

CITY OF ALEXANDRIA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) NO. 1030
CIVIC ENGAGEMENT / COMMUNITY OUTREACH
SERVICES FOR THE ALEXANDRIA WEST SMALL
AREA PLAN

Issue Date: July 25, 2022



The Seal of the City of Alexandria may not be used on any materials in response to this Invitation/Request without written permission from the Purchasing Agent, or unless the requirements of this Invitation/Request specifically call for the Seal to be incorporated in the response.

Proposals are due on August 25, 2022 at 3:00pm EST.

DUE TO COVID CONCERNS

All bids and proposals shall be made electronically. Submit them through the City's ERP system at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>. Bids/proposals sent by mail or by hand will not be accepted.

All documents submitted shall be in PDF format. If a document is not in PDF format the City may determine that the Bidder/Proposer is non-responsive.

SOLICITATION, OFFER AND AWARD			1. CIVIC ENGAGEMENT / COMMUNITY OUTREACH SERVICES FOR THE ALEXANDRIA WEST SMALL AREA PLAN		PAGE 1	OF PAGE 44	
2. CONTRACT NO.		3. SOLICITATION NO. RFP1030	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (ITB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED July 25, 2022	6. PROCUREMENT REQUEST NO.	
7. ISSUED BY Purchasing Division 100 North Pitt Street, Suite 301 Alexandria, VA 22314			8. Submission Instructions: Via City's ERP System at: https://service.alexandriava.gov/MSS/Vendors/default.aspx Proposals shall only be submitted electronically				
Issued pursuant to City Code Title 3, Chapter 3 and Virginia Code Title 2.2, Chapter 43							
SOLICITATION							
9. Proposals for furnishing the goods or services in the Schedule will be received at the place specified in item 8, until: 3:00P.M. local time In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith based organizations in the performance of its purchasing activity.							
10. FOR INFORMATION CONTACT:		A. NAME Jordan Howar jordan.howar@alexandriava.gov			B. TELEPHONE NO. (Including area code) (NO COLLECT CALLS) 703-746-3997		
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OFFER (Must be fully completed by offeror)							
12. The undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered to the designated point(s), within the time specified in the Schedule.							
13. DISCOUNT FOR PROMPT PAYMENTS		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENT OF AMENDMENTS The proposer acknowledges receipt of amendments to the SOLICITATION and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)					
15B. TELEPHONE NO. (Including area code)	15C. E-MAIL ADDRESS	17 SIGNATURE			18. OFFER DATE		
AWARD (To be completed by City)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APROPRIATION			
24. ADMINISTERED BY (IF OTHER THAN ITEM 7) Department of Planning and Zoning Division of Neighborhood Planning and Community Development 301 King St., Suite 2200 Alexandria, VA 22314				25. PAYMENT WILL BE MADE BY Department of Finance Accounting Division 100 N. Pitt St., Suite 305 Alexandria, VA 22314			
26 NAME OF CONTRACTING OFFICER (Type or print) Darryl Jackson				27. CITY of ALEXANDRIA, VA: (Signature of Contracting Officer)		28. AWARD DATE	

NOTICE PROPRIETARY/CONFIDENTIAL INFORMATION

Any records submitted to the City of Alexandria, VA (City) are available for inspection and copying upon request by any person or entity pursuant to the Virginia Freedom of Information Act. **Any records the vendor believes to be exempt from disclosure must be specifically identified by the vendor on the submitted documents. The vendor may designate documents as trade secrets or proprietary information exempt from disclosure when submitting documents; however, designating the entire submission, prices, or any portion of the submission that does not contain trade secrets or proprietary information is prohibited by Virginia law. The vendor agrees to indemnify and hold harmless the City for loss, cost or expense resulting in whole or in part from any such identification or any denial of inspection based thereon.**

EVENTS	DATES
RFP Issuance	July 25, 2022
Deadline for Receipt of Vendor Questions	August 10, 2022 4:00pm EST
City Issues Responses to Vendor Questions via Amendment	August 16, 2022
Proposal Due Date and Time	August 25, 2022 at 3:00 PM EST
Proposal Award Date	TBD

SECTION B: SERVICES AND PRICES/COSTS

This solicitation/Contract is to furnish and deliver all materials, labor and equipment necessary to perform scope of work as defined in Section C of this solicitation for work in the City in accordance with the solicitation/Contract specifications as defined herein.

NOTE: The total cost shall include all fully burdened costs associated with the deliverables and services as indicated in the Specifications, to include all labor, material, equipment, and any associated fees.

COST PROPOSAL

Proposers shall provide a detailed cost proposal based on their proposed Community Engagement Plan. The cost proposal shall show tasks, hours per task per person/title, hourly rates per person/title. It shall be submitted in an Excel format and uploaded separately from the technical proposal. Additionally, the proposer shall complete the table below using the subtotals and total from the Excel sheet providing the details.

Contract Line Item	Description	Total Cost
001	Professional Services - All Tasks	
002	All Expenses – Direct and Indirect	
	Total	

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 INTRODUCTION

The purpose of this solicitation is to establish a contract with an interested and qualified firm to develop and implement a Community Engagement Plan and communication strategy for the Alexandria West/Beauregard Small Area Plan update planning process.

C-2 GENERAL OVERVIEW / BACKGROUND / PROJECT LOCATION

The City of Alexandria, Virginia (City) is an urban community of 15.75 square miles with a population of approximately 165,000. With its stable residential neighborhoods, its historic districts, and its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses. The City provides a comprehensive range of municipal services including education; health; welfare; housing and human services programs; public safety and administration of justice; community development; recreation; libraries; consumer assistance; cultural and historic activities; and transportation and environmental services and planning.

The City is conducting an 18-month community planning process to update the land use recommendations of the [1992 Alexandria West Small Area Plan](#) chapter of the [Alexandria Master Plan](#) to develop guidance for potential future redevelopment sites and to address strong market pressure to convert existing office space to residential uses. In addition, the planning effort will address elements of the adjoining [2012 Beauregard Small Area Plan](#) chapter of the Master Plan that require strategic updates.

As shown in Figure 1, these two plan areas combined comprise a 1,200-acre area of the City that includes residential, retail, office, and commercial uses, and natural and open space areas. This area of the city is home to a diverse, multicultural population of approximately 13,000 residents; 35% are black or African American and 23% are Hispanic or Latino. Languages spoken in the home include English, Amharic, Arabic, and Spanish, with 21% of residents having limited English proficiency. Approximately 70% of households are renter households and the median household income is \$73,000.

Project Location

The planning process will address the land area within the boundaries of the Alexandria West and Beauregard Small Area Plans, with some areas that will be focus areas with a higher level of Plan guidance/detail and others that will be more general.

