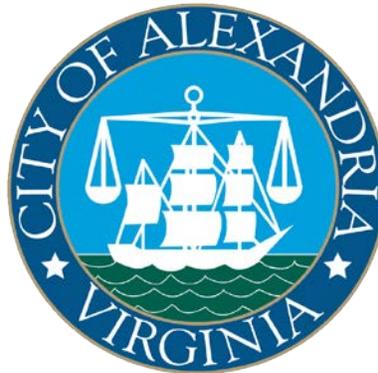


**CITY OF ALEXANDRIA, VIRGINIA**  
**REQUEST FOR PROPOSALS (RFP) NO. 00000527**

**ALEXANDRIA WATERFRONT:  
FLOOD MITIGATION IMPLEMENTATION**

**Issue Date: June 26, 2015**



**Non-mandatory Pre-Proposal Conference**  
**July 13, 2015, 1 p.m., prevailing local time**  
**City Hall**  
**301 King Street, Room 2000**  
**Alexandria, Virginia 22314**

**RFP Closing Date and Time:**  
**August 18, 2015, 4 p.m., prevailing local time**

**Issued by: Darryl Jackson, CPPB**  
**Contract Specialist II**

**Notice:** In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith based organizations in the performance of its purchasing activity.

**REQUEST FOR PROPOSALS (RFP) NO. 00000527  
ALEXANDRIA WATERFRONT:  
FLOOD MITIGATION IMPLEMENTATION**

**PROPOSAL SUBMISSION**

**Proposal Due Date:** August 18, 2015, 4 p.m., prevailing local time

**Submit Proposal To:** City of Alexandria  
Purchasing Division  
100 North Pitt Street, Suite 301  
Alexandria, Virginia 22314  
<http://eprocure.alexandriava.gov/bsa>

**Submit: Proposal:**

Deliver, One (1) **PRINTED, SIGNED ORIGINAL** of the Proposal (including all completed and signed required submittals and addenda); Five (5) **EXACT PAPER COPIES** of the **SIGNED ORIGINAL PROPOSAL** (including all completed and signed required submittals and addenda); and One (1) Compact Disc (CD) or Digital Versatile Disc (DVD) containing an **EXACT COPY** of the **SIGNED ORIGINAL PROPOSAL** (including all completed and signed required submittals and addenda) in PDF format to the address listed above. The envelope containing the Proposal shall be marked on the front with the legend: "RFP Enclosed–RFP No. 00000527, Alexandria Waterfront: Flood Mitigation Implementation" and the name of Proposer.

**All submissions must be received by the RFP deadline stated above.**

***Important Notice:** Effective immediately upon release of this Request for Proposals (RFP) and until notice of contract issuance, all official communications from Proposers regarding the requirements of the RFP shall be directed in writing to:*

Darryl Jackson, CPPB, Contract Specialist II  
Finance Department/Purchasing Division  
100 North Pitt Street, Suite 301  
Alexandria, Virginia 22314  
[procurement@alexandriava.gov](mailto:procurement@alexandriava.gov)

The City of Alexandria (City) shall distribute in writing all official changes, modifications, responses to questions, or notices relating to the requirements of this RFP via addenda. Unauthorized contact with any employee of any agency or department of the City, other than the person listed above, may result in disqualification from the solicitation process. Any other information of any kind from any other source, or any oral communication, shall be considered unofficial and non-binding on the City. Proposers relying on unofficial information shall do so at their own risk.

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**ANTICIPATED TIMELINE OVERVIEW**

Listed below are the timeline related to the RFP and the City’s due diligence process. The activities with specific dates must be completed as indicated unless otherwise changed by the City. The City reserves the right to modify any timeframe or deadline in the RFP. In the event that the City finds it necessary to change any deadline listed below or in the RFP, it will do so by issuing an addendum to the RFP.

<b>Event</b>	<b>Timeframe</b>
RFP Issuance	June 26, 2015
Non-mandatory Pre-Proposal Conference	July 13, 2015, 1:00 p.m., prevailing local time
Deadline for Receipt of Vendor Clarification Questions	July 27, 2015, 4 p.m., prevailing local time
City Issues Responses to Vendor Clarification Questions via Addendum	July 31, 2015
Proposal Due Date and Time	August 18 2015, 4 p.m., prevailing local time
Contract Negotiation and Award	To be determined

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**PART I -- SCOPE OF WORK**

**1.1 INTRODUCTION/OVERVIEW**

The City of Alexandria, Virginia (City) is a municipality with a population of 139,966 is located on the west bank of the Potomac River, six miles south of Washington, D.C., and is the tenth most densely populated among 3,141 Counties and Independent Cities in the United States (2000, US Census). The City is comprised of 15.75 square miles and includes 946.70 acres of open space and parklands. Additional information may be found at <http://alexandriava.gov/>.

The City has issued this RFP, on behalf of the Department of Project Implementation (DPI), in order to solicit Proposals from interested and qualified Proposers to provide professional architectural and engineering services related to the implementation of flood mitigation, infrastructure, and open space improvements as depicted in the “Alexandria Waterfront Pricing Design Schematic,” dated August 12, 2014 (Attachment 1); and the “Waterfront Flood Mitigation Project, 15% Concept Design Submission” (Attachment 2).

