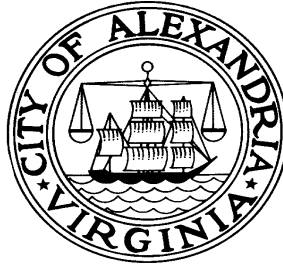


CITY OF ALEXANDRIA

REQUEST FOR PROPOSALS NUMBER 00000090

EMERGENCY COMMUNICATIONS CONSULTING FOR CAD, RMS, AND MDS

Issue Date: January 12, 2010



NON-MANDATORY PRE-PROPOSAL CONFERENCE: JANUARY 26, 2010 AT 2:00 P.M., ALEXANDRIA, VA LOCAL TIME, IN THE PROCUREMENT DEPARTMENT CONFERENCE ROOM LOCATED AT 100 NORTH PITT ST, SUITE 301, ALEXANDRIA, VA 22314

CLOSING DATE: February 14, 2010

CLOSING TIME: 4:00 P.M., EST

Notice from the City of Alexandria: City of Alexandria Bidder's Mailing List – To receive or continue receiving notices of solicitations issued by the City of Alexandria, current bidders and proposers as well as individuals and firms who wish to be added to the City's solicitation notification list must apply or re-apply (as applicable) at <https://eprocure.alexandriava.gov/bsol/login.jsp>. Firms and individuals who completed and returned a paper bidder's mailing list application at any point must submit a new application in eProcure, the City's new on-line application. Thank you.

NOTE: ALL ADDENDA IF ISSUED CAN BE ACCESSED AT THE WEBSITE ADDRESS ABOVE.

For general inquiries contact John D Soderberg, Sr. Contract Consultant at 703 746-4397 or procurement@alexandriava.gov.

**ISSUED BY: CITY OF ALEXANDRIA, VIRGINIA
BUYER: John D Soderberg, Sr. Contract Consultant, SUITE 301 - BANKER'S
SQUARE
100 NORTH PITT STREET
ALEXANDRIA, VIRGINIA 22314**

*** * * ***

PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE, NO LATER THAN THE ANNOUNCED DATE AND TIME OF CLOSING

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PART 1

REQUEST FOR PROPOSALS (RFP) NO. 00000090

EMERGENCY COMMUNICATIONS CONSULTING FOR CAD, RMS, AND MDS

SCOPE OF SERVICES

1. Introduction and Overview

The City of Alexandria is seeking a consultant to assist with the replacement of the public safety computer-aided dispatch (CAD), records management systems, (RMS), and mobile data systems (MDS).

General Work Description: The City seeks a professional technical consultant with extensive experience in replacing public safety systems. The consultant will be expected to elicit pertinent information from management, technical staff and end-users to prepare the documents necessary for the solicitation and acquisition of the required systems. They will identify limitations of existing systems. The consultant will gather information from Fire, Police and Sheriff Department's Staff and "bring together" the needs of all departments. They will be expected to share their knowledge of various vendor-supplied public safety systems, technological advancements, and regional operations as well as provide technical reviews, analysis, and/or guidance on the information they provide. The City seeks qualified consultant to produce quality documents and assist us in making informed decisions when selecting systems. The consultant will be expected to work closely with the (Computer Records Management (CRM) committee to analyze and prioritize needs.

2. Background – DEPARTMENT OF EMERGENCY COMMUNICATIONS (DEC)

The City of Alexandria is in the process of creating a Department of Emergency Communications (DEC) that when operational will assume responsibility for all CAD services for the City. The activation of DEC and subsequent consolidation of Police and Fire CAD operations coincides with the end of service life and vendor support for the current Police and Fire CAD systems. The DEC will require a state-of-the-art CAD system that meets the consolidated requirements of Police, Fire and Sheriff in order to provide the greatest measure of reliability and assured response to the region while performing this critical public safety function around-the-clock.

The CAD is a complex IT system consisting of multiple components and modules designed to seamlessly integrate functions from Emergency Communication Center call-takers, dispatchers, and 911 operators with Police and Fire tactical elements using

mobile data devices, public safety radios and telephone circuits. CAD also interfaces with the Police and Fire RMSs housing historical data that is used to make tactical decisions as well as determine future directions. This tight integration necessitates the replacement of Police and Fire RMSs and mobile data systems to sustain complete interoperability. Interconnection among regional jurisdictions' CAD systems is a pivotal component of a new system; this will ensure seamless emergency service delivery where automatic mutual aid agreements are in place.

The Police Records Management System is a central repository for many kinds of police records (Criminal Incidents, Arrests, Field Interviews, Property/Evidence, Tow Vehicles, Accidents, and Citations). Information feeds into the RMS from CAD, mobile field reporting, and direct data input. Pertinent information from the RMS is electronically available to police employees, other law enforcement agencies, and the public through various interfaces. A new system must retain current functionality and should provide opportunity to expand the data residing in the RMS. A new system should also minimize data entry by support personnel.

The Fire and EMS Records Management System facilitates essential federal and state reporting for EMS and Fire incidents. Using data interfaces, it efficiently collects real-time data from CAD and other Department systems to provide a comprehensive records management system with little or no duplication of data entry. Effective operation of this system ensures quality reporting, statistical analysis and facilitates compliant ambulance billing practices.

Mobile Data Systems is comprised of software, servers, and wireless mobile devices in order to bring data resources from CAD, RMS, Mapping, databases, and other sources to the public safety field clients, and allow the devices in the field to communicate and transmit information to the servers and other devices. Data communications between CAD and mobile devices includes sending information on calls for service, updating status, querying state and federal databases, messaging, and other functions. RMS communications includes completing, tracking, and transmitting incident, accident, and other reports as well as querying data from these systems. The Mobile Data Systems include full feature mapping on the mobile devices, including transmission and display of automatic vehicle location data. Interfaces to other communications and data systems will also be included as dictated by the needs of the agencies. The mobile devices may be laptops, handheld devices such as phones or PDAs, or other equipment as necessary. Most mobile devices in this system are already in use and can be transitioned, the primary focus of the Mobile Data Systems is the software, servers, and any additional hardware or infrastructure needed to support them.

The City has established a committee consisting of members from the Police, Fire, Sheriff and Information Technology Departments to oversee the development of comprehensive, technologically advanced, regionally compatible system requirements. (CRM Committee) The committee will also recommend an acquisition strategy to an executive committee.

3. WORK TASKS

Task 1. Develop a Needs Assessment and Needs Analysis

Purpose. Update background information about the emergency communications in categories important to choices about the future. Identify issues, challenges and opportunities for the communications, incorporating information from the public, assessments by City staff and consultants.

Phase 1 – Develop a Needs Assessment/Needs Analysis

- On-site meeting(s) and summary notes with participating technical committee representatives as well as a sampling of users of the affected systems in order to assess the needs of each agency.
- A document detailing the CAD, RMS, Mobile, Mapping, and interface requirements. This should include procedures, software, hardware, and network requirements.
- A document analyzing the needs of CAD, RMS, Mobile Systems.

Task 2. Develop a Specification Document

Purpose. Develop a technical specification document which will be included in any solicitation for the procurement of the Emergency Communications System that may be purchased by the City.

This document must be in compliance with the Standard Functional Specifications for Law Enforcement Computer Aided Dispatch (CAD) Systems as developed by the Law Enforcement Information Technology Standards Council (LEITSC).

Task 3. Prepare Solicitation (RFP) Documents

Purpose: Prepare a solicitation/Request for Proposal/Statement of Work for publication by the City in the City's eProcure system. This RFP will outline all the requirements for the acquisition of the proposed system for the City. Recommend source selection criteria to be used by the City during the selection process. A "Live Test Demo" may be desirable. The consultant would assist in the script development to test any proposed system under consideration by the Evaluation Committee.