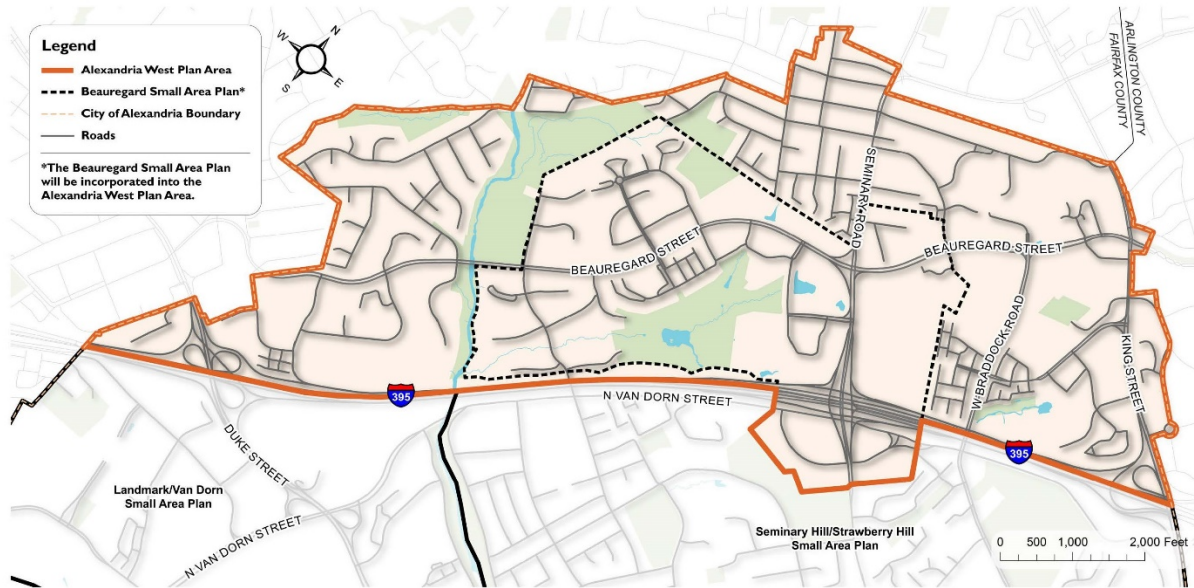


Figure 1: Plan Area (comprises the Alexandria West and Beauregard Small Area Plans)

C-3 PURPOSE

The City is seeking a Community Engagement Consultant (CEC) to work with City staff on developing and implementing a multifaceted Civic Engagement Plan (CEP) and communications strategy for the planning process for this portion of the City.

The community planning process will include approaches such as visioning sessions, open houses, informal pop-up events, and online engagement, in order to obtain feedback from all stakeholders with a focus on those groups that have been typically underrepresented, including non-English speaking residents, minority residents, and low-income households and renters. Input received from the community will inform the vision, goals, and principles of the Plan.

Plan topics will be elements such as land use, height, transportation, connectivity, open space, and affordable housing.

The successful CEC will have 1) an understanding of the principles of urban planning and community planning processes; 2) demonstrated success in engaging and communicating with multicultural and diverse and historically marginalized populations; 3) an understanding of the intent of [Alexandria's Civic Engagement Policy](#) with a focus on equity; and 4) demonstrated experience utilizing traditional and innovative, low- and high-tech methods to successfully engage targeted populations, especially in a COVID/post COVID environment.

The successful Proposer shall provide all goods, services, labor, and insurance necessary to complete this project in accordance with the specifications listed herein. Work shall be completed consistent with current applicable codes and City requirements.

C-4 PROJECT SCHEDULE

The process is anticipated to launch publicly in November 2022 and conclude in May 2024. The City's intent is to have the selected CEC on board the project by September 2022 to develop and finalize the CEP, communications strategy, and associated materials. The estimated project schedule and general milestones follow below:

- **Pre-Launch: September -October 2022**
 - Notice to Proceed/Kick-off meeting with selected consultant and City staff
 - Selected consultant/City staff develop CEP and communications strategy
 - Develop project collateral and pre-launch video
 - Biweekly meetings with City staff
- **Phase 1: Project Launch, November 2022 – Feb 2023**
 - November - Launch the Community Engagement process
 - Produce engagement materials
 - Host community engagement activities (multiple modes, times, locations) to gather feedback
 - Synthesize, report out on feedback
 - Biweekly meetings with City staff
- **Phase 2: Planning Process, March-August 2023**
 - March – Release draft concepts for community comment
 - Produce engagement materials
 - Host community engagement activities (multiple modes, times, locations) to gather feedback
 - Synthesize, report out on feedback
 - Biweekly meetings with City staff
- **Phase 3: Planning Process, September 2023 – January 2024**
 - September - Release revised draft concepts for community comment
 - Produce engagement materials
 - Host community engagement activities (multiple modes, times, locations) to gather feedback
 - Synthesize, report out on feedback
 - Biweekly meetings with City staff
- **Phase 4: Planning Process, February-May 2024**
 - Release final draft plan
 - Produce engagement materials
 - Host community engagement activities (multiple modes, times, locations) to gather feedback
 - Synthesize, report out on feedback
 - Biweekly meetings with City staff

C-5 PROJECT SCOPE / SPECIFICATIONS

The City intends to provide an outreach and engagement process that reaches a broad spectrum of the community, beyond the typical public meetings that usually draw the most active community participants but are not typically representative of the population served. The City is prioritizing equitable engagement, placing particular importance on engaging hard-to-reach communities, in addition to those stakeholders and stakeholder groups that are typically well represented in the City's planning processes. Targeted groups include but are not limited to:

- Renters
- Residents of Affordable housing
- Residents for whom English is not their first language
- Racial and ethnic minority groups and organizations
- Business owners
- Faith-based organizations

After Notice to Proceed, the selected CEC will meet with City staff to discuss the purpose and desired outcomes of the community engagement process and agree on steps to finalize a CEP.

The City has purposely put little structure to the requirements of the engagement plan to encourage Proposers to bring their own experience to develop a creative and unique plan catered to this area of Alexandria. Proposals should outline all community involvement activities, such as types of strategies and their associated goals; key groups and stakeholders to engage per direction above; formats of events; methods of communication; and other key information. The proposal should include some degree of optionality (at least two options) to demonstrate the benefits of different approaches and how the City might get the best results.

The proposed CEP should utilize alternative ways to engage a broad cross-section of the community such as short videos, engagement infographics, meeting people where they are (i.e. pop-up events), social media including What's App (in compliance with City standards, staff will advise), and online engagement. To ensure a broad representation of the community, the proposed engagement approach should demonstrate cultural competency, and in addition to English, engagement activities should be conducted in Spanish, Amharic, and Arabic, the dominant languages in the planning area, .

Proposers are allowed flexibility in preparing their proposed schedules and will be adjusted accordingly after the CEP has been finalized with the successful proposer.

The selected consultant will implement the CEP developed with City staff.

In addition to the City's goals for the CEP identified above, the selected consultant will:

- Be responsible for producing graphics and materials used in outreach activities in Spanish, Amharic, and Arabic. Engagement materials should be graphic rich to appeal to the broadest cross-section of the population. Materials may also be used in City communications.
- Assist with preparation for and post-engagement work for all engagement events.

- Staff all in-person events, with the ability to interact in multiple languages.
- Coordinate with City staff to host online opportunities to participate and provide reports/summaries of online feedback.
- Coordinate with City staff to collect and synthesize community feedback from all sources.
- Produce a minimum of three short and simple videos in multiple languages to introduce the community to the process, encourage participation, and present complex topics in simple, understandable ways.

C-6 DELIVERABLES/CITY PROVIDED ASSISTANCE

A. DELIVERABLES

a. Community Engagement Plan and Communications Strategy

The CEC will develop a CEP and Communications Strategy that addresses the entire planning process timeframe. Upon negotiations between the selected Proposer and City staff, the final CEP will be approved, and consultant tasks/deliverables will be finalized.

The Project Approach and CEP proposal comprise 40% of the scoring for this RFP. As previously noted, the City has purposely put little limitation on the details of the plan to encourage Proposers to develop a creative and unique plan catered to this area of Alexandria. Discussion of options for engagement and the benefits and advantages of given approaches should be provided. City goals for the CEP include:

- Engage and obtain feedback from a broad spectrum of the community with a focus on historically marginalized populations;
- Build trust with community members;
- Present concept options and trade-offs to the community for their consideration;
- Have a diverse approach to outreach and communication; and
- Transition from understanding people’s values to developing the vision for the area.

b. Materials, Staffing, and Post-Production Work for In-person and Virtual Engagement Events

The CEC will prepare all graphics, materials, feedback forms, and supplies for all in-person and virtual meetings identified in their CEP. The CEC will staff all engagement events and will facilitate community meetings in coordination with City staff with the exception of City Council or Planning Commission meetings. The CEC will synthesize all feedback from engagement events to inform plan concepts and recommendations.

c. Translation Services

The CEC will be responsible for providing written translation and interpretation services for all materials and meetings in Spanish, Amharic, and Arabic as necessary. City staff may be able to provide limited assistance, but Proposers should assume the bulk of

translation services as part of their proposal. Proposers shall provide a cost proposal for document translation as well as an hourly rate for in-person and online meeting translators.

d. Social Media content creation

The CEC shall provide social media content for use on the City's social media outlets.