**1.2 BACKGROUND**

In 2009, the City began development of the Alexandria Waterfront Small Area Plan (Waterfront Plan) in 2009. The plan was approved by City Council in January of 2012, and adopted by ordinance number 4749 on February 25, 2012. The planning area consists of approximately three (3) miles of Potomac River shoreline from Jones Point National Park on the south, to Daingerfield Island National Park to the north, between the Potomac River and Union and North Fairfax Streets.

Implementation of the Waterfront Plan began in the fall of 2012 with the “Phase 1 Waterfront Landscape and Flood Mitigation Schematic Design.”

The initial implementation effort was supported, under separate contracts, by Olin and URS Corporation. Those efforts resulted in a 15-30% design concept (schematic design) for the Waterfront that was approved by City Council in June of 2014. The schematic design was developed through an extensive community process and provides a higher level of specific design guidance than the Waterfront Plan.

The scope of work requested herein is intended to complete the design of portions of the schematic design, resulting in final bid and construction documents.

To effectively address the Scope of Work, the Consultant team is expected to include, without limitation, the following:

- Civil Engineer
- Landscape Architect
- Structural Engineer
- Coastal and Marine Engineer

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- Architect
- Surveyor
- Environmental Engineer
- Geotechnical Engineer
- Archeologist
- Public/Media Relations Specialist

The Project site is generally within the Alexandria Waterfront’s “Core Area,” an area bounded by the Potomac River, Queen Street, Duke Street, and Union Street. Storm sewer related work will consider areas outside the core in upstream and tributary drainage basins.

Please refer to the City’s website for more information on all prior Waterfront related work at: [www.alexandriava.gov/waterfront](http://www.alexandriava.gov/waterfront)

**Project Schedule**

<i>#</i>	<i>Milestone</i>	<i>Date</i>
1	Notice to proceed	November 2015
2	Begin final design (first project)	07/01/2016
3	Begin construction (first project)	07/01/2017

**1.3 DEFINITIONS**

The following definitions shall apply to the entire RFP:

**Acceptance** means, in terms of goods, approval of the Contractor's invoice for such goods by the COTR after a reasonable opportunity to inspect, and in terms of services, approval of the Contractor's invoice for such services by the COTR.

**Business Day** means any day other than Saturday, Sunday, City holiday, or other day on which the City is closed.

**Calendar Day** means any day in a month, from midnight to midnight, including weekends and holidays.

**Change Order** means a written order to the Contractor, signed by the Purchasing Agent, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.

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**City** means the City of Alexandria, a municipal corporation of Virginia, and its authorized representatives and employees.

**Contract** means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the RFP, which obligates the Contractor to furnish goods and/or services to or on behalf of the City, and the City to pay for the goods and/or services furnished. A Contract shall specifically identify all other Contract Documents and includes, but is not limited to, the following documents:

- A. RFP;
- B. Addenda issued related to the RFP;
- C. Proposer's signed Offer and Award Form and all other documents submitted by the Proposer to the City in response to the RFP;
- D. Notice of Award issued for the RFP;
- E. Schedule(s);
- F. Purchase order(s) issued for Work to be performed; and
- G. Change Order(s) issued pursuant to the Contract.

**Contract Documents.** See definition of Contract above.

**Contract Sum** means the total amount payable to the Contractor for performance of the Work.

**Contracting Officer's Technical Representative (COTR)** means the City's Director of the Department of Project Implementation (DPI), or his or her designee, who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.

**Contractor** means the Proposer or the Proposer's authorized representative that enters into a Contract with the City to perform the Work.

**Final Payment** means the payment of the balance of the Contract Sum, following the Acceptance of all goods and/or services delivered pursuant to the Contract.

**Living Wage** means the hourly wage rate to be paid to an employee as required by Section 3-3-31.1 of the Alexandria City Code and published on the City's website at the time of Contract execution.

**Notice** means the notice required by paragraph 20 of Part III of the RFP.

**Proposal** means a Proposer's offer to provide the goods or services required under the RFP pursuant to the terms and conditions set forth in the RFP and the Proposal.

**Proposer** means any individual, company, firm, corporation, partnership, or other legal entity that submits a Proposal in response to the RFP offering to enter into a Contract with the City.

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**Purchasing Agent** means the City’s principal public purchasing official or designated representative responsible for the purchase of all goods, services, insurance, and construction needed by the City. The Purchasing Agent serves as the City’s chief contracting officer.

**Request for Proposals (RFP)** means the request that is made to prospective Proposers for their proposal for the goods and/or services desired by the City.

**Time(s) for Performance** means the date(s) and time(s) by which goods are required to be delivered and/or services are required to be provided, in accordance with the Contract.

**Work** means the goods and/or services required to be delivered by the Contractor pursuant to the Contract.

**1.4 CONTEMPLATED TERM OF ANY CONTRACT AWARDED**

If an award(s) is made pursuant to the RFP, the City will issue a Contract(s) for an initial term of two (2) years, with four (4), two (2) year option periods. The City reserves the right to renew the Contract for up to eight (8) additional years, by exercising the four (4) options, two (2) years at a time, or until the Work specified herein is completed at the Purchasing Agent’s sole option and discretion.

