



**PUBLIC NOTICE
REQUEST FOR PROPOSALS
ALEXANDRIA SANITATION AUTHORITY**

Sealed proposals will be received, in the number required, until 2:00 P.M., Official Time, Wednesday, September 29, 2010, at which time only the names of the firms responding will be read aloud in the Office of the Purchasing Agent, 1500 Eisenhower Avenue, Alexandria, Virginia 22314, for providing the Authority with the following:

**WEB DESIGN SERVICES
RFP #10-17**

The work comprises performing web design services for an estimated three to six month period as specified in the proposal documents.

Proposal Documents may be obtained at the State of Virginia website www.eva.virginia.gov or from the Office of the Purchasing Agent, at the address above, or by telephoning the Purchasing Office at (703) 549-3381 or by e-mail: brian.drury@alexsan.com.

Sealed proposals shall adhere to all conditions in the proposal documents. They shall be submitted in sealed packages clearly marked on the outside "SEALED PROPOSALS FOR WEB DESIGN SERVICES, RFP #10-17, TO BE OPENED SEPTEMBER 29, 2010" and shall be delivered to the Purchasing Agent, 1500 Alexandria Ave, Alexandria, Virginia 22314.

Alexandria Sanitation Authority reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

Brian C. Drury, CPPB
Purchasing Agent

SCOPE OF SERVICES

Introduction

Alexandria Sanitation Authority, hereinafter known as "ASA" or "the Authority," is soliciting proposals from offertory having experience and qualifications in the area identified in this solicitation. Proposals must contain evidence of the offertory's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by the Authority includes the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the offertory's expertise in the area of this solicitation.

A selection committee will review and evaluate all proposals and identify firms that may be invited to submit more detailed proposals, conduct oral presentations, or both. The selection committee will rely primarily on the proposals submitted in selection of finalists and, therefore, offertory must emphasize specific information considered pertinent to the project and submit all information requested. The Authority may make award of this Contract or initiate negotiations with one or more offertory without further contact with other offertory.

Purpose

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified firm for a redesign of the Alexandria Sanitation Authority (ASA), also referred to as "The Authority," website (<http://www.alexsan.com>) in order to modernize the site's look and feel, and improve user experience. The redesign will take into account current technological trends and best practices for website design, while providing easy access to information for a variety of stakeholder groups.

Background Information

ASA maintains one of the most advanced water treatment facilities in the United States, on a 35-acre site within walking distance of Old Town Alexandria, Virginia. ASA serves about 350,000 people in the City of Alexandria and part of Fairfax County, processing an average of 12 billion gallons of wastewater every year. ASA is committed to being an environmental steward, good neighbor, and industry leader in the day-to-day work of making dirty water clean again.

ASA currently utilizes Internet Information Services (IIS 6) and Dreamweaver for posting information to the website, with IT Staff handling the content management and administration. The desire is to integrate a content management system, utilizing either Joomla or Drupal, so select staff members are able to build content pages with an approval process prior to publication.

ASA went through a partial website redesign in April 2010. The website reflects an updated color scheme, but still requires a modern design and improved user experience. The overall goal will be to have a state-of-the-art website that not only benefits employees and the community, but to also have an award-winning website that matches our award-winning facility.

Detailed Scope of Work

All proposals should take into account the following:

- **Appearance:** Modify the appearance to make the website more readable, aesthetically pleasing, modern, and professional.
- **Design:** Effectively use of the home page real estate and interior pages, while emphasizing ASA's core functions and services.
 - Use clear, mutually exclusive labels and/or headings that the audience can relate to.
 - Use distinct and effective categories and sub categories for each major site section. Do not assume users know how ASA's functional areas are organized.
 - Make sure that each site layer has some distinct structure elements, so that users can identify where they are on the site.
 - Be flexible enough to allow the addition of new services and pages, such as a blog or RSS feed.
 - Enable tools such as Web casting, podcasting, and video-streaming.
 - Allow the ASA's staff to easily maintain the site, including changes to text, graphics, navigation bars, and menus
 - Cascading Style Sheets (CSS) standards for the website to be optimally viewable with modern browsers, and backward compatible to IE 6.0+
 - Possibility of having pop-up messages generated when submitting info on specific pages.
 - Capability to secure and restrict access on specific pages.
- **Navigation:** Improve navigation to adhere to current Internet practices so that the navigation is intuitive and reflects best practices.
 - Update the site's information architecture, with no more than 3-4 main headings.
 - Navigation should include "search" that is easy to locate and use, a site map, a link to the online directories, a contact page, "print this page" function, "e-mail this page" function, a "members-only" areas, and links to interior pages based on ASA's core functions and services.
 - Implement taxonomy features.