Phase 2 – Develop an RFI/RFQ/RFP

- On-site meetings to gather more information and a document that consists of a request for information from vendors based on the needs assessment above.
- Based on responses from the vendors and the needs assessment, create a document that contains a request for proposal of products, services, and pricing from qualified vendors for the CAD, RMS, Mobile Systems.

Task 4. Assist in the source selection process providing consulting services in identifying the best possible solution for the City.

Phase 3 – Assist with the selection process

- On-site meetings and documents that assist in the evaluation of the proposal documents to include an evaluation matrix and summary of each proposal detailing requirements that are met or missed as well as additional features that were not in the original RFP.
- Responses to vendors requesting additional information or clarification.
- A final report with recommendation on selection based on the matrix and documentation in this phase.

Task 5. Provide continuity and Program Management Services until final acceptance of the Solution by the City.

Phase 4 – Assist with project management through implementation

- On-site meetings and documents that assist in the implementation of the selected vendor.
- Project management will include detailed timelines, schedules for deliverables, training, and services.
- The consultant will maintain contact with the selected vendor and report on all activity and status updates.

PART 2

REQUEST FOR PROPOSALS (RFP) NO. 00000090

EMERGENCY COMMUNICATIONS CONSULTING FOR CAD, RMS, AND MDS

SPECIFIC TERMS AND CONDITIONS

1. PURPOSE

The purpose of this project is to develop comprehensive consulting services for the acquisition of an Emergency Communications Solution for the City of Alexandria.

2. TERM OF PROPOSAL

Proposals shall remain binding two (2) years after the date of contract award.

3. NUMBER OF COPIES AND MARKING OF PROPOSAL

Proposals are to be provided in the number of copies and marked as shown below:

NUMBER OF COPIES: Six (6) copies total. One (1) original (paper) and four (4) complete copies. One additional copy on a compact disk in pdf format.

TO BE MARKED: RFP #00000090, EMERGENCY COMMUNICATIONS CONSULTING FOR CAD, RMS, AND MDS

4. CONTRACT PERIOD

1. The term of this contract is for a two **(2) year** period, or until project completion, whichever occurs first (Base period). Up to 3 option periods are included and each option consists of a 2 year period to be exercised at the sole discretion of the City's Director of Procurement.
2. Contract renewals shall be authorized by the City's Director of Procurement. **Automatic contract renewals are prohibited.**
3. Price increases are not automatic. The contractor may request a price increase after the base period for each option period. The contractor's written request must be submitted within fifteen (15) working days from the option date of the contract. Any price increases requested after the fifteen-day (15) period will not be retroactive to the contract's option date, but will be effective on the date of the City Director of Procurement's written approval. Any such price increase(s) shall be limited to the percentage calculated by the United State Department of Labor, Bureau of

Labor Statistics, as the Consumer Price Index for All Urban Consumers (CPI-U), Baltimore-Washington DC-MD-VA-WV selected Area, All Items. If there is a decrease in the Consumer Price Index for All Urban Consumers (CPI-U), Baltimore-Washington DC-MD-VA-WV Selected Area, All Items, 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.

5. **AWARD**

1. The contract will be awarded to the most responsive and responsible Offeror whose proposal is deemed most advantageous to the City. The City reserves the right to waive any defect or omission in any proposal that does not materially affect the terms of the response to this Request for Proposal.
2. The City reserves the right to reject any proposal. In deciding which Offeror is the most responsive, responsible and advantageous to the City, the City will consider the factors set forth below.

6. **EVALUATION CRITERIA**

1. The City's evaluation criteria are in order of relative importance:
 - a. **(35 Points)** Demonstrated successful experience and qualifications of the firm, including the firm's, and any and all sub consultants' qualifications to produce the desired outcomes (including its/their ability capacity, skill, and financial strength, and the number of years experience each has in providing the required services); the various firm's successful experience in working on previous projects;
 - b. **(20 Points)** Past performance and references on all projects of similar size and scope including, but not limited to, the ability of the firm to deliver projects within established schedules and budgets and the results of the check of each firm's references.
 - c. **(20 Points)** Business plan, including description of the proposed design team, and the role to be played by each member of the proposed team, proposed design team organization structure, interrelationships, and interactions, detailed plan of proposed approach (including major tasks and sub-tasks). Also the plan must include a proposed time line for all phases of the effort. The Business Plan should also include a proposed cost for each task.
 - d. **(15 Points)** Demonstrated successful experience and qualifications of the individuals who are proposed to perform the required services sought through this RFP, based upon a review of the resumes' of all managers and senior level supervisors, consultants

and associates, who will be involved in providing the required services.

- e. **(10 Points)** Overall quality and completeness of the proposal. Strength of proposal and understanding of project goals. Consideration and identification of relevant issues and assumptions. Scale of work commensurate with needs to successfully achieve project goal.
2. Negotiations shall be conducted with the highest ranked Offeror at the conclusion of the evaluation process.
3. The City of Alexandria reserves the right to accept the proposal, which, in its judgment, will best serve the interests of the City. The City also reserves the right to cancel the Request for Proposal, in its entirety.

7. REQUIRED FORMAT AND CONTENTS OF PROPOSALS

The information set forth in the paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

1. Title Page

The title page should reflect the Request for Proposal subject, name of the firm, address, telephone number, email address, contact person and date of preparation.

2. Table of Contents

The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in items 1 through 10 of this section of the Request for Proposal.

3. Letter of Transmittal (Please limit to three pages).

A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:

- a. A statement of the Offeror's understanding of the services required by the Request for Proposal. The Offeror must explain how it would provide these services to the City.
- b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses and telephone numbers).

c A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.

4. Profile of the Offeror

a. Offerors must have successfully completed at least one (1) contract and or presently providing such service or services of a similar size and scope to the requirements of this RFP.

b. Whether the Offeror is a local, regional or national firm.

c. Foreign (out-of-state corporations) desiring to transact business in the State of Virginia must register with the State Corporation Commission in accordance with Section 13.1- 48 through 13.1-121 of the Code of the State of Virginia, as amended. Proof of registration, or proof of application for such registration, must be provided with the proposal.

d. How long the firm has been in business under the present name and structure. Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.

e. Personnel

Full-time and part-time staff that will be assigned direct work on this project must be identified.

f. Financial

Enclose in your original RFP response a copy of the firm's last two financial statements. **Note: Professional Offerors not affiliated with a firm or corporation are not required to provide detailed financial statements, but they, as a minimum, must provide copies of the last two (2) years tax returns when requested by the buyer.**

g. References

1. A listing of all comparable services performed by the Offeror during the most recent (3) three-year period of similar in size and scope to the City's project. Provide a summary description of each project/job and explain the roles performed by you/your firm and the subcontractors and other team members proposed in your response to this RFP in the previous projects.

2. Provide contract information for each listed project/job including the complete address, telephone number, and email address of the organization for which the listed work was done, as well as the name, current title, current telephone number, current fax number and current email address of the customer contact listed. Describe

the project name, contract, and the scope of the contract, length of the contract and the dollar value of the contract for each reference.

The City reserves the right to contact any and all references to obtain, without limitation, the following information regardless of Offeror's performance on the listed jobs:

- i. How satisfied was the owner with daily operations on the project?
- ii. How effectively did Offeror address problems, which arose during the project?
- iii. How competent and professional were Offeror's manager and other key personnel?
- iv. How satisfied was the owner with the finished product?
- v. Would the owner hire Offeror for another project?

A uniform sample of references will be checked for each Offeror. Offerors will be scored on a scale of 1 to 10, with 10 being the highest possible score. Any Offeror receiving an overall score of less than 7.5 will not be eligible for award of contract.