B. CITY PROVIDED ASSISTANCE

a. Staffing

The City will have a Project Manager assigned to the project that will serve as the primary contact for the CEC. Additional staffing will be available to assist the CE consultant with engagement events.

b. Graphics

The CEC will be responsible for providing all materials and non-technical graphics. Technical graphics such as maps, concepts, renderings, and design drawings will be provided by City staff.

c. Preliminary stakeholder list

The City has prepared an initial stakeholder list that will be provided to the consultant as a baseline. However, throughout the community engagement process, and utilizing the consultant's background and expertise, this list shall be modified and expanded throughout the early stages of the project.

d. Social Media postings and platform

City staff will provide the social media platforms and post material developed and provided by the CEC.

e. Resources

The following documents/links are provided as background for the CEC to use as a baseline of work completed to date for this project.

- [City of Alexandria Master Plan site](#)
- [1992 Alexandria West Small Area Plan](#)
- [2012 Beauregard Small Area Plan](#)
- [Alexandria's Civic Engagement Policy](#)

SECTION D: [NOT USED]

SECTION E: INSPECTION AND ACCEPTANCE**E-1 INSPECTION BY CITY**

Inspection and acceptance of the services to be furnished hereunder shall be made by the COTR. Periodic and daily site visits may be made by the City or hired consultants.

E-2 INSPECTION BY CONTRACTOR

- A. Contractor shall assume all responsibility for guaranteeing the quality of all components, equipment, supplies, and services.
- B. City inspections are for the sole benefit of the City and do not:
 - 1. Relieve the Contractor of responsibility for providing adequate quality control measures;
 - 2. Constitute or imply acceptance; or
 - 3. Affect the continuing rights of the City after acceptance.
- C. The presence or absence of a City Inspector does not relieve the Contractor from any Contract requirement, nor is the Inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- D. If any of the services do not conform to Contract requirements, the City may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, the City may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements, and
 - 2. Reduce the Contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to perform promptly the services again or take the necessary action to ensure future performance in conformity with Contract requirements, the City may:
 - 1. By contract or otherwise perform the services and charge the Contractor any cost incurred by the City that is directly related to performance of such service, or
 - 2. Terminate the Contract for default.

E-3 CLAIMS FOR DAMAGES

- A. The risk of loss will be on the Contractor until completion and acceptance and after any rejection, unless loss results from negligence of City.

- B. Should a party to this Contract suffer injury or damage to person or property because of any act or omission of Contractor or any of their employees, subcontractors, agents or others for whose acts the Contractor is legally liable, a claim for damages shall be made in writing within a reasonable time after the first observance of such injury or damage. The liability for such actions is borne by the Contractor.
- C. Should damage to person or property result from an act of omission; accident; or third party, the Contractor shall promptly notify the City of the incident; and pursue a claim for compensation against the appropriate insurance of third party or Contractor. This does not include damages related to force majeure.

SECTION F: DELIVERY OR PERFORMANCE

F-1 PLACE OF DELIVERY

Services shall be performed in accordance with all requirements contained herein, and per all specifications incorporated by reference and specified in solicitation/Contract. Additional locations may be identified and authorized by change order signed by the Contracting Officer during the Contract term.

F-2 PERIOD OF PERFORMANCE

If an award is made, the Contractor shall commence the project within fourteen (14) calendar days after the NTP has been disseminated. The Contractor shall complete all phases of this project within 545 Calendar Days. The Contractor's schedule shall be structured to meet or exceed this objective.

F-3 TIME OF DELIVERY/SCHEDULING

Services shall be performed in accordance with all requirements contained herein, and per all specifications incorporated by reference and specified in solicitation/Contract.

SECTION G: CONTRACT ADMINISTRATION DATA

G-1 DEFINITIONS

Wherever the words defined in this section or pronouns used in their stead occur in the solicitation, specifications, Contract or bond, shall have the meanings here given.

- A. **ACCEPTANCE:** In terms of goods, approval of the Contractor's invoice for such goods by the COTR after a reasonable opportunity to inspect, and in terms of services, approval of the Contractor's invoice for such services by the COTR.
- B. **BUSINESS DAY:** Any day other than Saturday, Sunday, City holiday, or other day on which the City is closed.

- C. CALENDAR DAY: Any day in a month, from midnight to midnight, including weekends and holidays
- D. CHANGE ORDER: A written order to the Contractor, signed by the Purchasing Agent, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.
- E. CONTRACTING OFFICER: Duly authorized agent for the City acting solely in their respective capacity.
- F. CONTRACTING OFFICER'S REPRESENTATIVE (COR): The Contracting Officer's duly authorized agent acting solely in their respective capacity. The COR is responsible for administering the awarded Contract in response to this solicitation; however, no authority to modify any provisions of this Contract is authorized.
- G. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): The Contracting Officer's Representative's duly authorized agent acting solely in their respective capacity. The COTR is responsible for technical assistance in administering the Contract; however, no authority to modify any provisions of this Contract is authorized.
- H. CONTRACTOR: The party of the second part or the agent appointed to act for said party, entering into the Contract for the performance of the work required by it.
- I. CONTRACT: a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the RFP, which obligates the Contractor to furnish goods and/or services to or on behalf of the City, and the City to pay for the goods and/or services furnished. The Contract shall specifically identify all other Contract Documents and includes, but is not limited to, the following documents:
 - 1. RFP;
 - 2. Addenda issued related to the RFP;
 - 3. Proposer's signed Offer and Award Form and all other documents submitted by the Proposer to the City in response to the RFP;
 - 4. Notice of Award issued for the RFP;
 - 5. Schedule(s);
 - 6. Purchase order(s) issued for Work to be performed; and
 - 7. Change Order(s) issued pursuant to the Contract.
- J. CULTURAL COMPETENCY: A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals and enable that system, agency, or those professions to work effectively in cross-cultural situations.
- K. DAILY: Monday through Sunday.
- L. FINAL PAYMENT: The payment of the balance of the Contract Sum, following the Acceptance of all goods and/or services delivered pursuant to the Contract.

M. LIVING WAGE: The hourly wage rate to be paid to an employee as required by Section 3-3-31.1 of the Alexandria City Code and published on the City's website at the time of Contract execution.

N. WORK: The goods and/or services required to be delivered by the Contractor pursuant to the Contract.

G-2 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) and CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The following individual is appointed as the authorized COR:

Karl W. Moritz, Director, Department of Planning and Zoning
Alexandria City Hall
301 King Street, Room 4100
Alexandria, VA 22314
Telephone: (703) 746-3804

The following individual is appointed as the authorized COTR:

Katherine Carraway, Urban Planner, Department of Planning and Zoning
Alexandria City Hall
301 King Street, Room 3600
Alexandria, VA 22314
Telephone: (703) 746-

The COR/COTR is responsible for administering any orders placed hereunder. No authority to modify any provisions of this Contract is granted.

Any deviation from the terms of the Contract must be submitted for contractual action to the following Contracting Officer:

Darryl Jackson, CPPB
Contracting Officer
100 North Pitt St., Suite 301
Alexandria, VA 22314
Telephone: (703) 746-4298

The Contractor shall contact the COR/COTR to coordinate Contract requirements.