- Able to provide tabbed navigation within some landing pages, rotate feature articles, and use of "ICON" for labeling certain features.
 - Include a fat footer, appropriate use of breadcrumbs, and provide global navigation (such as an "I want to..." pull-down or links) to access common action items.
 - Visually identify external links.
 - Simplify the URL naming convention to reflect site structure and use URL aliasing.
- Senior Usability: Use high contrast text, use more whitespace in between lines of text, avoid long pull down menus which require maximal dexterity to use, make sure clickable target areas are bigger and more forgiving, and implement a site-wide control to increase the font size.
 - Content: Optimize use of the content of the site. Include:
 - Ability to create online forms for databases, subscriptions, online submittal, etc.
 - "Job Center" capabilities – apply online, track status, provide confirmations, view number of submissions.
 - Online staff directory/contact information.
 - Google Translate interface.
 - Google Maps and/or zoomable maps functionality.
 - Page templates with options for tabbed or collapsible content blocks.
 - Ability to track total visits vs. unique visits, globally and page specific.
 - Ability to attach/upload docs when contacting thru website.
 - Ability to integrate to existing ASA database/spreadsheet and create/utilize a dashboard feature of running totals of relevant plant operation information.
 - Includes or interfaces with a citizen request system.
 - ADA Compliance: Modify the Web site to become more ADA compliant and user friendly to allow for changing text size, color and text contrasts that are easy to read, etc.
 - Administration: Design must be compatible with the ASA's current hardware and software, and utilizing a CMS from Drupal or Joomla. Provision should be made for the possibility of future components from other vendors.
 - Deliverables: (1) Templates (master, aspx, asp, htm), (2) Style sheets (css), (3) Custom user controls (.ascx) or Server controls (.vb), (4) Custom xml, xsl, or any other custom code, (5) Any custom images created for the design ,(6) All custom .Net source code.

Optional Components

ASA is considering the feasibility and resource requirements of two additional components. There is no guarantee that either component will be included in a final agreement, but ASA is requesting a proposal to include the following:

- An interactive page dedicated to school-age children and educators. The goal is to increase outreach with these groups, provide entertaining games or activities, and utilize the page to educate the community on ASA and the wastewater treatment process.
 - Examples of similar pages include San Diego's "Sewage in Your Face" page (<http://www.sandiego.gov/mwwd/kids>) and DC Water's "DC Water for Kids" page (<http://www.dewater.com/kids/index.html>).
- A citizen request module, allowing individuals to submit questions, complaints or work requests online. This system would also allow ASA staff to enter questions or requests. Incoming requests are assigned to staff/group and tracked, with reporting capabilities.

Additional Submittal Requirements

- **Introductory Statement:** Each Proposer shall briefly introduce itself with a brief overview of its firm and its expertise in the area of Web design projects such as this.
- **Statement of Project Requirements:** Each Proposer shall state in sufficient terms its understanding of the project requirements presented in this RFP. Please include in this section any recommendations the Proposer would make for improvement that ASA has not identified.
- **Cost Estimate:** A detailed non-binding cost estimate for the base scope of work, as well as separate cost estimates for the optional components.
- **Project Timeline:** Each Proposer shall submit a time to complete the project, with a breakdown of major milestones identified.
- **Scope of Work:** Each Proposer shall describe in narrative form its plan for accomplishing the tasks described in the Detailed Scope of Work. Additions to, or modifications of, the Detailed Scope of Work descriptions may be allowed, but reasons for changes shall be fully documented. The Proposer is requested to make specific recommendations to ASA for the successful implementation of this project.
- **Personnel and Prior Experience:** Each proposal should identify the specific executive, professional, and technical personnel who will be assigned to the project throughout implementation and roll-out. The proposal shall indicate the responsibilities each person will have in the project, the approximate number of