**1.5 METHOD OF SOURCE SELECTION**

The City is using the competitive negotiation method of source selection for professional services for this solicitation, as authorized by the Alexandria City Code. During the review of Proposals submitted in response to the RFP, and as it deems necessary, the City may conduct discussions with responsible Proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements. An award(s), if made, will be made to the responsive and responsible Proposer(s) whose Proposal(s) falls within the competitive range and is determined to be advantageous to the City.

**1.6 SCOPE OF WORK**

Task orders to complete the required components of the Project will be issued, and the Work will progress through three general phases. Upon successful completion of each phase, subsequent task orders will be negotiated with the Consultant. The three phases are:

- Phase 1 – Master Planning and Preliminary Design;
- Phase 2 – Final Design;
- Phase 3 – Construction Phase Services

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The required components of the Project include, but are not limited to:

- Flood Mitigation. Design a complete flood mitigation system protecting the Core Area to an elevation of at least 6.0' (NAVD88). The following flood mitigation elements were proposed in the prior concept development work:
  - Structural bulkhead. Design of a vertical, structural bulkhead to a minimum elevation of 6.0' along the Potomac River within the project area. The proposed bulkhead is generally located east of the existing shoreline and in some cases east of the U.S. Army Corps of Engineers bulkhead line.
  - Pump stations. Design of two pump station sites (located in Waterfront Park and Thompson's Alley), each containing a screen, wet well, pumps, backup generator, backup fuel source, discharge piping, mechanical equipment, controls, and all related infrastructure. Each pump station site will include a pair of park pavilion buildings to elevate the pump station equipment above the flood plain, as well as incorporate related park uses including storage, restrooms, and service areas.
  - Bypass storm sewer. Design of a sealed storm sewer network to convey upstream runoff directly to the river, bypassing the pump stations. The bypass storm system proposed functions to decrease the size of drainage area serviced by the pump stations.
  - Local storm sewer. Design of a new "core area" storm sewer inlet and pipe network to collect and convey runoff to the pump station wet wells.
- Riverfront Promenade. Design a riverfront promenade, 20'-25' in width, adjacent to the new structural bulkhead from Point Lumley Park to the south to Founders Park to the north. The promenade includes a paved landside component; a riverside, over-water boardwalk constructed on pilings; and areas with a stepped bulkhead, or grand steps, into the water.
- Phasing. Develop a phased approach to construction of flood mitigation and related improvements. Construction funding of the flood mitigation improvements is spread out over the 2016-2025 Capital Improvement Plan (CIP), which will necessitate a detailed phasing analysis. The phasing analysis should also consider minimizing construction impacts to the surrounding areas. The construction documents shall be prepared to facilitate issuing contracts for construction in accordance with the proposed CIP.
- Permitting. Develop a strategy, coordinate, track status, and successfully acquire all necessary permits to complete the Project. The strategy shall include permits necessary to complete elements of the schematic plan proposed in future phases,

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like the King Street Pier which may require an adjustment to the pier head (State) line.

- **Coordination.** Participate in on-going coordination, facilitated by the City, with the Olin team (Olin). Olin was the prime consultant in development of the concept plan, and will remain engaged under separate contract to ensure implementation is consistent with the concept plan. Olin may provide design or design guidance on elements to be incorporated into the flood mitigation construction documents.
- **Public Relations.** Provide a comprehensive public relations approach to disseminate information, generate interest, and achieve recognition for the Project, aligned with the goal of creating a “world class Waterfront.”

**Detailed Scope of Services**

The Consultant shall perform the tasks outlined below to deliver the project scope of Work. These tasks are not all inclusive, but are intended to guide the Proposer in preparation of their Proposal.

**1.6.1 Project Management and Coordination**

**1.6.1.1 Project Management**

Provide overall project management and coordination with the City and all sub-consultants to facilitate efficient progress and timely completion of design tasks.

Provide a monthly progress report to accompany each monthly invoice. The invoice progress report shall summarize the work effort expended over the invoice period.

Provide a draft project schedule (prepared using Microsoft Project) for presentation at the kickoff meeting. The draft schedule will be organized according to the overall Work breakdown structure (WBS) and this scope of work. Following the kickoff meeting, the schedule will be revised as necessary and serve as the initial project schedule for establishing milestones and project execution.

Prepare all necessary meeting agendas, presentation materials, and meeting summary notes for each remote or in-person meeting with City participation. Internal consultant team meetings shall be documented, and documents distributed, at the Consultant’s discretion.

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Prepare and submit a quality control plan, addressing each step in the process of ensuring deliverables are prepared and reviewed with the highest standard of care prior to submittal to the City. A submittal transmittal or cover sheet shall be developed to accompany each document with dated signature lines for each reviewer and/or step in the review process. Review and submittal steps in the quality control process shall be itemized in the initial project schedule.

