifty (150) days following the due date for Proposal responses.
- F. By submitting a Proposal response, the Offeror certifies not to have conspired or agreed to intentionally alter or otherwise manipulate the Proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from conducting business with the City.
- G. By submitting a Proposal response, the Offeror certifies the Proposal is made without collusion or fraud and the Offeror has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with the Proposal; and, the Offeror has not conferred with 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.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a Proposal response. All Proposals submitted will become the property of the City.
- I. The City does not discriminate against faith-based organizations.

- J. **COOPERATIVE PROCUREMENT:** This procurement is being conducted by the City of Lynchburg in accordance with the provisions of 2.2-4304 CODE OF VIRGINIA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- K. It is the policy of the City of Lynchburg to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.

II. PURPOSE

The City of Lynchburg is an entitlement jurisdiction under the Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME). As a condition of these federal grants, the City is required to certify to HUD that it shall affirmatively further fair housing goals. This certification is included in the City's annual Consolidated Plan (CP) submission to HUD. Pursuant to this, the City Of Lynchburg desires to solicit services for an Analysis of Impediments (AI) to Fair Housing Choice. The successful Offeror shall perform such an analysis in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP).

The purpose of this Request for Proposal (RFP) is the procurement of services to perform an analysis of impediments to fair housing choice as mandated by HUD regulations pursuant to Section 808(e)(5) of the Fair Housing Act.

The City of Lynchburg invites any qualified Offeror to respond to this RFP by submitting a proposal for Analysis of Impediments to Fair Housing Choice (AI) consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror(s).

III. BACKGROUND

The City of Lynchburg is an entitlement jurisdiction under the Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME). As a condition of these federal grants, the City is required to certify to HUD that it shall affirmatively further fair housing goals. This certification is included in the City's five year Consolidated Plan (CP) submission and annual update to HUD. Pursuant to this, the City of Lynchburg desires to solicit services for an Analysis of Impediments (AI) to Fair Housing Choice.

IV. SCOPE OF SERVICES

The successful Offeror shall perform and prepare an Analysis of Impediments (AI) to Fair Housing Choice, in accordance with all terms, conditions and specifications herein. The AI will pertain to all areas within, and only those areas within, the boundaries of the City of Lynchburg, Virginia. The AI shall be performed and prepared in such manner as to satisfy the expectations of the HUD *Fair Housing Planning Guide*, which is available for review at:

<http://www.hud.gov/offices/fheo/images/fhpg.pdf>.

As indicated by the *Guide*, the AI is a review of impediments to fair housing choice in the public and private sector, and involves:

- A. A comprehensive review of the City's laws, regulations, and administrative policies, procedures and practices relating to housing;
- B. An assessment of how those laws, etc. affect the location, availability, and accessibility of housing;

- C. An assessment of conditions, both public and private, affecting fair housing choice for all protected classes; and
- D. An assessment of the availability of affordable, accessible housing in a range of unit sizes.

With the assessments above, factors that should be analyzed include, but not limited to the following:

- A. Fair housing enforcement;
- B. Access to Transportation;
- C. Employment and affordable child care options;
- D. Education options;
- E. Alternatives for persons with Limited English Proficiency;
- F. Social Service programs;
- G. City of Lynchburg’s zoning and code enforcement;
- H. How the City will work with local housing counseling agencies and other organizations to address impediments to lending and mortgage availability for qualified minority homebuyers, including lending discrimination, predatory mortgage lending, redlining, and foreclosure;
- I. Plans to educate public officials, housing providers, developers, and others of their responsibilities to protect and promote fair housing choice;
- J. An action plan to establish partnerships between housing providers, local government, and local media outlets to develop and market appropriate housing incentives to attract housing applicants to new housing market areas, if any; and
- K. A review beyond acts of intentional housing discrimination to address impediments that have a disparate effect on residents based on their protected class.

“Protected Classes” provided for under Title VIII of the Civil Rights Act of 1968, as amended, include: race, color, religion, sex, disability, familial status, and national origin. In accordance with this legislation, HUD defines impediments to fair housing choice as:

- A. Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices.
- B. Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

Note: *The State of Virginia adds Elderliness and City of Lynchburg adds Age and Marital Status to the protected classes. These additional protected classes must also be considered in the AI.*

As part of performing and preparing the AI, the successful Offeror will be expected to:

- A. In accordance with the City, create public awareness of the project and provide opportunities for community input by conducting public meetings, surveys and/or through other appropriate means.
- B. Identify and prioritize impediments to fair housing choice, and recommend actions to address these impediments.
- C. Prepare and deliver a concluding report to City Administration and City Council containing project background, summary of findings and recommended actions.
- D. Provide drafts of the AI report in progress for review and comment by City staff at stated intervals prior to submission of final document. Intervals to be determined during the negotiation phase.