5. Required Representations by the Offeror

- a. Provide documentation that the Offeror is licensed under the applicable laws of the Commonwealth of Virginia and the City of Alexandria. A City of Alexandria license is only required if you maintain an office within the city of Alexandria.
- b. Submit a statement that supervision of the Offeror's staff providing the services to the City will be by a principle of the firm.
- c. List by name the qualifications, education and work experience of all personnel who will be assigned to the City's contract and provide a narrative description of the work responsibilities of each individual pursuant to the City's contract. Provide resumes for key individuals.

6. Offeror's Response to Scope of Work

In preparing your response to the Scope of Work, organize your proposal to follow the order of information requested under Section G, Required Format and Content of Proposal. Be specific and thorough in your proposal.

7. Alternate Approaches to the Work

Proposals will be evaluated on the requirements of the Request for Proposal. However, Offerors are welcome to outline additional services or alternative approaches that they feel are in the City's best interest. Offerors must address alternative approaches and/or additional services in this section of their proposals.

8. Proposed Project Schedule

As part of your response a Proposed Project Schedule with key milestones is required and will be evaluated on its completeness.

9. Business Plan

Description of the proposed contract team, and the role to be played by each member of the proposed team;

Proposed team organizational structure, interrelationships, and interactions;

Detailed plan of proposed approach (including major tasks and sub-tasks);

Proposed service quality plan;

Resumes' of all managers and senior level supervisors who will be involved in providing the required services and the estimated number of hours each such person will contribute to the project/contract; and

Any other information related to how you intend to fulfill the required performance outcomes and other requirements of the contract that is anticipated to result from this RFP.

10. Additional Data

Data not specifically requested by the foregoing sections but which is considered essential to the proposal may be presented in this section. If there is no additional information to present, state in this section, "There is no additional information we wish to present." However, suggestions of additional information include, but are not limited to, copies of relevant media reprints and promotional brochures of your firm.

8. Method of Source Selection

The City is using the Competitive Negotiation method of source selection, as authorized by the City's Procurement Code, for this procurement.

Award(s), if made, will be made to the responsible Offeror(s) whose offers fall within the competitive range and determined to be advantageous to the City Government, taking into consideration the factors set forth in this RFP. The City will not use any other factors or criteria in the evaluation of proposals received.

During the review of proposals submitted and as it deems necessary, the City may conduct discussions with responsible Offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

The City will select the contractor in accordance with City Code Sec. 3-3-6 Contracting by competitive negotiation.

9. Constraints on the Contractor

These include:

- A. All project work must be completed between the dates of April 1, 2010 and September 30, 2012.
- B. The City requires 10 working days for review and return of project Submittals.
- C. The City requires 10 calendar days for scheduling of site or project meetings.

10. Contractor Responsibilities

These include:

- A. Provide a responsible project manager.
- B. Assign qualified persons to the contract.
- C. Provide the services and equipment required to do the assigned task or accomplish the functional requirements and outcomes.
- D. Maintain records of expenditures, deliverables, and progress.
- E. Submit required reports on schedule.
- F. Maintain a clear line of communication with the City and work with the City to promptly resolve problems at the lowest possible level.
- G. Reporting Requirements:

Weekly status reports are to be provided to the Point of Contact by the close of business Friday of each week. If Friday is a holiday, then the report is due the next City business day.

Weekly status reports must include:

- 1. A description of the week's activities and accomplishments
- 2. Plans for the next week
- 3. Problems encountered during the week
- 4. Anticipated problems that impact any project deliverable
- 5. Hours worked on a daily basis by staff.

11. Contractor Personnel Requirements

These include:

- A. Provide one point of continuous contact for the City.
- B. Include with the proposal detailed resumes for all management and key personnel dedicated to the project, as directed in the Response Format section of this RFP.
- C. Have in place and consistently and effectively enforce written policies governing employee behavior, substance abuse, and relations with the City and the public.
- D. All contractor personnel will have to undergo a background check.
- E. All contractor personnel will be required to sign a non-disclosure agreement due to the nature of the data that they will be exposed to.

12. **Proposed Schedule**

Issue Request for Proposal	January 12, 2010
Deadline for Questions	January 27, 2010
Pre-Proposal Conference	January 26, 2010
Proposal Response Date	February 14, 2010
Evaluations Commence	February 22, 2010
Discussions as required	March 24, 2010
Contract Award	March 30, 2010

PART 3A

**REQUIRED SUBMITTAL
ATTACHMENT (A)
THIS OFFER AND AWARD FORM SHALL BE SIGNED**

NAME OF OFFER: _____

SALES ADDRESS: _____

REMIT ADDRESS: _____

TELEPHONE NUMBER: (____) _____

EMAIL ADDRESS: _____

FEDERAL EMPLOYMENT IDENTIFICATION NO. _____

ALEXANDRIA BUSINESS LICENSE NO. _____

VIRGINIA CONTRACTOR'S REGISTRATION NO. _____

For and in consideration of the payment of the Contract Sum, as set forth in the Proposal, subject to modification in the final Contract as mutually agreed upon by the City and Offeror as a result of further negotiations, if any, the "Offeror") offers to perform the Work set forth in Request for Proposals No. 00000090, together with any addenda, in accordance with the terms of the Offeror's Proposal, as modified in further negotiations with the City.

By signing this document, the Offeror agrees that, if its Proposal is accepted for the consideration mentioned, it will at its own expense do all of the Work and furnish all the materials, equipment and labor necessary to carry out this agreement within the time specified in the Request for Proposals pursuant to the Contract Documents identified as:

X	PART	DESCRIPTION
X	1	Scope of Work/Specifications
X	2	Specific Terms and Conditions
X	3a	Required Submittals
X	3b	Instructions
X	4	General Terms and Conditions
	5	Required VDOT & FHWA Provisions
	6	Addenda

IF OFFERED THE OPTION OF BEING PAID BY PROCUREMENT CARD, WOULD YOU ACCEPT THAT OPTION?
YES _____ NO _____

Offeror's Authorized Signatory Date

Stephen B. Gordon, CPPO, FNIGP Date.
Director of Procurement

Accepted by the City of Alexandria, Virginia,
This ____ day of _____, 2010.

REQUIRED SUBMITTAL (B)

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The contractor hereby agrees:

(1) Not to discriminate against any employee or applicant for employment on account of race, color, religion, sex, ancestry, national origin, marital status, age or handicap, except as is otherwise provided by law.

(2) To 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.

(9) **LEGAL COMPLIANCE:** The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations during the performance of this Contract.

(10) **EMPLOYMENT OF UNAUTHORIZED ALIEN(S):** The Contractor agrees that it does not, and shall not during the performance of this Contract for goods and/or services knowingly employ an unauthorized alien(s) as defined in the Federal Immigration Reform and Control Act of 1986.

SIGNATURE_____

PART 3A

REQUIRED SUBMITTAL (C)

CERTIFIED STATEMENT OF NON-COLLUSION

A. This is to certify that the undersigned is seeking, offering or agreeing to transact business or commerce with the City of Alexandria, a municipal corporation of Virginia, or seeking, offering or agreeing to receive any portion of the public funds or moneys, and that the offer or agreement or any claim resulting there from is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

B. This is to further certify that the undersigned has read and understands the following:

(1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person required submitting this statement who knowingly makes a false statement shall be guilty of a Class 6 felony.

(2) Section 18.2-498.3 of the Code of Virginia (1950), as amended, provides that any person, in any commercial dealing in any matter within the jurisdiction of any local government or any department or agency thereof, who knowingly falsifies, conceals, misleads, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be guilty of a Class 6 felony.