***Deliverables:***

- Monthly progress report and invoice
- Project schedule (Gantt chart)
- Meeting agendas, presentation materials, and summary notes with action items
- Quality control plan and submittal transmittal

**1.6.1.2 Weekly Status Reports**

Conduct a weekly project status meeting via voice and/or video conference, to review project progress with the City. Prior to each meeting, a project status report will be issued via email to the project team (sample attached). The one-page report will be used as a meeting discussion guide, and summarizes:

- Work completed last period
- Forecast of work for next period
- Scope changes / value added
- Input needed / other issues
- Schedule milestones
- Percent complete by category or major deliverable

***Deliverables***

- Project status reports

***Meetings***

- Project status conference calls

**1.6.1.3 Coordination Meetings**

The following meetings are anticipated, separate from those itemized for specific deliverables or civic engagement included elsewhere. The Consultant shall prepare all necessary meeting agendas, presentation materials, and

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meeting summary notes for each remote or in-person meeting with City participation.

**1.6.1.3.1 Kickoff Coordination Meeting**

Conduct a kickoff meeting, in conjunction with the field assessment, to introduce the project team, review the scope of work, present an initial permitting plan, and present an initial project schedule.

**1.6.1.3.2 Interdepartmental Meetings**

Attend up to four (4) of the City's regularly scheduled interdepartmental meetings.

**1.6.1.3.3 Senior Staff Briefings**

Attend up to four (4) senior staff briefings.

**1.6.1.3.4 Stakeholder Coordination Meetings**

Attend up to ten (10) stakeholder coordination meetings.

**1.6.1.3.5 Additional Coordination Meetings**

Attend up to ten (10) additional coordination meetings as requested by the City.

***Deliverables:***

- Meeting agendas, presentation materials, and summary notes with action items.

***Meetings:***

- Kickoff coordination meeting (1)
- Interdepartmental meetings (4)
- Senior staff briefings (4)
- Stakeholder coordination meetings (10)
- Additional coordination meetings (10)

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**1.6.2 Information Gathering**

**1.6.2.1 Field Assessment**

Conduct a field assessment with the City following the project kickoff meeting. The field assessment will be conducted to observe existing traffic behavior, overall infrastructure conditions or deficiencies, potential utility conflicts, and collect photo documentation of the project area.

***Deliverables***

- Technical memo to document field assessment (include photos)

***Meetings***

- Field assessment (1)

**1.6.2.2 Data Collection**

Review existing background information provided by the City and identify the background data and studies necessary to complete the project including, but not limited to, topographic survey, bathymetric survey, geotechnical investigation, materials sampling and analysis, existing utility locations (overhead, buried and/or submerged), archaeological investigations, submerged obstructions, submerged archaeological artifacts, and submerged aquatic vegetation (SAV).

**1.6.2.3 Environmental Assessment**

Review existing background information provided by the City, identify, and conduct the environmental investigations and assessments necessary to complete the project.

**1.6.3 Master Planning**

**1.6.3.1 Master Storm Water Management Plan**

Prepare a master storm water management plan (MSWMP) for the core and tributary drainage basins as necessary to support design of the flood mitigation and storm sewer infrastructure systems. The plan shall include a Water Quality Impact Analysis (WQIA) in accordance with locally enforced Chesapeake Bay Preservation Area Designation and Management Regulations.

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**1.6.3.2 Master Utility Plan**

Prepare a master utility plan for the Core Area addressing all public and private utilities needed to facilitate the proposed uses as depicted in the Waterfront schematic design. The plan shall address service and transmission including the following, but not limited to: sanitary sewer, telecommunications/data, water (domestic, irrigation, fire), and electric. Plan shall include, at a minimum; type, size, material, grade, depth, location, access structure details, common trench locations, and conduit details as necessary.

**1.6.3.3 Park Pavilion Buildings - DSUP**

Identify the appropriate process, develop a detailed project schedule, and prepare all necessary documents to achieve Development Special Use Permit (DSUP), or Special Use Permit (SUP) as necessary to facilitate construction. DPI will be the applicant for all site planning permit applications through the City processes.

**1.6.4 Civic Engagement**

Develop and execute a meaningful civic engagement strategy to gather community input, ensure inclusiveness, and promote understanding of the proposed work.

Prepare all necessary meeting agendas, presentation materials, and meeting summary notes for each meeting.

**1.6.4.1 Stakeholders and Association Meetings**

Facilitate up to six (6) meetings to present project updates, answer questions, and provide progress information as necessary.

**1.6.4.2 Boards, Commissions and Council Meetings**

**1.6.4.2.1 Park and Recreation Commission**

Attend up to two (2) meetings to present project updates, answer questions, and provide progress information as necessary.

**1.6.4.2.2 Waterfront Commission**

Attend up to four (4) meetings to present project updates, answer questions, and provide progress information as necessary.

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**1.6.4.2.3 Additional Boards and Commissions Meetings**

Attend up to six (6) meetings to present project updates, answer questions, and provide progress information as necessary.

**1.6.4.2.4 Planning Commission**

Attend up to two (2) meetings to present project updates, answer questions, and provide progress information as necessary.

**1.6.4.2.5 City Council**

Attend up to two (2) meetings to present project updates, answer questions, and provide progress information as necessary.

**1.6.4.3 Community Meetings**

Facilitate one (1) public meeting/open house to present project information and gather feedback from the audience.