hours that this person will commit to the project, and the previous related work experience of each individual. Personnel indicated as having appropriate expertise for this project must be assigned to the project and actively engaged in completion of the tasks. At a minimum, a project manager and technical contact shall be included in the proposal submission. Any changes in assignment of personnel must first be reviewed and approved by ASA to ensure consistent project implementation, training, and testing.

- **References:** Each Proposer shall submit names and contact information for at least three (3) professional references, along with a description of the work that the Proposer did for each reference. The ideal reference will be from a public sector and/or utility organization that recently received services similar to those outlined in the proposal and that were managed by the same project manager and/or project team. ASA reserves the right to contact any reference or client listed that may be helpful to ASA in evaluating the Proposer's performance on previous assignments, whether or not the Proposer provided the reference.
 - All references should be for projects that involved creating designs for web sites using Joomla or Drupal. For each reference, please provide the minimum following information:
 - Organization
 - Contact Name
 - Contact Title
 - Address
 - Telephone
 - Email
 - Project Manager
 - Chief Web Designer
 - Server/Database Platform
 - Contract Dates
 - Number / Type of Support Personnel
- **Subcontractors/Third Party Vendors:** Each Proposer must explain the extent and nature of all additional companies that may supply goods or services under this proposal. Proposers are to include in their responses the following:
 - The words "Not Applicable" if this section does not apply.
 - The name, address, and telephone number for each proposed subcontractor/third party vendor.
 - A brief description of the goods or services that each subcontractor/third party vendor is expected to provide under this proposal.
 - A brief description of the qualifications/experience of the subcontractor/third party vendor and its key personnel or features of its third party products.

If the Proposer's proposal includes subcontractors or third party vendors, ASA expects that the Proposer will act as the prime contractor, and will take full responsibility for delivering and implementing the complete system, including acting as the sole point of contact for payment and problem resolution. Subject to the ASA's approval, the ASA may enter into separate license and maintenance and support agreements for third party products.

Pre-Proposal Information

Questions related to this RFP must be submitted no later than Monday, September 20th at 2:00 PM. Answers will be prepared by ASA staff and posted on the eVA website (<http://www.eva.virginia.gov>) as an addendum by 10:00 AM on Wednesday, September 22nd.

Proposal Submission

Proposers are required to submit an original printed proposal, which must contain original signatures; one (1) electronic copy of the original proposal in MS Word 2007 on CD-Rom; and five (5) printed copies.

Selection Process

Proposals will be evaluated by an evaluation committee, including ASA's IT staff. A minimum of three (3) firms will be selected for oral interview, either in person or through a webinar. The oral presentations/webinar will be the second phase of the selection process and separate from the original evaluation of proposals. Interviews will be conducted and evaluated by the following criteria, which is not necessarily listed in order of importance.

1. Technical Approach
 - a. Comprehension of the work to be performed
 - b. Methods proposed to meet the needs of the project
 - c. Management, allocation and quality of resources, manpower and time in accomplishing the tasks assigned
 - d. Capability to explore and develop innovative or advanced technologies and design
2. Key Personnel
 - a. Specialized experience and technical competence of key personnel.
 - b. Ability of team personnel to partner with ASA staff.
3. Recent record of performance and demonstrated ability to produce quality work, meet schedule and control costs. References requested.
4. Capability and experience in completing work of similar scope and complexity, with consideration of current and planned workload.
5. Familiarity and knowledge of type of problems normally associated with the scope of the project.