G-3 PAYMENT TO CONTRACTOR-INVOICING

The Contractor shall comply with the following reporting and billing requirements for P&Z clients:

- A. In a mutually agreed format maintain client records and submit by the Tenth (10th) calendar day of the following month an invoice containing the following to P&Z electronically, by US Mail, or in person.

1. Invoice format shall be determined by the COTR and the Consultant prior the issuance of the first invoice, but at a minimum contain the following:
 - i. Contract name
 - ii. RFP Number
 - iii. Name of Person, Position, Rate per Hour, and Hours Worked
 - iv. Timesheets for Persons in the Invoice
 - v. All Expenses (pre-approved)

- B. The monthly billing, financial and client service reports shall be received by the COTR by the Tenth (10th) Calendar Day of each month. If the 10th falls on a weekend or holiday, the Contractor shall submit billing reports on the last business day before the 10th of the month. The format for invoices shall be determined by the COTR. All invoices shall be signed by the Contractor and accompanied by timesheet reports for each person included on the invoice.

- C. Invoices must contain all required information as listed above. Any time frames governing payment under this Contract shall be null and void if invoices are not complete.

G-4 PAYMENT TO CONTRACTOR

- A. Payment: The City shall pay and the Contractor shall accept payment for services after the City's receipt of a correct invoice per the Contract requirements.

- B. City's Right to Withhold Payment: The City may withhold payment to such extent as may be necessary to protect the City due to loss because of:
 1. Defective Work not remedied;
 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 5. Damage to the City or another contractor;
 6. Reasonable evidence that the Work will not be completed within the Contract Period;
 7. Persistent failure to carry out the Work in accordance with the Contract Documents; or
 8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor of any of its Subcontractors.

- C. Waiver of Claims: The Contractor's acceptance of Final Payment constitutes a waiver and release of all claims not expressly reserved in writing by the Contractor.

- D. Payment Terms: Payment will be made within forty-five (45) days after receipt of Contractor's complete invoice by the City (unless otherwise provided for in the

Contract), provided that the CTOR has determined all Contract specifications have been complied with and that all Contract administration requirements have been met and accepted by the City.

G-5 BASIS OF PAYMENT

Services will be paid at the price specified in the solicitation/Contract. The price shall be payment in full for all labor, equipment, and materials, all other items incidental to the work for which a separate and distinct pay item has not been established.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 INTERPRETATION OF CONTRACT: NOTICE OF AMBIGUITIES

- A. This written Contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the Contract will not be strictly construed against the drafter of the Contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
- B. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the COTR at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H-2 SUBCONTRACT SERVICES

The Contractor shall identify prospective subcontractors in their proposal submission (**Attachment J-7**)

H-3 INSURANCE REQUIREMENTS

The Contractor shall be required to maintain, in force, insurance as described below and approved by the City for the duration of the Contract. Insurance coverage shall be a Contract specific or occurrence based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable.** Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **City of Alexandria, VA, shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, defend and

hold harmless the City, for any and all liability, claims, expenses, lawsuits, etc., arising from this Contract.

Insurance policies must be acceptable to the Contracting Officer, and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the Commonwealth of Virginia.

A. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the Commonwealth of Virginia, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.

B. AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the Commonwealth of Virginia whether vehicle is registered in Virginia or not.

C. COMMERCIAL GENERAL LIABILITY REQUIREMENTS

The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all subcontractors with limits no less than:

- A. \$2,000,000.00 Annual Aggregate
- B. \$1,000,000.00 Per Occurrence
- C. \$1,000,000.00 Products and Completed Operations
- D. \$1,000,000.00 Personal and Advertising Injury

D. UMBRELLA LIABILITY COVERAGE

\$2,000,000.00 Per Occurrence

E. SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall also require all first-tier subcontractors who will perform work under this Contract to procure and maintain Virginia statutory limits of Workers' Compensation insurance. The Contractor shall furnish the Contracting Officer's Representative satisfactory evidence of subcontractors' insurance PRIOR to the subcontractor starting work.

H-4 CONTRACTOR'S PERSONNEL REQUIREMENTS

- A. The Contractor's personnel shall be completely familiar with the specifications and methods required for proper performance of the Work.
- B. Contract management staff should be available to P&Z staff between 8:00 a.m. and 5:00 p.m., prevailing local time, Monday through Friday.
- C. Contractor shall be responsible at all times for the actions and work of its personnel and consistently and effectively enforce written policies, established by the Contractor, including those governing employee behavior, substance use, and relations with City staff and the public.
- D. Contractor shall assure that all personnel provided by Contractor maintain a courteous and respectful attitude at all times. Contractor shall make sure temporary and permanent employees are cordial, punctual, and professional. Contractor must inform P&Z in writing of any client and staff related concerns and the plan of action that will be executed to rectify concerns.

H-5 CHANGES

- A. Change Orders: The City may order a change in the Work consisting of an addition, deletion, or modification and such change may require the Contract Sum and Time(s) for Performance to be adjusted accordingly. Any change in the Work shall be authorized only by a written Change Order signed by the Contracting Officer.
- B. Ordering Option: The Contractor agrees to provide additional quantities of services in excess of the amount stated in the Contract at the same prices stated in the Contract for the term of the Contract, unless otherwise stated in the pricing schedule or Contract. The price of any such additional quantities shall be added to the Contract Sum by Change Order.
- C. Annual Price Adjustment: Price increases are not automatic. The Contractor may request a price increase on each annual anniversary date of the Contract. The Contractor's written request must be submitted no later than fifteen (15) Business Days prior to the annual anniversary date of the Contract. Any price increases requested after the fifteen (15) Business Day period shall not be retroactive to the Contract's annual anniversary date but will be effective on the date of any written approval by the Purchasing Agent. Any such price increase(s) shall be limited to the percentage calculated by the United States Department of Labor, Bureau of Labor Statistics, as the Consumer Price Index for All Urban Consumers (CPI-U), Washington-Arlington-Alexandria, DC-VA-MD-WV, all items index, not seasonally adjusted. If there is a decrease in the CPI-U, at the time of the Contract's annual anniversary, the City will reduce the price(s) in the Contract by the percentage of decrease in the referenced index.

- D. Option Periods: If the Contract includes one or more option periods, any Contract renewal shall be authorized by Contract Modification.

PART II - CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

I-1 ETHICS IN PUBLIC CONTRACTING

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. (Code §2.2-4367 et seq.), Alexandria City Code § 3-3-121 et seq.; the State and Local Government Conflict of Interest Act, Code of Virginia § 2.2-3100 et seq.; the Virginia Governmental Frauds Act, Code of Virginia § 18.2-498.1 et seq.; and Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, all as the same may be amended from time to time and are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

I-2 INDEPENDENT PRICING

"THE OFFEROR CERTIFIES that:

- A. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other bidder or competitor relating to these prices;
- B. The prices in this offer have not been nor will be disclosed knowingly directly or indirectly to any other offeror or competitor before bid opening or Contract award unless otherwise required by law; and
- C. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition.

I-3 ASSIGNMENT

- A. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- B. Any assignment or reassignment under this clause shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this Contract.