**1.6.5 Public Relations**

**1.6.5.1 Public Relations Strategy**

Develop and execute a comprehensive public relations plan to: generate interest, gain recognition, share information, educate, and be considered for industry awards related to design and construction of the Project.

*Deliverables*

- Public relations strategy memo
- Public relations activity schedule
- Public relations content (articles, videos, updates, submittals)

**1.6.6 Landscape and Flood Mitigation Construction Documents**

**1.6.6.1 Design Reports**

**1.6.6.1.1 Flood Mitigation System Analysis**

Conduct an engineering study and alternatives analysis of the proposed flood mitigation system, construction methods and materials; and prepare a technical summary report including a recommended system. Analysis should include, but is not limited to, initial construction cost, life cycle cost, permit requirements,

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maintenance requirements, construction requirements, construction duration, and risk of failure.

**1.6.6.1.2 Technical White Paper**

Prepare a technical brief, or “white paper,” summarizing the philosophy and operation of the proposed flood mitigation system, as identified through the Flood Mitigation System Analysis. The brief shall incorporate graphics, charts, design references, and photos as appropriate to thoroughly explain the system to a diverse audience.

***Deliverables***

- Technical brief (draft and final)
- Technical brief summary slide show (MS Powerpoint)

**1.6.6.2 Permitting**

**1.6.6.2.1 Permit Summary and Approach**

Identify all permits, and identify and coordinate with all appropriate regulatory agencies with jurisdiction or interest in the proposed work. All necessary permits and agencies shall be summarized and tracked in a matrix from initial contact through closure of permit process.

Agencies involved may include, but are not limited to; U.S. Congress, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, National Park Service, U.S. Coast Guard, National Oceanic and Atmospheric Administration, U.S. Department of Commerce National Marine Fisheries Service, District Department of the Environment, Virginia Marine Resources Commission, and Alexandria Archaeology.

***Deliverables***

- Permit strategy memo
- Permit summary tracking matrix
- Permit schedule
- Permit applications

**1.6.6.2.2 Permit Applications**

Develop, compile and submit all necessary permit applications in accordance with the proposed permit approach.

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**1.6.6.3 Utility Coordination**

Identify all utility providers and facilities within the project area, provide comprehensive designation and base mapping, and acquire test-hole data as necessary.

**1.6.6.4 Phasing Plan**

Develop phasing scenarios and a phasing recommendation to construct the infrastructure as informed by the CIP funding schedule.

**1.6.6.5 Design, Construction Drawings, and Technical Specifications**

Conduct detailed design and prepare construction documents depicting the proposed improvements necessary to construct the project. Provide multiple bid packages as necessary identified through development of the phasing plan.

Provide a drawing summary table for each bid package similar to the sample below. Each sheet, or group of sheets categorized by type, shall include an estimated level of completion per submittal.

	<b>Construction Documents</b>	<b>30%</b>	<b>60%</b>	<b>90%</b>	<b>100%</b>	<b>BID</b>
1	Sheet (scale) [#]	P	P	F	S	S
2	Sheet (scale) [#]		P	F	S	S

( ) = *sheet specifics*

[#] = *estimated number of sheets*

*P = Preliminary: sheet prepared, design information depicted, labeling may be incomplete, design information may need refinement, completion may be dependent on other design elements*

*F = Final: design information completely represented and labeled adequately*

*S = Sealed: sheet is complete, final review conducted and ready for bid package*

**1.6.6.6 Construction Document Submittals**

**1.6.6.6.1 30%**

Review the existing 15-30% schematic design information and compile a consistent 30% Construction Plan of the proposed work, and submit to the City for review. The City will provide written review comments. Following receipt of the comments, the Consultant shall proceed to development of the 60% Construction Plan set and incorporate and summarize disposition of those comments with the 60% submittal.

30% submittal will include:

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- 10 ~ half size plan sets (11" x 17", paper)
- 10 ~ 30% opinion of probable costs (OPC) (paper)
- Electronic submittal (email, FTP, CD, DVD, or other appropriate delivery method)
  - Full size plan set - PDF
  - Half size plan set - PDF
  - 30% OPC – MS Excel & PDF

**1.6.6.6.2 60%**

Prepare a 60% Construction Plan set of the proposed work, and submit to the City for review. The City will provide written review comments. Following receipt of the comments, the Consultant shall proceed to development of the 90% Construction Plan set and incorporate and summarize disposition of those comments with the 90% submittal.

60% submittal will include:

- 10 ~ half size plan sets (11" x 17", paper)
- 10 ~ 60% opinion of probable costs (OPC) (paper)
- Electronic submittal (email, FTP, CD, DVD, or other appropriate delivery method)
  - Full size plan set - PDF
  - Half size plan set - PDF
  - 60% OPC – MS Excel & PDF
  - Draft project technical specifications – MS Word & PDF

**1.6.6.6.3 90%**

Prepare a 90% Construction Plan set of the proposed work. The construction plans shall be presented at a design review meeting with DPI. The City will provide written review comments. Following receipt of the comments, the Consultant shall proceed to development of the 100% Construction Plan set and incorporate and summarize disposition of those comments with the 100% submittal.