6. Possible conflicts of interest which have a bearing on the award of this contract.
7. Written statement that information given at the time of the interview is complete, current, and accurate.
8. The cost of the services to be provided.
9. Sustainable business commitment within the firm and in use among completed projects.

The Authority will negotiate a contract with the firm ranked the highest by the evaluation committee. If an agreement cannot be reached with this firm, the negotiations will officially end, and the firm ranked second will be invited to enter into negotiation.

Should no agreement be reached with any of the firms, the Authority reserves the right to contact other firms who had originally expressed interest in the work.

ASA Entrance for Visitors

New changes have been made to the way you access ASA's facility. There is now an electronic gate at the Eisenhower Avenue entrance in an effort to improve the security and safety for all ASA staff, contractors and visitors. Beginning August 31, 2010, you will need to exit your car at the gate and call in at the intercom on the right-hand side of your car. There is a sign with instructions, but the process is as follows:

- Push the "START" button followed by the number "1" button on the intercom panel.
- An ASA employee will answer the intercom to welcome you and give you instructions on how to proceed through the gate.

We have designed this system with our visitors in mind, incorporating the best system necessary to minimize any inconvenience on your part. If you have any questions, please feel free to contact Heather Thomas, Public Communications Liaison, at (703) 549-3381 x2237 or our Safety Coordinator, Jeff Pratt, at (703) 549-3381 x2231.

PROPOSAL SUBMISSION AND FORMAT

The Authority will follow the evaluation process and selection criteria described in this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, it is highly recommended that adherence to the following standardized Proposal format be used, so that the Authority can locate the suggested elements. While this format is not mandatory, the Authority is not responsible for its failure to locate, consider and evaluate qualification factors presented outside of this format. The suggested format is:

1. Firm's cover sheet showing at least the contact person and telephone number;
2. Letter of transmittal and/or executive summary;
3. Table of contents;
4. Firm profile and government experience;
5. Engagement team government experience;
6. Proposed scope and approach;
7. Cost estimate(s); and
8. Special services and additional information.

The submitted Proposal will ultimately be included or referenced as an intricate part of the resulting contract. Therefore, firms should use care in actually describing which services are included or excluded from the Proposal.

[End of Section]

ALEXANDRIA SANITATION AUTHORITY

REQUEST FOR PROPOSALS NO. 10-17

WEB DESIGN SERVICES

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED AT 2:00 P.M., September 29, 2010.

FOR PROVIDING WEB DESIGN SERVICES PER THE FOREGOING SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL, TRUE, AND COMPLETE COPY OF THE SOLICITATION DOCUMENTS, WHICH SHALL INCLUDE ANY AMENDMENTS THERETO, IS THE HARD COPY OF THE DOCUMENTS AVAILABLE FROM THE OFFICE OF THE PURCHASING AGENT.

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE AUTHORITY, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

1. ALL MATERIAL (PROPOSAL AND ATTACHMENTS) SUBMITTED SHALL BE IN (6) SIX COPIES, CONSISTING OF: ONE PROPOSAL, CLEARLY MARKED ON ITS COVER WITH THE WORD "ORIGINAL", WHICH SHALL INCLUDE A PROPOSAL FORM CONTAINING AN ORIGINAL LONGHAND SIGNATURE; AND (5) FIVE ADDITIONAL COPIES, WHICH MAY INCLUDE A PHOTOCOPY OF THE SIGNED PROPOSAL FORM. THIS ORIGINAL, SIGNED PROPOSAL FORM SHALL BE FIRST PAGE OF THE ORIGINAL PROPOSAL.

2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).

NAME (PRINTED): _____ TEL. NO.: _____

E-MAIL ADDRESS: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act.

Please mark one:

() No, the proposal I have submitted does not contain any trade secrets and/or proprietary information.