- E. Provide eight (8) hard copies and two (2) compact disk copies of the final AI report to the City of Lynchburg.

V. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than thirty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. The City reserves the right to request additional information or clarification if necessary throughout the evaluation process.

Offerors should organize the Proposals using the format described below and in the following order:

- A. Title page
- B. Table of Contents
- C. Brief history of the firm including:
 - Years in business as an established firm;
 - Firm principals;
 - Size of firm (denote partnerships or subcontractors necessary to facilitate full service scope);
 - The name, position and telephone number of contact person authorized to conduct negotiations and authorize final contracts or otherwise bind the firm to a contractual relationship; and
 - A specific listing of services the firm is uniquely qualified to provide.
- D. Specific staff experience, by professional and educational qualifications, as it relates to providing services for the project scope including:
 - Demonstrate firm's ability to produce clearly written, objective AI reports;
 - Demonstrate firm's knowledge of Title VIII of the Civil Rights Act of 1968 (Act) as amended and local governments' responsibility to affirmatively further fair housing as mandated by Section 808(e)(5) of the Act;
 - Demonstrate firm's experience or knowledge on topics of local, state, and/or national obstacles, practices, and issues that impact fair housing;
 - Demonstrate firm's experience in conducting comprehensive research including an ability to utilize technology and tools needed to interpret information and create a quality document;
 - Demonstrate firm's ability to complete similar projects within the stated time frame and budget.
- E. Provide a time line and schedule applicable for the proposed project.
- F. Brief summary as to why the firm(s) feels qualified to provide the requested services.
- G. List at least three current and/or past work assignments of similar nature that the firm has directly contracted to provide within the last three years as a reference. For each reference, a brief description of services provided, organizational name, contact person and title, address and telephone number shall be provided.
- H. A qualifying statement as to your firm's registry status with the Virginia State Corporation Commission.
- I. A current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions to provide evidence of the firm's financial stability.
- J. Hourly rate structure for each representative of the firm to be assigned to the project by name and

position/title. Describe any other direct costs not included in hourly rates, and provide an estimated overall fee for services. This fee is a nonbinding estimate and final costs for services will be based on the final scope and contract negotiations with the selected firm.

VI. CRITERIA FOR PROPOSAL EVALUATION

- A. The background, integrity, capability and experience of the Offeror in providing the same or similar services, including the level of experience in working with municipalities and the quality of services performed.
- B. The ability and capacity of the Offeror to promptly, fully and satisfactorily provide the services required by this RFP.
- C. The Offeror's knowledge and understanding of HUD's expectations contained in the *Fair Housing Planning Guide*, and of the fair housing history and issues specific to the City of Lynchburg.
- D. The reasonableness and comprehensiveness of the methods, activities and schedule to be employed by the Offeror in conducting the analysis.
- E. The capability and experience of the Offeror's Project Team.
- G. The availability and accessibility of the Offeror's Project Team while conducting the project.
- H. The ability to demonstrate excellent verbal, written, and interpersonal communication skills.
- I. The reasonableness and competitiveness of the Offeror's proposed project cost, fee and/or benefits to the City. The City is not bound to select the Offeror who proposes the lowest fees or most benefits, and reserves the right to negotiate fees and/or benefits with the selected Offeror(s).

VII. METHOD OF AWARD

Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. At the option of the City, Offerors may be required to give an oral presentation to clarify or elaborate on their proposal. Negotiations shall then be conducted with the selected Offerors. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted, the City shall determine which Offeror has made the best proposal and may award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VIII. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall be incorporated into the negotiated contract. If any Offeror wants to amend or discuss during negotiations any term, the Offeror should set forth any objection, change, or addition in their proposal submission. Otherwise, submission of a proposal by an Offeror will obligate such Offeror to enter into a contract incorporating the terms and conditions of this section.

A. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful Firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

D. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

E. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

The selected firm shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

G. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

I. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

J. Payments to Successful Firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

- 1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
 - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
- 2. Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.

(a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:

- (1) Project name, city and state project number;
- (2) City Project Manager;
- (3) City assigned Contract Number;
- (4) Not to exceed amount or lump sum amount;
- (5) Total payments requested to date;
- (6) Payments received;
- (7) Balance due;
- (8) Invoice number;
- (9) Period during which services were performed; and
- (10) Brief description of work covered by invoice.

(b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

K. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

L. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

M. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

N. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

O. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

P. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Administrative Appeals Procedure

Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than ten (10) business days after announcement of the award or award, whichever comes first.

S. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Consultant agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Consultant shall respond with all information requested within ten (10) calendar days of the date of the request.

U. Conflict of Interests Act

The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

V. Ethics in Public Contracting

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.