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any bid submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

SIGNATURE_____

PART 3A

REQUIRED SUBMITTAL (D)

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

COMPANY NAME DATE

SIGNATURE

TITLE

PART 3A
REQUEST FOR PROPOSALS NO. 00000090
ATTACHMENT 4
CITY OF ALEXANDRIA INSURANCE CHECKLIST

I understand the Insurance Requirements and will submit a Certificate of Insurance to the City if awarded this contract in the amount and type as set forth below. See continuation sheets for explanation.

Items marked "X" are required to be provided by bidder if contract award is made to your firm.

X		REQUIRED COVERAGES	LIMITS (figures denote minimum coverage required)
X	1.	Worker's Compensation and Employer's Liability Required when Contractor: A. Has 10 or more employees. B. Performs service/task on City property. C. Uses subcontracted workers- Subcontractors must supply coverage. D. Works on or along the river.	Statutory limits of Commonwealth of Virginia for workers' compensation \$100,000 accident; \$100,000 disease; \$500,000 limit disease for employer's liability. USL&H Endorsement needed and Jones Act coverage for work along and on the river.
	2.	Commercial General Liability Required when Contractor: A. Performs a service on City property that requires equipment, tools, machinery, or other property NOT owned/leased by the City. B. Must block or protect access to work area during contract. C. Gains access to secure areas. D. Manufactures, sells or distributes a product (including food, beverage).	\$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Includes the following endorsements: Premise/Operations; Independent Contractors; Broad Form Property Damage; Products and Completed Operations; Contractual Liability, Liability \$1,000,000 general aggregate, if applicable; Personal Injury, \$1,000,000 each offense/ aggregate; X, C, U Coverage (for remodeling, upgrade or construction work).
X	3.	Automobile Liability Required when Contractor: A. Drives to/from multiple locations during the day-remote exposure. B. Drives with City employee/other guests. C. Drives to deliver product, equipment and performs other tasks in contact.	\$1,000,000 combined single limit for bodily injury and property damage; Includes the following: Owned, Hired and Non-Owned; and \$5,000,000 Motor Carrier Act Endorsement, when applicable.
X	4.	Property Coverage Required when Contractor: A. Uses their own personal property or equipment on City Property. B. Store or leaves equipment or personal property on City Property. C. Uses materials for building NOT owned by City until installed.	<u>Commercial Property Policy:</u> Provide replacement cost coverage for Contractor's property that is stored or used on City property. Includes "All Risk" endorsement and Acts of God. <u>Contractor's Equipment Floater:</u> Provide coverage for Contractor's mobile equipment, including road building machinery, steam shovels, hoists, and derricks used on the job by builders of structures, roads, bridges and tunnels.
	5.	Crime Policy Required when Contractor: A. Collects money, securities or other property on behalf of City. B. Requires the use of City money, securities, or negotiable property to be in Contractor's care, custody and control OFF City premises. C. Has access to computer systems that could involve extortion, theft or monies or securities or other negotiable property.	Coverage for perils of burglary theft, robbery and employee dishonesty involving money, securities and other property. \$_____ limit for Form A through H and Form Q through R.
	6.	Professional Liability Required when: A. Contractor must maintain a license or	\$2,000,000 bodily injury and property damage coverage for specialists in contracted professional fields (accountants, engineers, architects, attorneys, physicians, insurance brokers/agents, etc.).

X		special degree. B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.	Coverage for Errors and Omissions shall be included in policy.
	7.	Umbrella	\$1,000,000 bodily injury and property damage and personal injury.
	8.	Garage Liability	\$1,000,00 bodily injury and property damage each occurrence Garagekeepers' legal liability; Indicate limit \$ _____ - Comprehensive Indicate limit \$ _____ - Collision
X	9.	City of Alexandria named as additional insured on other than Worker's Compensation and Automobile Liability, and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if required. This coverage is primary to all other coverages the City may possess.	
	10.	Other insurance required.	
X	11.	Thirty (30) Days Cancellation, non-renewal, material change or coverage reduction notice required. The words "endeavor to" are to be eliminated from the Notice of Cancellation on standard ACORD certificates.	
	12.	Best's Guide rating: "A" IV or better, or its equivalent.	
X	13.	The Certificate(s) of Insurance shall state Bid Number and Bid Title.	

Company Name

PART 3A
REQUEST FOR PROPOSALS NO. 00000090
REQUIRED SUBMITTAL (E)
ATTACHMENT 4 (continuation sheet)
FORM "A" INSURANCE

(Review this section carefully with your insurance agent prior to bid submission. See "Insurance Checklist" for specific coverage requirements applicable to this contract).

I. General Insurance Requirements:

1. The successful bidder shall not start work under this contract until the successful bidder has obtained at his/her own expense all of the insurance required under this contract and such insurance has been approved by the City of Alexandria (City); nor shall the successful bidder allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful bidder. Approval of insurance required of the successful bidder and subcontractors for the City will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
2. The successful bidder shall require all subcontractors to maintain during the term of this agreement, Comprehensive (or Commercial) General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverages as indicated in Attachment 4, in the same manner as specified for the successful bidder. Upon request, the successful bidder shall furnish immediately subcontractors' certificates of insurance to the City.
3. All insurance policies required under this contract shall include the following provision: "It is agreed that this policy is not subject to cancellation, non renewal, material change, or reduction in coverage until 30 days prior written notice has been given to the Purchasing Agent for the City of Alexandria, Virginia." The words "endeavor to" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
4. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the successful bidder, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.
5. The City of Alexandria (including its officers, agents and employees) is to be listed as an additional insured under all coverage except Workers' Compensation, Automobile Liability, and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this paragraph **shall be primary with respect to the City, its officers, agents and employees.**
6. The successful bidder shall provide insurance as specified in the "City of Alexandria, Virginia Insurance Checklist".
7. The successful bidder covenants to save, defend, keep harmless and indemnify the City and all of its officers, agents and employees (collectively the "City") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful bidder's performance or nonperformance of the terms of the contract documents or its obligations under the contract. This indemnification shall continue in full force and effect until the Successful Bidder completes all of the work required under the contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the City for which the City gives notice to the successful bidder after the City's final acceptance of the work.
8. The successful bidder shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the contract. The Successful Bidder assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
9. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the City shall have the absolute right to terminate the contract without any further obligation to the successful bidder shall be liable to the City for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the contract at the time of termination.
10. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful bidder shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The successful bidder shall be fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.
12. Precaution shall be exercised by the successful bidder at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful bidder and its subcontractors. The successful bidder shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.
13. If the successful bidder does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City's Purchasing Agent, may be considered. Written request for consideration of alternate coverage shall be received by the City's Purchasing Agent at least (10) ten working days prior to the date set for opening the bids. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for bid openings.

PART 3A
REQUEST FOR PROPOSALS NO.00000090
REQUIRED SUBMITTAL (E)
ATTACHMENT 4 (continuation sheet)
FORM "A" INSURANCE

14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the City. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class IV" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption, in the same manner as described in paragraph 13 above.

1. The City will consider deductible amounts as part of its review of the financial stability of the bidder. Any deductibles shall be disclosed in the proposal, and all deductibles will be assumed by the successful bidder.