() Yes, the proposal I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the proposal containing such data or materials:

State the specific reason(s) why protection is necessary:

Accordingly, effective upon the award of contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE REQUEST FOR PROPOSAL TO BE SUBMITTED WITH THIS PROPOSAL FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

AUTHORIZED SIGNATURE _____

PRINT NAME AND TITLE _____

SUBMITTED BY: (LEGAL NAME OF FIRM)					
ADDRESS:					
CITY/STATE/ZIP:					
TELEPHONE NO:			FACSIMILE NO.:		
TAX ID NUMBER (EIN/SSN):					
THIS FIRM IS A: • INSERT NAME OF STATE _____ ___ CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP					
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?					
OFFEROR STATUS:	MINORITY OWNED:		WOMAN OWNED:		NEITHER:

The Special Conditions, Instructions to Bidders (and Offerors) and General Terms and Conditions, as set out below may apply to all formal bid and proposal solicitations for the Alexandria Sanitation Authority. The bidders are responsible for informing themselves of these requirements prior to submission of bids.

SPECIAL CONDITIONS

CONTRACT DOCUMENTS

Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. The Contract Documents set forth the entire Agreement between the Authority and the Contractor. The Authority and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the Authority Project Officer, otherwise known as the Public Communications Liaison, who shall be appointed by the Director of the agency requesting the work under this solicitation. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the Authority determines that all requirements and conditions have been satisfactorily met and the Authority has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the Authority will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the Authority in its discretion.

In the event the Authority decides to terminate this Contract for failure to perform satisfactorily, the Authority will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the Authority. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the Authority prior to such termination. However, an amount equal to all additional costs required to be expended by the Authority to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the Authority terminates the Contract.

Except as otherwise directed by the Authority, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the Authority), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

TERMINATION FOR THE CONVENIENCE OF THE AUTHORITY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the Authority's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the Authority; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

PAYMENT TERMS

Payment terms will be recorded by the Authority as Net thirty (30) days. The Authority will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the Authority for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the Authority.

BID AND PROPOSAL SUBMISSIONS

Unless otherwise specified, the Authority reserves the right: (1) to award in part or in whole, (2) to reject any or all proposals, (3) to waive any informalities in proposals and (4) to award so as to best serve the interest of the Authority.

TAX EXEMPT

Prices shall not include Federal, State, or Local taxes for materials and supplies. Federal Excise Tax Exemption Number is A-147650. Virginia State Sales Tax ST-12 forms are

supplied upon request. Construction projects may or may not qualify for extensions of Sales Tax Exemption to Contractor's vendors. This shall be addressed on a project by project basis within individual specifications.

EXCEPTIONS

Any and all exceptions to conditions of specifications must be submitted in writing at time of bid as part of bid submission whether specifically marked "exceptions" section is incorporated on the proposal form or not.

BRAND NAMES AND APPROVED EQUALS

Any catalog, brand name, or manufacturer's reference used in a bid invitation is descriptive, not restrictive and shall be deemed to indicate "or approved equal" whether or not so stated, unless justification by reason of sole source or emergency condition (e.g. repair parts, etc.) is specifically cited. Bids on brands of like nature and quality will be considered, provided the bidder submits a complete description of same and notes any and all reference numbers. Otherwise, it shall be understood that the specified brand will be furnished. Equality of like nature items will be determined by the staff of the Authority under the guidance of the Purchasing Agent. In such instances, the judgment of the Authority is final. Exception to this "or approved equal" clause will be made if the bid calls for prequalification of products. In this case, only those brands and models cited in the bid documents, or those otherwise pre-qualified as set forth in said document, will be considered.

AWARD OF CONTRACT

A written notice of award (or acceptance of bid) shall be provided to the successful bidder within the specified acceptance period. It may be in the form of a letter, or a purchase order, either of which shall be deemed a binding contract without further action by either party. If a formal contract is required, it shall be written and issued by the Purchasing Office for execution by the vendor. All copies shall then be returned to the Purchasing Agent, who will be responsible for obtaining the proper signature(s) for the Authority and dispersing the copies appropriately.

SAMPLES

Samples, when required in bid specifications, shall be delivered to the Purchasing Office at the bidder's expense by the date and time specified in the bid documents; said time in no case shall be later than the bid opening. Samples shall be removed by the bidder at his own expense within thirty (30) days after written notice to do so. Failure to do so may result in storage of the property at the bidder's risk and expense, or declaration as abandoned property and subject to disposal as such.