I-4 EQUAL EMPLOYMENT OPPORTUNITY

- A. Discrimination Prohibited: The Contractor hereby agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Affirmative Action: The Contractor hereby agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Alexandria City Code to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria (the "Commission") and approved by the City Council of the City of Alexandria.
- C. EOE Statement: The Contractor hereby agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.
- D. Notice to Labor Unions: The Contractor hereby agrees to notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- E. Reports to the City: The Contractor hereby agrees to submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the Administrator may request more frequent special reports of particular employers provided the Commission has found such employers to have violated any provision of Chapter 4 of Title 12 of the Alexandria City Code.
- F. Compliance with Federal Requirements Sufficient: 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.
- G. Accommodation of Disabled Workers: The Contractor hereby agrees to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- H. Reasonable Accommodations: For the purposes of this section, reasonable accommodation may include: (i) making facilities used by employees readily accessible to and usable by persons with a disability; and (ii) job restructuring, part-

time or modified work schedules, the acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

- I. Undue Hardship: In determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:
 - 1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities, and the size of the budget;
 - 2. The Contractor's type of operation, including the composition and structure of the Contractor's work force; and
 - 3. The nature and cost of the accommodation needed.
- J. Refusal to Employ: The Contractor may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- K. Subcontracts: The Contractor hereby agrees to include the provisions in Subsections A through J in every subcontract so that such provisions will be binding upon each subcontractor.
- L. Non-compliance: In the event of the Contractor's noncompliance with any provision of this equal employment opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

I-5 FEDERAL, STATE, AND LOCAL TAXES

- A. Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the City, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the City is exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim exemption under, any tax exemption to which the City is entitled.
- B. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, except as provided at subpart C below, if a statute, court decision, written ruling, or regulation takes effect after the Contract Date, and:
 - 1. results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property as of the Contract date, the Contract price shall be increased by the amount of such tax or duty or rate increase actually paid by the Contractor, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or

2. results in the Contractor not being required to pay any such Federal excise tax or duty which would otherwise have been payable on such transactions or property as of the Contract date or which was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief refund, or drawback, or that amount shall be paid to the City. The Contract price shall be similarly decreased if the Contractor, through its fault or negligence or its failure to follow instructions of the City, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- C. Paragraph (B) above shall not be applicable to social security taxes or to any other employment tax.
 - D. No adjustment of less than \$100 shall be made in the Contract price pursuant to paragraph (B) above.
 - E. As used in paragraph (B) above, the term "Contract Date" means the date set for bid opening, or if this is a negotiated contract, the Contract Date. As to additional supplies or services procured by modification to this Contract, the term "Contract Date" means the date of such modification.
 - F. The Contractor shall promptly notify the City of matters which will result in either an increase or decrease in the Contract price, and shall take action with respect thereto as directed by the City.

I-6 INDEMNIFICATION

- A. To the extent permitted by law, the Contractor shall indemnify and save the City harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against the City, its agents and employees, or which the City may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or Subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.
- B. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts with respect to any and all claims against the City or any of their agents or employees or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

I-7 CHOICE OF LAW; VENUE

This Contract is governed by the applicable provisions of the Alexandria City Code and the laws of the Commonwealth of Virginia. Any actions arising out of this Contract shall only be brought in the Circuit Court for the City of Alexandria, Virginia.

I-8 COMPLIANCE WITH APPLICABLE LAW

The offeror hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to payment of any monies due and owing the Commonwealth of Virginia, or any department of unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with §40.1-29 section 11-4.6 of the Code of Virginia regarding non-payment of wages.
- D. It shall comply with all Federal, State, and Local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- E. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- F. Contractors are expected to be familiar with and comply with all Federal, State, and Local Laws, Ordinances, Codes, and Regulations that may in any way affect the service offered. Ignorance on the part of the Contractor will in no way relieve it from responsibility for compliance.

I-9 SEVERABILITY

In the event any portion of this solicitation/Contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the City to sever only the invalid portion or provision, and that the remainder of the solicitation/Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/Contract, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the City in entering into this solicitation/Contract.

I-10 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the City and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

I-11 ASSIGNMENT OF RISK

The Contractor shall bear all risk of loss with respect to all materials, improvements, and property until final acceptance, by the City, of the Work.

I-12 ORAL MODIFICATION

No oral statements of any person whatsoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

I-13 CLAIMS AND DISPUTES

- A. Claims: Contractual claims shall be submitted in writing not later than sixty (60) calendar days after the date of the final payment, provided however, that any claim not expressly reserved by the Contractor at the time of final payment, shall be deemed to be forever waived and released. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the work upon which the claim is based. Written notice of the Contractor's intention to file a claim shall not be sufficient unless Contractor complies with each of the following:
1. The Contractor shall, within five (5) business days after the occurrence of the event giving rise to such claim or the beginning of the work upon which the claim is based, deliver to the Purchasing Agent and the Contracting Officer's Technical Representative written notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.
 2. Within twenty (20) business days after delivering such notice, the Contractor shall deliver to the Purchasing Agent and the Contracting Officer's Technical Representative a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed to be waived.
 3. The Purchasing Agent or its designee shall make a determination of the claim within fifteen (15) business days after receipt of the itemized breakdown described in subparagraph (2) above, which decision shall be the final determination of the City.
- B. Continuation of Work: The filing of a claim by the Contractor does not relieve the Contractor from their contractual duties relevant to the unaffected portion of the Work. The Contractor shall follow the City's direction concerning the Work, both under claim and unaffected.
- C. Claims against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.
- D. Disputes: Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Code of the City of Alexandria, as it may be amended from time to time.

I-14 PROCEDURES FOR SUBMITTING A BID OR PROPOSAL

- A. The bidder/proposer shall review and comply with the requirements of the bid/proposal and ensure that all required information is provided and required forms are executed and returned with its bid/proposal.
- B. A bid/proposal shall contain the original signature of an individual who is authorized to bind the bidder/proposer. The original signature shall be provided on all bid/proposal documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable, except in cases where the bidder/proposer submits its bid through the City's ERP system.

I-15 WITHDRAWAL OF BID OR PROPOSAL**A. BIDS:**

1. A bidder may withdraw its bid from consideration at any time prior to the bid opening by notifying the Contracting Officer in writing of such withdrawal.
2. Subsequent to the commencement of the bid opening procedure, a bidder may withdraw its bid from consideration if the price bid was substantially lower than other bids due solely to a mistake therein, provided: (i) that the bid was submitted in good faith; (ii) that the mistake was a clerical mistake as opposed to a mistake in judgment and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid; and (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Contracting Officer's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
3. The bidder shall give notice in writing of their claim of right to withdraw within two (2) business days of the conclusion of the bid opening procedure and shall submit original work papers, documents, and materials with such notice. The bidder shall submit the notice and documents to the Contracting Officer.

B. PROPOSALS:

1. A proposer may withdraw its proposal from consideration at any time prior to the submission due date and time by notifying the Contracting Officer in writing of such withdrawal.

I-16 LATE BIDS OR PROPOSALS

All submissions must be received by the due date and time stated herein. The City will not accept any bid/proposal received after the deadline.

I-17 PROTESTS AND APPEALS

Information regarding protests and appeals is provided in Article G, Chapter 3, Title 3 of the Alexandria City Code.