II. Successful Bidder's Liability Insurance - "Occurrence" Basis:

1. The successful bidder shall purchase and maintain in a company or companies authorized to do business in the Commonwealth of Virginia, and acceptable to the City such insurance as will protect the successful bidder and the City from claims set forth below which may arise out of or result from the Successful Bidder's operations under the contract, whether such operations are by the successful bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful bidder's employees.
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful bidder's employees.
 - D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful bidder, or by any other person;
 - E. Claims for damages, other than to the work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle;
2. The specific insurance policies required to cover the claims listed above in subparagraph II.1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "City of Alexandria, Virginia Insurance Checklist" contained in the Invitation to Bid documents.
- A. Comprehensive (or Commercial) General Liability - Such Comprehensive (or Commercial) General Liability policy shall include any or all of the following as dictated on the "City of Alexandria, Virginia Insurance Checklist":
 - i. Premises/Operations;
 - ii. Actions of Independent Contractors;
 - iii. Products/Completed Operations to be maintained for two years after completion of the work;
 - iv. Contractual liability including protection for the successful bidder from claims arising out of liability assumed under this contract, and including Automobile Contractual Liability;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse or Underground hazards;
 - vii. Broad Form Property Damage Liability including Completed Operations.
3. Commercial Automobile Liability including Uninsured Motorist' coverage.
4. Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

III. Comprehensive (or Commercial) General or other required Liability Insurance - "Claims Made" Basis

1. If Comprehensive (Commercial) General or other liability insurance purchased by the successful bidder has been issued on a "claims made" basis, the Successful Bidder shall comply with the following additional conditions. The limits of liability and the extensions to be included as described in the "City of Alexandria, Virginia Insurance Checklist" remain the same. However, the successful bidder shall either:
- i. Agree to provide the certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a retroactive date, no later than the beginning of the successful bidder's or subcontractor's work under this contract; or
 - ii. Purchase (an unlimited) extended reporting period endorsement for the policy or policies in force during the term of this contract as evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a certified copy of the endorsement itself.

PART 3A

OPTIONAL SUBMITTAL

USE OF CONTRACTS BY REGIONAL JURISDICTIONS

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

____ Alexandria, Virginia
____ Alexandria Public Schools
____ Alexandria Sanitation Authority
____ Arlington County, Virginia
____ Arlington County Public Schools
____ Bladensburg, Maryland
____ Bowie, Maryland
____ Charles County Public Schools
____ College Park, Maryland
____ Culpeper County, Virginia
____ District of Columbia
____ District of Columbia Courts
____ District of Columbia Public Schools
____ District of Columbia Water & Sewer Auth.
____ Fairfax, Virginia
____ Fairfax County, Virginia
____ Fairfax County Water Authority
____ Falls Church, Virginia
____ Fauquier County Schools & Government, Virginia
____ Frederick Maryland
____ Frederick County, Maryland
____ Gaithersburg, Maryland
____ Greenbelt, Maryland
____ Herndon, Virginia
____ Leesburg, Virginia
____ Loudoun County, Virginia
____ Loudoun County Public Schools
____ Loudoun County Sanitation Authority
____ Manassas, Virginia

YES NO JURISDICTION

____ City of Manassas Public Schools
____ Manassas Park, Virginia
____ Maryland-National Capital Park & Planning Comm.
____ Maryland Transit Administration
____ Metropolitan Washington Airports Authority
____ Metropolitan Washington Council of Governments
____ Montgomery College
____ Montgomery County, Maryland
____ Montgomery County Public Schools
____ Northern Virginia Community College
____ OmniRide
____ Potomac & Rappahannock Trans. Commission
____ Prince George's County, Maryland
____ Prince George's Public Schools
____ Prince William County, Virginia
____ Prince William County Public Schools
____ Prince William County Service Authority
____ Rockville, Maryland
____ Spotsylvania County Schools
____ Stafford County, Virginia
____ Takoma Park, Maryland
____ Upper Occoquan Sewage Authority
____ Vienna, Virginia
____ Virginia Railway Express
____ Washington Metropolitan Area Transit Authority
____ Washington Suburban Sanitary Commission
____ Winchester, Virginia
____ Winchester Public Schools

Vendor Name

PART 3B

REQUEST FOR PROPOSAL NO. 00000090

EMERGENCY COMMUNICATIONS CONSULTING FOR CAD, RMS, AND MDS

INSTRUCTIONS, CONDITIONS AND NOTICES

The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the CITY OF ALEXANDRIA PROCUREMENT DEPARTMENT, unless otherwise specified. Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the Offeror's own risk and relief cannot be secured on the plea or error.

Subject to all state and local laws, policies, resolutions, and regulations and all accepted rules, regulations, limitations imposed by legislation of the federal government, offers on all solicitations issued by the CITY OF ALEXANDRIA PROCUREMENT DEPARTMENT, will bind Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. DEFINITIONS

AGENCY: Any department, agency, authority, commission, board or other unit in the administrative service of the City.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to the City's needs.

CITY: City of Alexandria, Virginia.

CONTRACTOR: Any person having a contract with the City or a using agency thereof.

GOODS: All material, equipment, supplies, printing, and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the request for proposals which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

OFFER: The offer of an Offeror to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the City.

SMALL PURCHASES: A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL SERVICES: Any type of professional service which is performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in Section 3-3-61 of the Code of the City of Alexandria).

PURCHASING AGENT: The City's principal public purchasing official responsible for the purchasing of all goods, services, insurance and construction needed by the City.

REQUEST FOR PROPOSALS (RFP): A request for an offer from prospective Offerors which will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the solicitation.

RESPONSIBLE OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been pre-qualified, if required.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective Offerors that the City wishes to receive offers on a set of requirements to provide goods or services. The notification of City requirements may consist of public advertising (in at least one newspaper having a general circulation in the City); solicitation of suppliers included on the City's bidder's list; by notice posted on the public bulletin board in the division of public purchasing; or by notice posted on the City's website at http://ci.alexandria.va.us/cgi-bin/sol_board.

STATE: Commonwealth of Virginia.

2. AUTHORITY

The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the City. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other City officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the City for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the City shall not be bound thereby.

3. DEADLINE FOR QUESTIONS

All questions concerning this Request for Proposals must be referred to:

John D Soderberg
(703) 746-4397
Email: procurement@alexandriava.gov

Written requests for clarifications of this Request for Proposals shall be accepted only until 4:00 p.m., January 27, 2010. The City shall issue a written addendum to clarify any issues raised. **Verbal questions shall not be permitted.**

4. SOLICITATION AMENDMENTS

Any revisions to this Request for Proposals will be made only by an addendum issued by the City, which shall be made available to all prospective Offerors. All addendums can be accessed at the solicitation board, http://alexandriava.gov/cgi-bin/sol_board.

5. OMISSIONS AND DISCREPANCIES

Prior to the deadline for submission of proposals, should an Offeror find discrepancies in, or omission from, the Request for Proposals, including the drawings and/or specifications, he or she shall notify the Purchasing Agent immediately. If necessary, the Purchasing Agent will send a written addendum for clarification to all prospective Offerors.

6. DISSEMINATION OF INFORMATION DURING THE SOLICITATION PROCESS

Offerors are advised that oral explanations or instructions given by City personnel during the solicitation process at any time before the award of the contract will not be binding on the City. The only information given an Offeror concerning this Request for Proposals which will be binding on the City is information which is furnished to all Offerors who have formally notified the Purchasing Division of their interest in responding to this Request for Proposals and which is conveyed through a written addendum to the Request for Proposals. Written addenda will be issued when additional information is deemed necessary, and when the lack of such information may prove prejudicial to uninformed Offerors. All such addenda shall be signed by Offerors and returned with their proposals on or before the Request for Proposals closing date and time.

7. LATE PROPOSALS

Responses to this Request for Proposals received after the date and time specified in this Request for Proposals are considered late and shall not, under any circumstances, be considered for any award resulting from this Request for Proposals.

8. PROPOSALS

Sealed proposals are due in the City of Alexandria, Procurement Department, Suite 301 – Banker's Square, 100 North Pitt Street, Alexandria, Virginia 22314, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this Request for Proposals. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified and will be returned unopened to the Offeror. The City will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

It is the Offeror's responsibility to clearly identify and describe the services being offered in response to the Request for Proposals. Offerors are cautioned that organization of their response, as well as thoroughness, is critical to the City's evaluation process. The Request for Proposals submittal forms must be completed legibly and in their entirety, and all required supplemental information must be furnished and presented in an organized, comprehensive and easy-to-follow manner. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate art work, expensive paper, bindings, visual and other expensive presentation aids are not required. The City encourages Offerors to use recycled paper, whenever possible.