EMS

The Authority has an active Environmental Management System (EMS) in place. Any supplies or services may be subject to requirements contained within the parameters of this system. Specific requirements may be included in solicitations to which vendors

respond and will thereby be a mandatory feature of a responsive submission.

INQUIRES: All inquiries must be received IN WRITING at least 10 days prior to the receipt date of the Proposal, and must identify the Proposal of reference by number, title and receipt date. The Authority will issue a written addenda to any inquiries which result in alteration of part of the scope of the RFP.

DELAYS IN SUBMISSION OF PROPOSAL: If delay is foreseen by prospective Offeror, extension shall be requested in writing from the Purchasing Agent. The Authority has the right to extend the proposal submission date, unless further delay of the project would be adverse to the Authority. In the case, where an ITB or RFP is extended, it will be done by written addendum to all prospective Offeror, giving the subsequent date for submission.

LATE PROPOSALS:

Late Proposals will be returned to Offeror UNOPENED, if container is completely and properly identified.

ERRORS IN UNIT PRICING

When an error is made in computing the extension of total price(s), the unit price(s) shall govern.

AUTHORITY TO BIND FIRM IN CONTRACT

Proposal MUST give name and address of firm or individual offering bid. Person signing Proposal should show TITLE or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

CONTRACT TERM

The Authority intends to establish a contract for Web Design Service for three to six months until completion of the project. Upon mutual consent of both parties, this contract may be extended. Consummation of a contractual agreement is contingent upon a contract acceptable to the Authority.

[End section]

INSTRUCTIONS TO BIDDERS (AND OFFERORS)

ADDITIONAL INFORMATION

Any questions relating to this solicitation shall be submitted in writing to Brian Drury, Purchasing Agent Fax Number (703) 549-9671.

If any questions or responses require revisions to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a separate Authority contact for technical information, bidders are cautioned that any written or oral representations made by any Authority or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent. For determination as to whether an oral or written representation of any Authority employee or other person requires that an amendment be issued, contact the Authority Purchasing Office in writing at Fax Number (703) 549-9671.

WRITTEN CLARIFICATIONS AND ADDENDUMS

Only written communications relative to this procurement will be considered. No oral communication by either the offer or any representative of the Authority shall alter or amend the intention of these specifications or be binding thereupon. Written addenda will be issued for any clarifications and/or changes necessitated by appropriately posed questions from potential bidders and/or representatives of the Authority. Written acknowledgment of all addenda is necessary for bid to be considered complete and responsive. This shall be accomplished via regular mail, unless specific allowance of fax and/or email is formally made known in advance by the Authority in the interests of time. This shall apply to informational exchange only and not to final submission of bids, RFP's or Formal Competitive Quotations.

BID AND PROPOSAL WITHDRAWALS

Formal bids and proposals, amendments thereto, or requests for withdrawal of bids or proposals, (with the exception of withdrawal of construction bids) received after the time specified for bid opening will not be considered. Withdrawal of construction bids shall be as set forth in the Public Notice/ Invitation to Bid. Bids and proposals received late, after the bid opening time, will be returned to the bidder/proposer unopened.

PROPERLY MARKED BIDS AND PROPOSALS

Properly marked proposals received prior to the specified time of opening will be securely kept, unopened, in the office of the Purchasing Agent. The Purchasing Agent or duly appointed representative will determine when the specified time has arrived and no proposal shall be received thereafter regardless of the mode of transportation, postmark, or any other indication that delay may not have been caused by the offeror. OFFERORS ARE SOLELY RESPONSIBLE FOR THE ARRIVAL OF THEIR PROPOSAL DOCUMENTS BY THE TIME APPOINTED FOR THE OPENING. Only those proposals properly marked and sealed, and in the possession of the Purchasing Agent prior to the appointed time will be read as "received." No liability shall attach to the Purchasing Agent, or appointed representative for a premature opening of an improperly addressed or improperly identified proposal.