90% submittal will include:

- 2 ~ Comment response and disposition summary (paper)

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- 10 ~ half size plan sets (11" x 17", paper)
- 10 ~ 90% opinion of probable costs (paper)
- Electronic submittal (email, FTP, CD, DVD, or other appropriate delivery method)
  - Full size plan set - PDF
  - Half size plan set - PDF
  - 90% OPC – MS Excel & PDF
  - Final project technical specifications – MS Word & PDF

**1.6.6.6.4 100%**

Prepare a 100% Construction Plan set of the proposed work. The City will conduct a final review, provide written comments, or call for final bid documents as appropriate.

100% submittal will include:

- 2 ~ Comment response and disposition summary (paper)
- 10 ~ half size plan sets (11" x 17", paper)
- 10 ~ 100% opinion of probable costs (paper)
- Electronic submittal (email, FTP, CD, DVD, or other appropriate delivery method)
  - Full size plan set - PDF
  - Half size plan set - PDF
  - 100% OPC – MS Excel & PDF
  - Final project technical specifications – MS Word & PDF

**1.6.6.6.5 Bid Documents**

Submit a signed and sealed paper copy of the bid package to DPI for advertisement.

Final Bid Documents submittal will include:

- 10 ~ Half size plan set (11" x 17", paper, signed and sealed)
- 1 ~ Full size plan set (mylar cover, signed and sealed)
- 10 ~ Construction cost estimate (paper)
- 1 ~ Bid tabulation sheet

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- 10 ~ Final project technical specifications (paper, bound, signed and sealed)
- Electronic submittal (email, FTP, CD, DVD or other appropriate delivery method) of all progress submittals, final submittals and design files.
  - Compiled PDFs of drawings and specifications
  - Native files (Word, Excel, Project)
  - AutoCAD 2013 (or later) files

**1.7 CONSTRAINTS ON THE CONTRACTOR**

A. The Contractor shall perform the Work under the following constraints:

1. The Contractor shall comply with all local, state, and federal laws, rules, regulations, and other legal requirements applicable to the Work performed under the Contract.
2. In order to avoid disruption of Work or other undesirable or unacceptable consequences, the Contractor shall plan, schedule, and provide services under the Contract in conformance to the operational needs of the City. The Contractor shall coordinate with City staff, officials, and contractors in order to assure efficient, effective, and cost-effective operations, and to minimize any adverse impact on City programs and services, businesses, or the general public.
3. The Contractor shall comply with Section 3-3-31.1 of the Alexandria City Code if applicable.
4. If and when Work is required at locations that require security clearances, the Contractor's personnel and property may be subject to searches or other required security measures such as criminal background checks.
5. In the event state, federal or grant funds are utilized for the payment under the Contract, the Contractor shall comply with any additional requirements imposed by the use of such state, federal or grant funds.

B. The Contractor shall perform the Work in conjunction with the City's citizen's input and participation process which includes the following components:

General Public & Appointed Bodies: Public review and input is expected to be a part of a community-based Project process. Review at public meetings, public hearings and recommendations of publicly appointed commissions and bodies.

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**1.8 CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall have the following responsibilities:

- A. Comply with all Contract requirements;
- B. Furnish through its workforce, or sub-workforce, the appropriate and necessary insurance, supervision, coordination, labor, and other services, including any relevant licenses or patent rights, necessary to perform the services required by the RFP;
- C. Maintain a clear line of communication with the City;
- D. Provide one point of continuous contact for the City;
- E. Work with the City to avoid problems, and when that is not possible, resolve problems promptly and at the lowest possible level;
- F. Maintain a quality control program acceptable to the City;
- G. Maintain project records of expenditures, deliverables, and progress;
- H. Perform all work in accordance with current and applicable standards published by national and international standards organizations;
- I. Provide to the City written agreements with Contractors performing Work upon request;
- J. Provide access for all authorized City personnel and representatives to any and all sites where services related to the Work is performed or supported; and
- K. Maintain working conditions that are safe, non-hazardous, sanitary, and protective of persons and property.

**1.9 CONTRACTOR'S PERSONNEL REQUIREMENTS**

The Contractor shall meet the following personnel requirements:

- A. The Contractor shall be responsible at all times for the actions and work of its personnel;
- B. The Contractor shall employ suitably trained and skilled professional personnel to perform all services under the Contract; and

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- C. Prior to changing any key personnel, the Contractor shall obtain the written approval of the City.

**1.10 CITY'S RESPONSIBILITIES UNDER ANY RESULTING CONTRACT**

The City shall have the following responsibilities under a Contract:

- A. The City shall provide access to City owned or controlled facilities for employees and agents of the Contractor as necessary to perform the Work.
- B. The City will render decisions in a timely manner pertaining to documents submitted by the Contractor.
- C. The City will work with the Contractor to attempt to reduce the risk of changes, claims, and extra costs.
- D. The City will assign a COTR, who will serve as a technical representative for the purposes of administering the Contract.

**1.11 CITY'S RIGHT TO INSPECT**

The City shall have the right to inspect all sites where the Contractor is performing Work for the City. The City may use City personnel or Contractors to conduct the inspections.

**1.12 TERMS AND CONDITIONS OF CONTRACT**

The Contract(s) resulting from the RFP shall be subject to the terms and conditions set forth in the RFP.