9. PROPOSAL WITHDRAWAL OR MODIFICATION

Proposals may be withdrawn or may be modified by the Offeror upon receipt of a written request received before the time specified for the due date. Requests to withdraw or modify an Offeror's proposal received after the solicitation due date and time will not be considered.

10. DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this Request for Proposals. A debarred potential Offeror must automatically be considered non-responsible in connection with this RFP. The City reserves the right to consider an Offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the Offeror unable to perform the requirements of the contract.

An Offeror may be requested at any time by the Purchasing Agent to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an Offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective Offeror.

The Purchasing Agent may deny the award of a contract to any Offeror who is in default of payment of any money due the City.

In determining the responsibility of an Offeror, the following criteria will be considered:

- a. The ability, capacity and skill of the Offeror to perform the contract or provide the services required;
- b. Whether the Offeror can perform the contract or provide the services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the Offeror;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the Offeror to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required; and
- h. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract.

11. OFFER SUBMISSION

The original copy of the proposal package's Part II documents (Required Offeror Submittals), including the Offer and Award Form, Pricing Schedule, the Equal Employment Opportunity Agreement, Certified Statement of Non-Collusion and Disclosures Relating to the City Officials and Employees Form, shall be submitted to the Purchasing Agent properly signed and sealed in an envelope. The Offeror shall affix the City's return label to the envelope. To guarantee security of the offer, the information requested on the face of the City's label shall be completed.

The Offeror should retain one copy of the proposal submittals. Each page returned with the offer and all attachments shall be identified with the name of the Offeror. By submitting an offer, the Offeror declares that it agrees that the offer, specifications, terms and conditions of same shall be binding as a valid contract between the City and the Offeror. Execution of the Offer and Award page by the appropriate City official constitutes acceptance of the offer.

12. EXPENSES INCURRED IN PREPARING OFFER

The City accepts no responsibility for any expense incurred in the offer preparation and presentation, such expense to be borne exclusively by the Offeror.

13. APPEAL OF AWARD OR DECISION TO AWARD

Any Offeror may appeal the award or decision to award a contract in accordance with Section 3-3-104 of the Code of the City of Alexandria within ten (10) days of the award or notice of award, whichever is earlier.

14. TRADE SECRETS AND PROPRIETARY INFORMATION

Trade secrets and proprietary information submitted by an Offeror will not be subject to public disclosure under the Freedom of Information Act. However, the Offeror must invoke the protection of this section before or upon submission of the proprietary data, trade secrets or other protected materials, and must specifically identify the data or other materials that are to be protected and state the reasons why protection from disclosure is necessary.

PART 4

REQUEST FOR PROPOSALS NO. 00000090

EMERGENCY COMMUNICATIONS CONSULTING FOR CAD, RMS, AND MDS

GENERAL CONDITIONS CONTRACT FOR GOODS OR SERVICES

1. DEFINITIONS:

1.01 Contract: The Contract or the Contract Documents shall consist of the following:

- A. The signed Contract, which shall specifically identify all other Contract Documents associated with the Work;
- B. These General Conditions of the Contract;
- C. The Request for Proposals, including Parts 1 through 4 thereof;
- D. Any Addenda issued prior to Proposal or prior to execution of the Contract;
- E. The Proposal; and
- F. Change Orders issued subsequent to the execution of the Contract,

1.02 City: The City of Alexandria, its authorized representatives and employees.

1.03 Purchasing Agent: The Director of the Division of Purchasing of the Finance Department of the City of Alexandria, or his designated representative, who shall serve as the City's contracting officer.

1.04 Purchasing Agent's Technical Representative: The City official who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.

1.05 Work: The Goods or Services required to be delivered by the Contractor pursuant to this Contract.

1.06 Change Order: A written order to the Contractor, signed by the City, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.

1.07 Contract Sum: The total amount payable to the Contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by Change Order.

1.08 Contractor: The individual, firm or organization, which contracts with the City to perform the Work. As employed herein, the term "Contractor" may refer to an individual, an organization, or to the Contractor's authorized representative.

1.09 Acceptance (Goods): When used with respect to Goods, Acceptance shall mean, after a reasonable opportunity to inspect, the approval of Contractor's invoice for such Goods by the Purchasing Agent's Technical Representative.

- 1.10 Acceptance (Services):** When used with respect to Services, Acceptance shall mean approval of Contractor's invoice for such Services by the Purchasing Agent's Technical Representative.
- 1.11 Time(s) for Performance:** The date(s) on which Goods are required to be delivered and/or Services are required to be provided, in accordance with the Contract Documents.
- 1.12 Final Payment:** The payment of the balance of the Contract Sum, following the Acceptance of all Goods and Services delivered pursuant to this Contract.
- 1.13 Notice:** As defined in Paragraph 20.
- 2. THE CITY:**
- 2.01 Authority of the Purchasing Agent:** The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Article 10. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
- 2.02 Authority of the Purchasing Agent's Technical Representative:** The Contract shall be administered by the Department of Transportation and Environmental Services, Transit Services Division, or his designated representative, who shall be referred to in the Contract Documents as "the Purchasing Agent's Technical Representative."
- 2.03 Additional City Representatives:** The Purchasing Agent's Technical Representative may designate one or more additional representatives to coordinate with the Contractor and/or to inspect the Work performed by the Contractor.
- 3. THE CONTRACTOR:**
- 3.01 Licensure:** To the extent required by the Commonwealth of Virginia or the City of Alexandria, the Contractor shall be duly licensed to sell the Goods or to perform the Services required to be delivered pursuant to this Contract.
- 3.02 Key Persons:** If any "Key Persons" are identified in Contractor's Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.
- 4. TERMS FOR PERFORMANCE:**
- 4.01 The Work.** The Goods and/or Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All Goods shall be in conformance with the requirements of the Contract Documents and shall be new and unused, unless otherwise specified. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.
- 4.02 Time for Performance:** Time is of the essence of this Contract. The Contractor shall deliver all Goods and perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.
- 4.03 Brand Name or Equal:** Unless otherwise indicated, all brand name references in the Specifications are intended to define a standard and a quality. Substitutions may be used with the written approval of the Purchasing Agent after the Contractor has demonstrated to the satisfaction of the City that the substituted item(s) is equivalent to the one specified. Individual items approvals do

not relieve the Contractor of the responsibility to provide a total system that performs in a manner and of a quality intended by the Contract Documents.

5. INSPECTION, ACCEPTANCE AND REJECTION:

- 5.01 Quality Assurance:** Contractor and its subcontractors shall provide and maintain a quality assurance system acceptable to the City covering Goods and Services under this Contract and will tender to the City only those Goods that have been inspected and found to conform to the Contract Documents. Contractor will keep records evidencing inspections and their result, and will make these records available to the City during Contract performance and for three years after Acceptance. Contractor shall permit the City to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- 5.02 Inspection by the City:** All Goods shall be subject to inspection and test by the City or its authorized representatives. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the City. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- 5.03 Acceptance:** All Goods to be delivered hereunder shall be subject to final inspection, test and Acceptance by the City at destination, notwithstanding any payment or inspection at the source.
- 5.04 Rejection:** The City shall give Notice of Rejection of Goods delivered or Services performed hereunder within a reasonable time after receipt of such Goods or performance of such Services. Acceptance by the City shall not waive any rights that the City might otherwise have at law or by express reservation in this Contract with respect to any nonconformity.
- 5.05 No Waiver of Defects:** Failure of the Purchasing Agent's Technical Representative during the progress of the Work to discover or reject defective Work or Work not in accordance with the Contract Documents shall not be deemed an Acceptance thereof nor a waiver of the City's rights to a proper execution of the Work or any part of it. No progress payment shall be construed to be an Acceptance of the Work or materials which are not in accordance with the Contract Documents, nor a waiver of the City's rights.
- 5.06 Acceptance of Defective or Nonconforming Work:** The City reserves the right to accept any defective Work or Work not in compliance with the Contract Documents; provided, however, that in such event the Contract Sum shall be reduced by an appropriate and equitable amount to account for such defect or noncompliance.