FACSIMILE BIDS

Unless specifically authorized, telegraphic or facsimile bids will not be considered. Modification by telegram or facsimile, of previously submitted bids will be effective if received IN WRITING, prior to opening time of the bid.

TRADE SECRETS

Bids or proposals containing trade secrets or proprietary information submitted by a bidder, offeror contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary for each section. Claim of trade secrets or proprietary information for entire bid or proposal submission is not permissible.

COMPLETENESS OF BIDS

All information required by the Invitation to Bid, Instructions to Bidders, Specification, and Bid Forms must be supplied, all blanks filled, to constitute a complete and regular bid.

BINDING BIDS AND PROPOSALS

Unless otherwise specified by the Authority, all formal bids submitted shall be binding for the Authority's acceptance for a minimum of sixty (60) days from the date of the bid opening. Exceptions to this will be noted in the individual specifications.

OFFEROR INVESTIGATIONS

Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by the Authority that the offer or will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the Contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

TWO-STEP EVALUATION

Evaluation of responses shall be a two step process. The first step consists of scoring the responses of all offertory to create a short list of those deemed most qualified to perform the work. Three or more of the highest scoring offertory will be included in the short list. The scores for the first step are solely to identify those who will proceed to the second step. The second step is the selection of the finalist(s) from the short listed offertory, and will be based on an evaluation of either the short listed offertory interviews and oral presentations, or the quality of responses to the Authority's request for additional information, or a combination of these factors. The scores received by the finalists in the step one evaluation will not be used in step two except as a tie breaker.

PROHIBITION AS SUBCONTRACTOR UNDER COMPETITIVE NEGOTIATIONS

No Offeror who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted.

PRE-PROPOSAL MEETING

There is no provision made for a pre-proposal conference prior to the due date. All necessary information is contained in this request for proposal and the accompanying attachments.

UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and other presentations are neither necessary at this time nor desired by the Authority.

CONFLICT OF INTEREST STATEMENT

The offeror must provide a statement regarding potential conflict of interest as described below. The certification shall accompany the response to this solicitation and shall be in the form below, signed by a principal of the offertory's firm and notarized.

The offeror certifies that neither the offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Authority as a result of this solicitation.

If the offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the Authority, the offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public.

The offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Authority as a result of services furnished by the offeror under any contract award made as a result of this solicitation.

FIRM NAME: _____

SIGNED BY: _____

NAME/TITLE: _____

DATE: _____

(INSERT NOTARIZATION)

[End of Section]

GENERAL TERMS AND CONDITIONS

AUTHORITY EMPLOYEES

No employee of the Authority shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

EMPLOYMENT DISCRIMINATION IS PROHIBITED

Employment discrimination by contractor prohibited. The following shall apply in every contract of over \$10,000.

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

DRUG FREE WORKPLACE

As a public employer with a special responsibility for the health and welfare of its customers and employees, the Alexandria Sanitation Authority is committed to a DRUG FREE WORKPLACE. All job applicants at the Authority undergo drug/alcohol tests prior to employment. Current employees are also subject to drug/alcohol tests if reasonable suspicion exists of drug/alcohol involvement or usage.

On site drug/alcohol use, possession or sales will not be tolerated. The Authority works closely with the City of Alexandria Police Department in eliminating any suspected drug

violations. All contractor and vendor personnel are required to inform their employees of the Alexandria Sanitation Authority drug free policies and their expected adherence to those policies while on Authority property.

The Authority reserves the right to search any vehicles on Authority property at the Authority's discretion. All visitors including contractors must obtain a Visitor's Pass if his/her vehicle(s) will be on the plant site for one hour or more. If not dispensed at the Authority gate, these may be obtained at the Administration/Lab building, 1500 Eisenhower - 2nd floor Reception, Personnel Department, or Purchasing Department, all located on the second floor of the building cited.

Complete Authority policies in this regard are available upon request from the Personnel Office, and are provided to all contractors prior to institution of services or construction.