I-18 TERMINATION

- A. Non-Appropriation of Funds: This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
- B. Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) calendar days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of:
1. The actual cost of any work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus ten percent (10%), or
 2. The pro rata percentage of completion based upon the Schedule of Values plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof.
- C. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Section I-21, insofar as they pertain to amounts claimed to be due hereunder.
- D. Termination for Default:
1. The parties agree that:
 - a) If the Contractor fails to begin the work when required to do so; or
 - b) If, at any time during the progress of the work, the City determines that the Contractor is not prosecuting the work with reasonable speed and diligence, or is delaying the work unreasonably or unnecessarily; or

- c) If the force of workmen or the quality or quantity of material furnished is not sufficient to insure completion of the work within the Contract period and in accordance with the Contract documents; or
 - d) If the Contractor fails to make prompt payments to suppliers or to subcontractors for the work performed in connection with this Contract; or
 - e) If the Contractor fails in any manner of substance to observe the provisions of this Contract; or
 - f) If any of the work, machinery, or equipment is defective and is not replaced as herein provided; then the City, without prejudice to any other rights or remedies it may have hereunder, shall have the right to declare the Contractor in default in whole or in part. In the event the City elects to declare the Contractor in default, the City shall notify the Contractor and its sureties by written notice describing the nature of the default and providing the Contractor a right to cure such default within ten (10) calendar days after the date of the notice, or within such longer period as the City, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the City, the City shall have the right to take any actions necessary to correct or complete the work, provided however, that if the Contractor is declared to be in default under this paragraph more than twice during the course of performance of this Contract, then upon the third or subsequent such default, the City may proceed to terminate the Contract without further notice to the Contractor or the surety, whether such prior default(s) shall have been cured.
2. The parties further agree that:
- a) If legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and to potentially subject the City to the peril of litigation or outside claims; or
 - b) If the Contractor is adjudicated bankrupt or makes an assignment for the benefit of creditors; or
 - c) If in any proceeding instituted by or against the Contractor, an order is made or entered granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or
 - d) If a receiver or trustee is appointed for the Contractor or the Contractor's property; or
 - e) If this Contract or any part hereof is sublet without the prior written consent of the City; or
 - f) If this Contract or any rights, monies, or claims hereunder are assigned in whole or in part by the Contractor, otherwise than as herein specified; or
 - g) If the work to be done under this Contract is abandoned; then, without prejudice to any other rights or remedies the City may have, the City shall have the right to terminate this Contract immediately, upon written notice to the Contractor.
3. Immediately, but no later than three (3) business days after receipt of notice of termination under subparagraphs (A) or (B) of this section, the Contractor shall discontinue all further operations in connection with the work, or such specified part thereof, and shall immediately vacate the site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.

4. If the Contractor defaults or neglects to perform the work in accordance with the Contract documents and fails within a three (3) business days period after receipt of written notice from the City to commence and continue correction of such default or neglect, the City may, without prejudice to the other rights the City may have, correct such defaults or deficiencies by such means and in such manner, by contract with or without public letting, or otherwise as it may deem advisable, utilizing for such purpose without additional cost to the City such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable and may take any or all of the following actions:
 - a) Delete part or parts of the work from this Contract and contract to have it performed by others;
 - b) Supplement the Contractor's work force;
 - c) Withhold payments due the Contractor and use such payments to satisfy any claims for monies owed by the Contractor in connection with the project, in accordance with G-4;
 - d) Replace or repair any defective work, machinery or equipment; or
 - e) Terminate the Contractor.

5. The Contractor and its sureties shall bear all costs associated with completing or correcting the work, including without limitation, the cost of re-letting, the amount of any liquidated damages, and any and all costs incurred in connection with the actions listed in this section. Any costs incurred in connection with completing or correcting the work shall be deducted from the amounts then or thereafter due the Contractor. In the event such amounts are not sufficient to cover the costs incurred in connection with completing or correcting the work, the Contractor and its surety shall pay to the City the amount of any deficiency.

- E. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted goods or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

I-19 SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH

The City is committed to increase the opportunity for utilization of small, minority and women owned business in all aspects of procurement and have adopted a policy for increasing that participation. This policy is set forth in Sections 3-3-111 and 12-4-6 of the Code of the City of Alexandria. The City reserves the right to make multiple awards

if the Purchasing Agent determines that such awards are in the best interest of the City and its program.

I-20 DRUG-FREE WORKPLACE

- A. Drug-Free Workplace: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor'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 Contractor'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 Contractor that the Contractor 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 subcontractor or vendor.
- B. Definition: For the purposes of this Section, “drug-free workplace” means a site for the performance of work done in connection with this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

I-21 AUDIT AND PRICE ADJUSTMENT

- A. Audit: All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following final payment (the “Audit Period”). Such records, reports and documents shall be subject to review and audit by City and the City’s consultants or auditors at mutually convenient times.
- B. Price Adjustment for Defective Cost and Pricing Data: If any price, including profit or fee, negotiated in connection with this Contract or any change order or modification under this Contract, was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

I-22 SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES

This Contract shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Contract.

I-23 ROYALTIES AND PATENTS

The Contract sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and hold harmless the City and the architect, their officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City and the architect, their officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the work.

I-24 SURVIVAL

Any provision of the Contract that contemplates performance subsequent to any termination or expiration of the Contract shall survive any termination or expiration of the Contract and shall remain in full force and effect according to their terms.

I-25 NON-WAIVER

The failure of the Contractor or the City to exercise any right, power or option arising under this Contract or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof or a waiver by the Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

I-26 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

During the performance of any Work, the Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

I-27 NOTICE

- A. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this section “writing” shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
- B. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's office at the Project or to the business address of the Contractor as stated in the Contract Documents. If delivered in person to the Contractor, written Notice shall be served on the Contractor's foreman or superintendent for the Project, or any officer or director of the Contractor.

- C. Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Contracting Officer's Technical Representative, with a copy to the Contracting Officer.

I-28 WAIVER OF INFORMALITIES

The City reserves the right to waive informalities. The Contract Officer shall have the sole discretion and judgment to determine if a Bid/proposal is responsive and whether an error in or an omission of any Bid/Proposal requirement from a Bid/Proposal is material.

I-29 BID OR PROPOSAL SUBMISSION AND PRESENTATION COSTS

The City shall not be liable in any way for any costs incurred by any Bidder/Proposer in the preparation or submission of its Bid/Proposal or its participation in any discussion, presentation, negotiation, or meeting regarding its Bid/Proposal or the solicitation.

I-30 COMPLIANCE WITH THE BID OR PROPOSAL

- A. It is the responsibility of each Bidder/Proposer to thoroughly examine the documents and other related data identified in the solicitation before submitting a Bid/Proposal in response to the solicitation.
- B. Bidder/Proposer shall ensure that their submission complies with all the requirements of the solicitation. Any submission that is not in strict compliance with all provisions of the solicitation may be deemed non-responsive and disqualified.

I-31 CONDITIONAL BIDS OR PROPOSALS

Bidders/Proposers are cautioned not to take exception to the solicitation requirements. Taking exception to any solicitation requirements may result in a conditional Bid/Proposal. A conditional Bid/Proposal may be rejected in whole or in part.

I-32 ENTIRE AGREEMENT

The Contract Documents constitute the entire agreement among the parties pertaining to the work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

- J-1** Bidder's Reference Sheet
- J-2** Required Information Form
- J-3** Certified Statement of Non-Collusion

- J-4 Disclosure relating to City Officials and Employees
- J-5 Equal Employment Opportunity Agreement
- J-6 No Bid Form
- J-7 Sub-Contractors List

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

K-1 VENDOR REGISTRATION

Proposers shall be registered on the City's ERP system through the Vendor Self Service (VSS). Failure to complete the required registration may be a basis for rejection of an offer. Proposers must complete the following registration to be eligible for Contract award and to receive grant funding (if applicable).

- A. Register with City as an active vendor by completing the Vendor Self Service (VSS) registration on the City's ERP system located at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>.
- B. If the Vendor is a Small, Women-owned, or Minority-owned (SWaM) business and is registered with the Commonwealth of Virginia, provide the Vendor's Virginia SWaM certification documentation with the registration on the City's VSS. To register as a SWaM business with the Commonwealth of Virginia, go the website for the Virginia Department of Small Business and Supplier Diversity, located at <https://www.sbsd.virginia.gov/>.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

PLEASE SUBMIT AN ELECTRONIC COPY THE PROPOSAL BY THE DUE DATE AND TIME

- L-1 All bids and proposals shall be made electronically. Submit them through the City's ERP system at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>. All documents submitted shall be in PDF format. If a document is not in PDF format the City may determine that the Bidder/Proposer is non-responsive.
- L-2 Proposers shall submit any questions regarding scope of work and any Contract requirements in writing to the Jordan Howar by email at jordan.howar@alexandriava.gov. **Cut-off for questions shall be August 10, 2022 at 4:00pm EST.**
- L-3 Proposers are required to fill in the offer located on Page 1 of the solicitations. Proposals that are not signed in block 17 may be considered non-responsive and not accepted.