6. SAMPLES:

- 6.01 Samples:** Samples of items may be required by the City for inspection and specification testing and must be furnished free of expense to the City. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- 6.02 Return of Samples:** Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

7. WARRANTY:

- 7.01 General Warranty:** Contractor warrants that the Goods and Services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the City, free from defects in design. The City's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

- 7.02 One Year Continuing Warranty; Equipment Warranties:** In addition to any specific warranty required by the Contract Documents, Contractor warrants all Work against defects in material or workmanship for a period of one year from the date of Acceptance, unless specified otherwise. Contractor shall secure and assign to the City all written warranties of equipment or materials furnished to Contractor or its subcontractors by any manufacturer or supplier.
- 7.03 Commencement of Warranties:** All periods of warranty, and periods of manufacturers' product and/or equipment warranties shall commence on the date of Acceptance of the Work and shall extend for a minimum period of one year thereafter.
- 7.04 Successors and Assigns:** All warranties, including special warranties specified elsewhere herein, shall inure to the City, its successors, assigns, customer agencies and users of the Goods or Services.
- 8. PACKING AND SHIPMENT:**
- 8.01 Containers:** All Goods shall be packed in suitable containers for protection in shipment and storage, and in accordance with applicable Specifications. Each container of a multiple container shipment shall be identified to: show the number of the container and the total number of containers in the shipment; and the number of the container in which the packing sheet has been enclosed.
- 8.02 Packing Sheets:** All shipments by Contractor or its subcontractors must include packing sheets identifying: the City's Contract Number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.
- 8.03 Shipments:** Shipments must be made as specified in this Contract, as it may be amended, or as otherwise directed in writing by the Purchasing Agent.
- 9. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:**
- 9.01 Transportation Costs Included in Contract Sum:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the City unless expressly included and itemized in the Contract.
- 9.02 F.O.B. Shipments:** Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The City may permit use of an alternate carrier at no additional cost to the City with advance written authorization of the Purchasing Agent's Technical Representative.
- 9.03 Damage to Goods:** On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the City in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the City, shall at Contractor's own expense assist the City in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 10. CHANGES:**
- 10.01 Change Orders:** The City may order changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Time for Performance being adjusted accordingly. Such changes in the Work shall be authorized only by written Change Order signed by the Purchasing Agent. The Contract Sum and the Time for Performance shall be changed only by Change Order signed by the Purchasing Agent.
- 10.02 Ordering Option:** When an Invitation to Bid specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the Invitation to Bid at the

same unit prices stated in the Contractor's Bid for a period of thirty (30) days after the Contract Award. The amount of any such additional quantities shall be added to the Contract Sum by Change Order.

- 10.03 Option Periods:** If the Contract Documents include one or more option periods, any Contract renewals shall be authorized by Change Order signed by the Purchasing Agent. The Contract Sum in the option period(s) will be based on firm fixed prices. Unless otherwise mutually agreed, in writing, changes in the Contract Sum for subsequent yearly contract renewals shall be equal to the percentage change in the Consumer Price Index, for all Urban Consumers (CPI-U), for the Washington DC Metropolitan Area from the date of Contract award to the date of the Change Order authorizing the Contract renewal.

11. PAYMENTS TO CONTRACTOR:

- 11.01 Payment for Goods upon Delivery:** If the Contract requires the delivery of Goods at a specified time, the Contractor shall submit its invoice for the Goods, at the fixed price specified in the Contract, at or within a reasonable time after delivery. If the Goods are accepted, the Purchasing Agent's Technical Representative will approve the invoice and process it for payment.

- 11.02 Payment for Services:** If the Contract requires the Contractor to perform Services, the Contractor shall submit its invoice for the Services performed during the previous month on or before the 15th day of the following month. The invoice shall bill for the Services at the fixed monthly rate specified in the Contract Documents or shall detail those Services provided and bill at the rates specified in the Contract Documents. The Purchasing Agent's Technical Representative shall verify that the Services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and process it for payment.

- 11.03 Progress Payments:** If authorized by the terms of the Contract, the Contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide. Upon submission of the request for progress payment, the Purchasing Agent's Technical Representative shall verify the Contractor's entitlement thereto and, if appropriate, shall approve the invoice and process it for payment.

- 11.04** The Contractor shall submit original invoices to the Purchasing Agent's Technical Representative, which clearly describe and itemize the equipment, supplies or Services provided. In addition, invoices shall contain, at a minimum, the following information:

- A. The date of the Contract;
- B. The Contract Number;
- C. The unit price in accordance with the firm fixed price stated in the Contract;
- D. The total extended price; and
- E. The total price to the City of the Goods or Services provided.

The City reserves the right to determine whether the invoice is clear or properly itemized. However, if abbreviations or jargon are used on the invoice, the Contractor shall provide a key printed directly on the invoice to explain the abbreviation or jargon.

- 11.05 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:

- A. Defective Work not remedied;

- B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- D. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. Damage to the City or another contractor;
- F. Reasonable evidence that the Work will not be completed on or before the Time(s) for Performance;
- G. Persistent failure to carry out the Work in accordance with the Contract Documents; or
- H. 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.

11.06 Time for Payments. In accordance with Section 3-3-56 of the Code of the City of Alexandria, payments are due and payable forty-five (45) days after: (a) the date of the City's receipt of Goods or Services; or (b) the Purchasing Agent's Technical Representative's receipt of the Contractor's valid invoice, whichever is later. Within 30 days after receipt of the invoice the City shall give the Contractor Notice of any defect or impropriety which would prevent payment by the required payment date.

12. TERMINATION OR SUSPENSION:

12.01 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.

12.02 Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) 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 10%, or (2) the pro rata percentage of completion based upon any schedule of payments set forth in the Contract Documents, plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. 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 Paragraph 21, insofar as they pertain to amounts claimed to be due hereunder.

12.03 Termination for Default. The City of Alexandria may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

- A. If the Contractor fails to deliver the Goods or perform the Services within the Time(s) for Performance specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee;
- B. If the Contractor fails to perform any of the other provisions of this Contract, fails to make progress so as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Purchasing Agent or his designee; or
- C. Without further notice, if the Contractor defaults in the performance of its duties pursuant to paragraphs (A) and/or (B) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.

In the event the City terminates this Contract in whole or in part as indicated above, the City may purchase from other vendors Goods or Services similar to those terminated. The defaulting Contractor shall be liable to the City for any excess costs for such similar Goods or Services.

12.04 Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs of failure to perform 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 Time(s) for Performance.

13. CLAIMS AND DISPUTES:

13.01 Claims: Contractual claims shall be submitted in writing not later than sixty (60) days after the date of Final Payment. 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 pursuant to this Paragraph 13.01 shall not be sufficient unless Contractor complies with each of the following:

- A. The Contractor shall, within five (5) 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 Purchasing Agent'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.
- B. Within twenty (20) days after delivering such Notice, the Contractor shall deliver to the Purchasing Agent and the Purchasing Agent'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.
- C. The Purchasing Agent or his designee shall make a determination of the claim within fifteen (15) days after receipt of the itemized breakdown described in Subparagraph B above, which decision shall be the final determination of the City.

13.02 No Claim 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.

13.03 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.