INDEMNIFICATION / HOLD HARMLESS

The contractor agrees to save, defend, hold harmless, and otherwise indemnify the Authority, and all its officers, departments, agencies, agents, and employees (collectively referred to as the "Authority") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the contractor's negligent performance or non-performance of its work called for by the Contract Documents.

DELIVERIES

Delivery of merchandise must be as per instructions in the bid and/or in the notice of award or Purchase Order(s) involved. Delivery to an alternate location will not be acceptable.

LIABILITY

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The Authority shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Authority, that make performance impossible or illegal, unless otherwise specified in the Contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the Authority.

APPLICABLE LAWS

Contractor is responsible for compliance with all applicable Federal, State, and local laws and ordinances including, but not limited to: provisions contained the Virginia Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2 of the Code of Virginia as amended, and the Virginia Procurement Act, in its entirety. The Contractor certifies that its offer is made without collusion or fraud and that it has neither offered nor received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation and that it has not conferred upon any public employee having official responsibility for this solicitation any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The Authority may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the Authority all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Authority under said Contract.

DELIVERY

All goods are purchased F.O.B. point of delivery in Alexandria. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

BID AND PERFORMANCE BONDS

Specific requirements as to bid bonds shall be incorporated in individual bid specifications, if required. The requirement of performance and payment bonds may be specifically addressed in the specifications, however, the Authority reserves the right to require a performance bond as it deems may be in the Authority's best interest to do so, at time of award.

AMERICANS WITH DISABILITIES ACT

Bidders, prospective bidders, vendors, or other interested parties requiring "reasonable accommodation" under the Americans with Disabilities Act, for submission of bids, authorized inspection of bids, authorized on-site visits, appropriate data collection on Authority property, or any other procurement-related contact with the Authority's staff, must contact the Purchasing Office in a timely manner to arrange for such accommodation as is appropriate.

SUBSTITUTIONS: No substitutions or cancellations will be permitted after award without written approval by the Purchasing Agent.

INSURANCE REQUIREMENTS

The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Authority Purchasing Agent before any work is started.

The Contractor will secure and maintain all insurance policies any subcontractors which shall be made available to the Authority upon request.

The Contractor will provide to the Authority certified copies of all insurance coverage on behalf of the Contract within ten days of request. These certified copies will be sent to the Authority from the Contractor's insurance agent or representative.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a sixty day written notice to the Authority Purchasing Agent. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Authority Purchasing Agent.

The successful offeror shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this RFP:

A. Worker's Compensation and Employer's Liability

*** \$100,000 Employers Liability**

* Statutory limits of the Commonwealth of Virginia

B.General Liability

- * \$500,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
- * M&C/CGL
- * Broad Form CG&L
- * Contractual Liability
- * Personal Injury
- * Independent Contractors

C.Automobile Liability

- * \$500,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
- * Owned, Hired & Non-owned
- * Professional Errors and Omissions
- * \$100,000 Combined Single Limit

D.Umbrella Liability

E. Professional Liability - Offerors must provide certification of the amount of professional liability coverage for which they are insured. Upon review of qualifications and references, the Authority will determine the adequacy of each Offerors coverage.

ABOUT THESE GENERAL TERMS AND CONDITIONS

The foregoing conditions shall be binding on all sealed bid solicitations unless specifically deleted or amended by reference within the bid documents. They may also be incorporated in any formal quotation solicitation or sealed proposals, in which case the words "Quotation" or "Proposal", as may be appropriate, shall be regarded as replacing the word "bid" in all instances where it may appear.

These conditions are not meant to replace those mandatory requirements of the Virginia Public Procurement Act as currently adopted and amended by the Commonwealth of Virginia. They are meant to supplement and/or explain same. All applicable sections of the Virginia Public Procurement Act, Sec. 2.2-4300 et al, Chapter 43 of the Code of Virginia, in effect at the time of the solicitation are incorporated herein by reference. [Previous Code designation: Chapter 7 of Title 11 of the Code of Virginia.] (2/2008)

[End of Section]