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**PART II - INSTRUCTIONS AND INFORMATION FOR PROPOSAL**

**2.1 SUBMISSION DEADLINE; DELIVERY METHODS; DELIVERY INSTRUCTIONS**

- A. Submission Deadline:** Sealed Proposals must be submitted to the City by **August 18, 2015, 4 p.m.**, prevailing local time, pursuant to the delivery instructions set forth in Subsection 2.1.C. below. **The City shall not accept any Proposal received after the deadline, and shall return any late Proposal to the Proposer.**
- B. Delivery Methods:** A Proposer also may submit a Proposal to the City by mail, common carrier, or hand-delivery. **The City does not accept Proposals by facsimile or by electronic mail.**
- C. Delivery Instructions:** Proposals submitted shall be submitted pursuant to the instructions on page two (2), entitled Proposal Submission, of the RFP.

**2.2 GENERAL INQUIRIES RELATED TO THE CITY PROCUREMENT PROCESS**

For general questions related to the City's procurement process, Proposers may contact the City's Purchasing Division at (703) 746-4944, or send an email to [procurement@alexandriava.gov](mailto:procurement@alexandriava.gov). For detailed information about the City's purchasing process, see "How to do business with the City of Alexandria, Virginia - A Guide for Vendors" available on the City's website at the following address: <http://alexandriava.gov/purchasing/info/default.aspx?id=2064>.

**2.3 DEADLINE FOR QUESTIONS AND INQUIRIES**

It shall be the Proposer's responsibility to submit questions regarding this RFP to the Purchasing Division. In order to receive a formal response from the City, all questions must be submitted in writing and shall be received by the City no later than **4:00 p.m. prevailing local time, on July 27, 2015**. Questions shall be: (1) emailed to the attention of Darryl Jackson at [procurement@alexandriava.gov](mailto:procurement@alexandriava.gov); (2) faxed to 703. 838.6493; or (3) mailed or delivered to: City of Alexandria, Purchasing Division, Department of Finance; 100 North Pitt Street, Suite 301, Alexandria, VA 22314. Any submission of questions related to the RFP shall include the reference: "**RFP # 00000527, Alexandria Waterfront: Flood Mitigation Implementation**" and the name of the person submitting the question(s).

**2.4 COMPLIANCE WITH THE RFP**

A Proposer shall ensure that its Proposal complies with all the requirements of the RFP. A Proposal that is not in strict compliance with all provisions of the RFP may be disqualified.

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**2.5 AWARD; WAIVER OF INFORMALITIES, DEFECTS OR OMISSIONS IN PROPOSALS; REJECTION OF PROPOSALS**

- A. An award, if made, will be made to the responsive and responsible Proposer(s) whose Proposal(s) falls within the competitive range and is determined to be most advantageous to the City.
- B. The City reserves the right to waive informalities. It shall be within the sole discretion and judgment of the Purchasing Agent to determine if a Proposal is responsive and whether an error in or an omission of any RFP requirement from a Proposal is material.
- C. The Purchasing Agent reserves the right to make multiple or partial awards under the RFP. The Purchasing Agent also reserves the right to reject any and all Proposals received in response to the RFP.

**2.6 MINIMUM CRITERIA FOR RESPONSIBILITY**

The City will use the following minimum criteria to determine the Proposer's responsibility:

- A. The Proposer must demonstrate in its Proposal and any subsequent discussions with the City that it has a clear understanding of the City's needs and proposed approach to the Work as set forth in the RFP;
- B. The Proposer must possess the ability, experience, capacity, skill, and financial resources to perform the Work and fulfill the requirements under a resulting Contract on a timely basis;
- C. The Proposer must have performed satisfactorily in previous contracts of similar size and scope with the City and/or other organizations;
- D. If the Proposer has not performed a contract of similar size and scope, the Proposer and/or its team members must demonstrate the capability to perform the Work set forth in the RFP and fulfill the requirements under a Contract resulting from the RFP;
- E. The Proposer, its employees, and its independent contractors must be properly licensed under applicable federal, state, and local laws.
- F. If applicable, the qualifications, technical experience, and availability of the personnel who will be assigned to the Contract; and
- G. The Proposer must possess demonstrated knowledge of all federal, state, and city laws, codes, and regulations relating to or applicable to the Scope of Work set forth in this solicitation.