- 13.04 Exhaustion of Administrative Procedures:** The City and the Contractor agree that no claim or controversy arising under this Contract at any time during or after the performance of the Work shall be brought before any court without first having been submitted to the procedures outlined above, and that failure to comply with such procedures shall be deemed a waiver of such claim.
- 13.05 Contractor to Continue Work during Pendency of Dispute:** Unless ordered by the City to suspend all or a portion of its Services hereunder, the Contractor shall proceed with the performance of the Work without any interruption or delay during the pendency of any dispute resolution procedures.
- 14. INSURANCE:**
- 14.01 Insurance Required:** Prior to beginning Work under this Contract, the Contractor shall furnish to the Purchasing Agent a certificate or certificates of insurance, showing that the Contractor has obtained, at its own expense, all insurance coverage listed in the "City of Alexandria, Virginia, Insurance Checklist." These certificates of insurance shall list the City of Alexandria as an additional insured in the amounts and types of insurance listed in the "City of Alexandria, Virginia, Insurance Checklist."
- 15. INDEMNITY:**
- 15.01** The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the Contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Contractor or its Subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.
- 16. EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor hereby agrees:
- 16.01 Discrimination Prohibited:** 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.
- 16.02 Affirmative Action:** To implement an affirmative action employment program as defined in Section 12-4-3 of the Code of the City of Alexandria to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria and approved by the City Council of the City of Alexandria.
- 16.03 EOE Statement:** 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 same.
- 16.04 Notice to Labor Unions:** 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.
- 16.05 Reports to the City:** 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 Code of the City of Alexandria.

- 16.06 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 Paragraph.
- 16.07 Accommodation of Disabled Workers:** 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.
- 16.08 Reasonable Accommodations:** That for the purpose of this paragraph 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, acquisitions or modification of equipment or devices, the provision of readers or interpreters and other similar actions.
- 16.09 Undue Hardship:** That 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:
- 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.
- 16.10 Refusal to Employ:** That it 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.
- 16.11 Subcontracts:** To include the provisions in Paragraphs 16.01 through 16.10 of this Article in every subcontract so that such provisions will be binding upon each subcontractor.
- 16.12 Non-compliance:** That 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.
- 17. SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH:**
- 17.01** The City of Alexandria 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 SDBE program.
- 18. ETHICS IN PUBLIC CONTRACTING:**
- 18.01** 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., the State and Local Government Conflict of Interest Act, Va. Code §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Va. Code §§ 18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, and Article I of Chapter 3, Title 3 of the Code of the City of Alexandria, all as the same may be amended from time to time, are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

19. DRUG-FREE WORKPLACE:

19.01 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.

19.02 Definition: For the purposes of this Paragraph, "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.

20. NOTICE:

20.01 Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "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.

20.02 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.

20.03 Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the Purchasing Agent's Technical Representative, with a copy to the Purchasing Agent.

21. AUDIT AND PRICE ADJUSTMENT:

21.01 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.

21.02 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.

22. SERVICE CONTRACT WAGES:

22.01 Living Wage: If applicable, the Contractor shall comply with provisions of Section 3-3-31.1 of the Code of the City of Alexandria during the performance of this Contract. All Contractor employees working on City-owned or City-occupied property shall be paid an hourly wage no less than the hourly wage rate published on the City's world-wide web site at the time of Contract execution (the "Living Wage").

- 22.02 Option Periods:** For each option period for which the Contract is renewed, Contractor shall adjust employee wages to correspond to the Living Wage rate posted on the City's worldwide web site (<http://alexandriava.gov/purchasing/livingwage.html>) as of the date of the Change Order authorizing the option period. For fixed price contracts, the Contractor shall pay employees the new rate within the Contract fixed price, as adjusted solely under the provisions of Paragraph 10.03. For cost reimbursement contracts where the City has agreed to reimburse the Contractor's direct costs, the Contractor shall submit, on a form acceptable to the Purchasing Agent, the names of all employees who will be affected by the Living Wage requirements of this paragraph, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at renewal, and the change in total direct labor costs as a result of the Living Wage changes. No cost reimbursement contract shall be renewed until this information is submitted and approved by the Purchasing Agent. The cost of any such increase in wages, together with applicable labor burdens, shall be added to the Contract sum of cost reimbursement Contracts, in addition to any increase otherwise allowed pursuant to Paragraph 10.03.
- 22.03 Complaints by Aggrieved Employees:** Within six (6) months of the Contractor's failure to comply with the Living Wage requirements of this provision, an aggrieved employee may file a complaint with the City's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid its employees a wage rate less than that required by the Contract, the Contractor shall be liable to the employees for the amount of the unpaid wage, plus interest at the judgment rate. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the City's Purchasing Agent, or takes any other action to enforce the requirements of this clause.
- 22.04 Additional Compliance Requirements:** At all times during the term of the Contract, the Contractor shall:
- A. Post the current wage rate in English and Spanish at a prominent place at its offices and each location where its employees perform Services under this Contract;
 - B. Provide, within five (5) days of an employees' request, a written statement of the then current required wage rate;
 - C. Include the provisions of this clause in all subcontracts for work to be performed by subcontractors on City-owned or City-occupied property, so that provisions of this clause are binding upon subcontractors;
 - D. Comply with all applicable federal, state and City laws, rules and regulations, including, but not limited to the U.S. Fair Labor Standards Act of 1938, as amended, the U.S. Occupational Safety and Health Act of 1970, as amended, the U.S. Employee Retirement Income Security Act, as amended, and Chapter 3 of Title 40.1 of the Code of Virginia, 1950, as amended (for the purposes of this Contract, the annual schedule of City holidays published by the City Manager's Office shall be used); and
 - E. Submit, within five (5) working days of the end of each period, quarterly and annual payroll reports in a form approved by the Purchasing Agent to include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.
- 22.05 Contractor Record Keeping:** The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform Services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the City's Purchasing Agent, or authorized representative, to examine, and make copies of, such records at reasonable times and without unreasonable interference with the business of the Contractor.

- 22.06 Violations:** Violation of any law, rule, regulation, or provision of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor.
- 23. MISCELLANEOUS PROVISIONS:**
- 23.01 Governing Law:** This Contract is governed by the applicable provisions of the Code of the City of Alexandria, and the laws of the Commonwealth of Virginia.
- 23.02 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.
- 23.03 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.
- 23.04 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 save harmless the City, its 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, its 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.
- 23.05 Patents, Trademarks:** Contractor and City agree that City has, to the full extent of Contractor's rights therein, unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, any and all data prepared or used by Contractor under this contract (except information incidental to contract administration, such as financial, administrative, cost or pricing, or management information), including any and all recorded information, regardless of form or media on which it may be recorded, and including technical data and computer software, and Contractor and City agree that contractor shall provide City full and complete access to such data.
- 23.06 Severability:** Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.
- 23.07 Survival:** Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Articles 7 (Warranty); 13 (Claims and Disputes); 15 (Indemnity), and 21 (Audit and Price Adjustment), shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
- 23.08 Non-Waiver:** The failure of 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, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

23.09 Headings: Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (S-disregarded entity, C-corporation, P-partnership) ☐ ☐ Other (see instructions) ☐	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	List account number(s) (if any) (optional)
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, use the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 2.		
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person defined below.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, for real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person	Date
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form		
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);		
2. Certify that you are not subject to backup withholding; or		
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:		
• An individual who is a U.S. citizen or U.S. resident alien; • A partnership, corporation, non party, or association created or organized in the United States or under the laws of the United States; • An estate (other than a foreign estate); or • A domestic trust (as defined in Regulations section 301.7701-7).		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:		
• The U.S. owner of a disregarded entity and not the entity;		

OMB No. 1545-0047

Form W-9 (Rev. 10-2007)