- L-4** Proposers are required to submit the items in Section "M-3" of this solicitation as a separate upload and items listed in Section "B" as a separate upload.
- L-5** The City reserves the right to reject any or all proposals, without explanation, and to waive any informalities in the proposals.
- L-6** Proposers not wishing to submit a proposal are requested to complete the No Bid Form (attachment J-6) and return.

SECTION M: EVALUATION FACTORS FOR AWARD

The City is using the competitive negotiation method of source selection for this solicitation, as authorized by the Alexandria City Code. During the review of Proposals submitted in response to the RFP, and as it deems necessary, the City may conduct discussions with responsible Proposers determined to be reasonably susceptible of being selected for award, for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements.

An award, if made, will be made to the responsive and responsible Proposer(s) who's Proposal(s) falls within the competitive range and is determined to be advantageous to the City, taking into consideration the factors set forth in the RFP.

The City reserves the right to terminate this solicitation up to award without explanation and to waive any informality in submitted proposals.

The City reserves the right to make partial awards, multiple awards, aggregate award or to reject any or all Proposals in response to the RFP.

Proposers shall submit a proposal and fully burdened budget.

M-1 MINIMUM CRITERIA FOR RESPONSIBILITY

The City will use the following minimum criteria to determine the responsibility of a Proposer:

- A. The Proposer must demonstrate in its Proposal and any subsequent discussions with the City that it has a clear understanding of the City's needs and proposed approach to the Work as set forth in the RFP;
- B. The Proposer must possess the ability, experience, capacity, skill and financial resources to perform the Work and fulfill the requirements under a resulting Contract on a timely basis;
- C. The Proposer must have performed satisfactorily in previous contracts of similar size and scope with the City and/or other organizations, especially local municipal governments;
- D. If the Proposer has not performed a contract of similar size and scope, the Proposer and/or its team members must demonstrate its capability to perform the Work set forth in the RFP and fulfill the requirements under a Contract resulting from the RFP;

- E. The Proposer, its employees and its independent contractors are properly licensed under applicable federal, state, and local laws;
- F. The qualifications, technical experience and availability of the personnel who will be assigned to the Contract demonstrating the expertise required for this project; and
- G. The proposer must possess a demonstrated knowledge of all federal, state and City laws, codes and regulations relating to or applicable to the scope of work set forth in this solicitation.

In addition to the requirements above, a Proposer shall be prepared to submit, within five (5) Business Days after a request is made by the City, detailed written evidence such as proof of licensing, current commitments and any other information as may be necessary to demonstrate the Proposer's qualifications to perform the Work.

M-2 SELECTION ADVISORY COMMITTEE AND EVALUATION FACTORS

- A. The Selection Advisory Committee approved by the Contracting Officer will evaluate the Proposal(s) received by the City. Other City officials and contractors also may review the Proposal(s).
- B. A Purchasing Division representative will attend all meetings as a non-voting liaison.
- C. EVALUATION CRITERIA

The factors to be considered in the evaluation of Proposals are listed below. The total maximum possible number of points for each evaluation factor is indicated with a maximum of one hundred (100) points.

Element	Points
Firm/Team's qualifications and experience (See M-3 F, G, H)	20
Project approach (See M-3 I)	40
Project understanding and local knowledge (See M-3 J)	30
Project Cost (See Section B)	10
Total	100

1. **Firm/Team's qualifications and experience (See M-3 F, G, H) 20 Points**
 - Team make-up and skill sets of lead firm and subconsultants and roles of specific individuals on this project.
 - Ability to dedicate a significant portion of the senior – principal level staff member(s) to the more challenging tasks.
 - Innovation in creating a unique team to address project approach

- Team member qualifications and experience
 - Resumes should be limited to no more than two pages
 - Successful prior project examples and how they relate to the Alexandria West planning process.
 - Project examples with references should be no more than one page
 - Proposers shall submit at least three reference contact information from previous clients on related projects
- 2. Project approach (See M-3 I) 40**
Points
- Bidder’s approach is responsive to goals, objectives, and requirements outlined in Sections C.
- 3. Project understanding and local knowledge (See M-3 J) 30 Points**
- Bidder’s approach to public participation and how it relates to Alexandria
 - Identification of challenges Bidder envisions for engagement in this area and how the Bidder proposes to address them
 - How does the Bidder plan to ensure an equitable approach to engagement?
 - How does the Bidder plan to move this project forward give the current social and political and public health environment?
- 4. Project Cost (See Section B)**
10 Points

Overall project cost assumptions for required and optional tasks, including team member hourly rates and hours per task

M-3 RESPONSE FORMAT

A Proposal submitted pursuant to the RFP shall include each of the following items in the order in which they appear below. Each item shall be clearly labeled, with pages numbered and separated by tabs. A Proposer’s failure to include all listed items may result in the rejection of its Proposal by the City.

Proposers must demonstrate an understanding of each task as well as explain the approach to each task. Restatements of the tasks presented in the RFP are not acceptable, and will not be considered responsive.

The following format and tabs serve as a guide for formatting responses to the RFP. In addition to complying with the response format requirements of this section, a Proposer shall consider and address all requirements set forth in the RFP when submitting a Proposal in response to the RFP.

A. Title Page

The title page shall include the following information:

1. The RFP title and number;
2. The Proposer’s name, address, telephone number, and facsimile number;

3. The name and e-mail address of the Proposer's authorized contact person with respect to the Proposal; and
4. The date of preparation of the Proposal.

B. Table of Contents

The Table of Contents shall indicate the material included in the Proposal by Tab and page number. The Table of Contents shall mirror the format set forth in this section and shall include all the items set forth below.

C. Tab I, Signed Offer and Award Form

The Proposer shall complete and sign the Offer and Award Form. The signatory must be an individual who is authorized to legally bind the Proposer.

D. Tab II, Signed attachments J-2 through J-5

The Proposer shall complete and sign the stated attachments. The signatory must be an individual who is authorized to legally bind the Proposer.

E. Tab III, Letter of Transmittal

The Proposer shall provide a signed cover letter that includes the following information:

1. An executive summary of the Proposer's understanding of the services sought through the RFP, and a description of the Proposer's underlying philosophy in providing the services;
2. The name, position, address, telephone number, and e-mail address of the individuals who are authorized to make representations on behalf of the Proposer;
3. A statement that the signatory to the transmittal letter and the Offer and Award Form is authorized to bind the Proposer to contract with the City; and
4. Furnish documentation that the Proposer is properly licensed under the applicable laws of the Commonwealth of Virginia and if applicable the City of Alexandria.

F. Tab IV, Corporate Experience and Capacity

The Proposer shall include information and documentation describing the extent of its experience and expertise in providing the services sought pursuant to the RFP. The information and documentation shall include, but is not limited to, information that documents the Proposer's qualifications to meet the RFP requirements and to produce the required outcomes, including its ability, capacity, skill, and experience in providing the required services. The Proposer shall include information related to its Work plan and its ability to meet the requirements of this RFP.

G. Tab V, Client References for Similar Work Performed

The Proposer shall complete the Bidder's Reference Sheet (Attachment J-1)

A uniform sample of references may be checked for each Proposer.

H. Tab VI, Staff Experience

The Proposer shall provide the following information as part of this tab:

1. A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s).
2. Resumes of no more than two pages each for all proposed key personnel and, if applicable, subcontractors who will be performing the Work under the Contract.
3. A narrative that describes the work responsibilities of all key personnel proposed to be assigned to the Contract, including the following for each individual: the individual's qualifications, education, and special competencies that will be valuable in performing the work under the Contract; the individual's experience on similar contracts; the individual's proposed title and weekly work schedule; whether the person is an employee of the Proposer, another firm or organization, or an independent contractor; and the estimated number of hours the individual will contribute to the Contract.
4. Copies of relevant certifications or other professional credentials for key personnel.
5. The name of the proposed Contract administrator and a description of his or her experience with similar contracts, including public sector organizations.
6. The name of the individual responsible for customer service and problem resolution and a description of his or her relevant experience.

The key personnel named in the Proposal shall remain responsible throughout the term of the Contract. No diversion or replacement may be made without the COTR's approval.

I. Tab VII, Project Approach

The Proposer shall include a narrative describing approach to project as outlined in Sections C.

J. Tab VIII, Project Understanding and Local Knowledge

The Proposer shall provide the following as part of this tab:

1. Identification of challenges Bidder envisions for engagement in this area and how the Bidder proposes to address them.
2. How the Bidder plans to ensure an equitable approach to engagement.
3. How the Bidder plan to move this project forward given the current social and political and public health environment.
4. Any additional information that addresses the Bidder's project understanding and local knowledge.

K. Tab VII, Sub-Contractor Form (Attachment J-7)

The Proposer shall provide a completed Sub-Contractor Form.

L. Tab VIII, Acceptance of Conditions

The Proposer shall indicate its acceptance of the requirements, terms and conditions, and insurance, as set forth in the RFP, including all addenda issued pursuant to the RFP.

M. Tab IX, Appendices

The Proposer shall include all materials as requested in Section C.

As a Separate Upload - Cost Proposal

The Proposer shall provide detailed costs and Excel and the Table in Section B for the Work identified in this RFP and consider the following information:

1. Once the Contract has been awarded, the Contractor will not be permitted to charge the City for any service that is not clearly identified in terms of cost and detail within their final proposal to the City. The only exceptions to this limitation will be if the City specifically requests an additional service that was not identified in the RFP or the Proposer's Final Negotiated Proposal.
2. The City will not pay any costs for additional services, supplies, or other fees not identified in the RFP or the Proposer's Proposal without prior approval of a Change Order.

J-1 BIDDER'S REFERENCE SHEET

Proposers are required to provide at least three (3) references for work of similar sizes and scope to this RFP. The contact information is to be current as of the date of the solicitation response. The City is not responsible for correcting the contact information provided. If the information is not accurate or if a reference is not reachable or does not return the contact request, that reference will not be included in the evaluation.

Date(s) of Work	Contract Description	Contract Dollar Amount	Point of Contact: Current Address, Phone, Email

J-2, REQUIRED INFORMATION FORM

Each Bidder submitting a response to this Invitation to Bid is to provide the following information:

- 1. Minority Business Firm Yes [] No [] Partnership Yes [] No []
 Small Business Firm Yes [] No [] Corporation Yes [] No []
 Sole Proprietorship Yes [] No []

- 2. Sole proprietorships and partnerships are to provide the following information:

Name _____

Address _____

City _____

State _____

Partnerships are to provide this information for all partners.

- 3. If the Bidder is a corporation, provide the following:
 State of Incorporation _____ Charter number of the Virginia Certificate of
 Authority _____ Date of Incorporation _____

Foreign corporations desiring to transact business in the State of Virginia shall register with the State Corporation Commission in accordance with Section 13.1-757 of the Code of Virginia, as amended.

- 4. Each corporation is to provide the names of the following officers:
 President _____
 Vice-President _____
 Secretary _____
 Treasurer _____
 Registered Agent _____

 Bidder's Name

 Bidder's Authorized Signatory

 Date

 Name and Title of Authorized Signatory

J-4, DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES

A. I hereby state that, as of this date (check one):

- Our firm has no reason to believe that any member of the City Council, any official or employee of the City, or any member of any commission, committee, board or corporation controlled or appointed by the City Council has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value.
- Our firm has reason to believe that the following City Council members, City officials and/or employees, and/or members of a Council-appointed or -controlled commission, committee, board or corporation have already received, in connection with or related in any way to this contract, or have been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value:

Name	Title/Position
Name	Title/Position

B. I hereby state that, as of this date:

- Our firm has no reason to believe that any member of the City Council or any official or employee of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm
- Our firm has reason to believe that the following members of the City Council and officials and employees of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm:

Name	Title/Position
Name	Title/Position

Bidder's Name

Bidder's Authorized Signatory Date

Name and Title of Bidder's Authorized Signatory

J-5, EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The Contractor hereby agrees:

- (1) Not to discriminate against any employee or applicant for employment because race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, or handicap, except as is otherwise provided by law.
- (2) Implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the Commission and approved by the City Council.
- (3) To include in all solicitations or advertisements for employees placed by or in behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.
- (4) To notify each labor organization or representative of employees with which said Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- (5) To submit to the City Manager and the City's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City Manager.
- (6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to, the following:
 - A. the overall size of the Contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
 - B. the type of the Contractor's operation, including the composition and structure of the Contractor's work force; and
 - C. the nature and cost of the accommodation needed.

Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

- (7) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
- (8) In the event of the Contractor's non-compliance with any provision, upon a finding of such non-compliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council may terminate or suspend or not renew, in whole or in part, this Contract.

Bidder's Name

_____ Date
Bidder's Authorized Signatory

Name and Title of Bidder's Authorized Signatory

J-6, NO BID FORM

CITY OF ALEXANDRIA, VA
DEPARTMENT OF FINANCE
PURCHASING DIVISION

NO BID FORM – SOLICITATION RFP 1030

ATTENTION: BIDDERS WHO ARE NOT BIDDING ON THIS CONTRACT

As part of our continuing efforts to improve our procurement practices, we would appreciate feedback from vendors who are not participating in our solicitations. If you are not submitting a response, please take a moment to indicate on the enclosed request which of the following best describes the reason(s) you have not submitted a bid.

(Check one)

- _____ 1. My company does not sell the product(s) or service requested.
- _____ 2. The specifications were unclear and/or appear to be written around a competitor's products. (If you check this, please describe and attach information about your product or service).
- _____ 3. The solicitation submission date did not allow us adequate time to prepare and submit a proposal. (Please explain. Understanding your needs will help us ensure that we provide adequate time generally for a proposal response to be prepared. Depending upon the circumstances, the City can extend the deadline if we are advised)
- _____ 4. My company is not in a position, for business reasons, to handle the order/project now.
- _____ 5. The general terms and conditions for this contract are not acceptable to my company. (Please explain).
- _____ 6. Our experience on previous City contracts was not satisfactory. (Please explain).
- _____ 7. Other (please explain).

Your Information:

Company Name, Address, and # of Emp.

Please Indicate Whom We May Contact:

_____ Name _____

_____ Phone _____

Note: Additional detail can be noted on reverse side or on separate sheet, but please include item# as part of continued explanations.

J-7, SUBCONTRACTOR'S LIST

The following list provides the name of the prime Contractor and their 1st tier subcontractors who shall perform the work about Solicitation RFP 1030 and its resulting Contract. The general type of work to be performed and the approximate percentage of the total work per prime and 1st tier subcontractor shall be annotated. (Note: The prime Contractor may be required to perform a percentage of the total work with their own forces as required in the proposal documents).

VENDOR NAME	MBE/DBE Select and enter number	TYPE of WORK	% of TOTAL WORK
Prime Contractor			
1 st Tier Subcontractors			
TOTAL % OF CONTRACT AMOUNT			100%

Submitter Information (Party authorized to enter the Contract)

NAME	
TITLE	
COMPANY	
SIGNATURE/DATE	