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

**2.7 AWARD PROCESS; PROPOSAL EVALUATION PANEL; EVALUATION FACTORS**

- A. Proposals will be evaluated through a multi-step process pursuant to Section 3-3-69 of the Alexandria City Code. The first step is the evaluation of Proposals received by the City. The second step will be an interview of those Proposers deemed fully qualified, responsible, and suitable on the basis of the Proposal and with emphasis on professional competence to provide the required services. At the conclusion of the discussions and on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the Purchasing Agent shall select in the order of preference two (2) or more Proposers whose professional qualifications and proposed services are deemed most meritorious. The third step involves negotiations, beginning with the Proposer ranked first. If a Contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to the Proposer ranked first. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations shall be conducted with the Proposer ranked second, and so on until such a Contract can be negotiated at a fair and reasonable price. If, at the conclusion of the discussions, the Purchasing Agent determines in writing and in his sole discretion that only one Proposer is fully qualified or that one (1) Proposer is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Proposer. Once formally terminated, negotiations may not be reopened with any Proposer.
- B. An evaluation panel approved by the Purchasing Agent made up by a team consisting of the heads of the City departments of Project Implementation, Planning and Zoning; Recreation, Parks and Cultural Activities; Transportation and Environmental Services; General Services; and the Office of Historic Alexandria (or their designee(s)) will evaluate the Proposal(s) received by the City. Other officials and contractors of the City also may review the Proposal(s). A member of the Purchasing Division will attend all meetings as a non-voting liaison.
- C. Proposals will be evaluated on the elements cited above in the Scope of Work. The factors to be considered in the evaluation of Proposals are listed below. The total possible number of points for each evaluation factor is indicated in parenthesis.

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<u>Evaluation Factors</u>		<u>Points</u>
1.	Qualifications and experience of key staff with working successfully on riparian flood mitigation projects.	25
2.	Demonstration of understanding and clear technical approach to accomplishing the scope of work.	20
3.	Quality of the proposal (thoroughness, conciseness, and overall presentation of response).	10
4.	Qualifications and experience of the firm demonstrating a history of working successfully on similar projects.	10
5.	Availability and accessibility of the key staff assigned to the Project.	10
6.	New or innovative ideas that could enhance the quality of service or the Project.	10
7.	References	10
8.	Approach to quality control, project management and communication.	5
<b>TOTAL</b>		100

Total of (100) Possible Points

**2.8 AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Purchasing Agent of such error in writing and request modification or clarification of the RFP. The Purchasing Agent shall make any necessary modification or clarification to the RFP by addendum pursuant to Section 2.9. The City may reject any Proposal that includes assumed clarifications or corrections to the RFP that have not been approved by the Purchasing Agent.

**2.9 AMENDMENTS TO THE RFP**

Any revisions to the RFP shall be made only by written addendum issued by the Purchasing Agent, which shall be made available to all prospective Proposers. All addenda to the RFP shall be available on the City’s website at the following address: <http://eprocare.alexandriava.gov/bs/>.

**2.10 PROPOSALS AND PRESENTATION COSTS**

The City shall not be liable in any way for any costs incurred by any Proposer in the preparation or presentation of its Proposal in response to the RFP or the Proposer’s participation in any discussion, presentation, negotiation, or meeting regarding its Proposal or the RFP.

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**2.11 REQUESTS FOR CLARIFICATION OF PROPOSALS**

Requests by the City for clarification of Proposals shall be in writing and shall not be limited in obtaining any and all pertinent information required to fairly evaluate each Proposer's Proposal.

**2.12 RESPONSE FORMAT**

A Proposal submitted pursuant to the RFP shall include each of the following items in the order in which they appear below. Each item shall be clearly labeled, with pages numbered, and separated by tabs. A Proposer's failure to include all listed items may result in the rejection of its Proposal by the City. In addition to the information in this Section, a Proposer may be requested to submit within five (5) Calendar Days of a request being made by the City, additional information, including proof of licensing, present commitments, and other information necessary to demonstrate the Proposer's capacity and qualifications to perform the Work.

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

**A. Title Page**

The title page shall include the following information:

1. The title and number of the Request for Proposals;
2. The Proposer's name, address, telephone number, and facsimile number;
3. The name and email address of the Proposer's authorized representative with respect to the Proposal; and
4. The date of preparation of the Proposal.

**B. Table of Contents**

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

**C. Tab I, Signed Offer and Award Form (Required Submittal A)**

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

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**D. Tab II, Letter of Transmittal**

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

1. An executive summary of the Proposer's understanding of the goods and/or services sought through the RFP, and a description of the Proposer's underlying philosophy in providing the goods and/or services;
2. The name, position, address, telephone number, and email address of the individuals who are authorized to make representations on behalf of the Proposer; and
3. A statement that the signatory to the transmittal letter and the Offer and Award Form is authorized to bind the Proposer to contract with the City.

**E. Tab III, Corporate Experience and Capacity**

1. The Proposer shall include information and documentation describing the extent of its experience and expertise in providing the services sought by the City pursuant to the RFP. The information and documentation shall include, but is not limited to, information that documents the Proposer's qualifications to meet the RFP requirements and to produce the required outcomes, including its ability, capacity, skill, and number of years of experience in providing the required goods and/or services. The Proposer, at a minimum, shall address the following elements:
  - a. Provide a description of the Proposer's understanding of the Project's vision. Also describe the firm's/team's strategy for executing the vision, taking into account identified challenges and other issues which an interdisciplinary team, with requisite experience and expertise, would contemplate based on the complexities of the planning area.
  - b. Highlight two to three (2-3) of the important Project issues and generally describe the experience the team has had in developing various approaches to resolving similar issues in other places. Give examples of the strategies which were employed.
  - c. Provide a description of the firm's/team's technical approach to the Scope of Work that reflects the resources, expertise, and efficiency that the firm/team will utilize. For each task identified in the Scope of Work, list the categories of professional services needed for a project of this kind, and specifically name which firm members and professional Contractors, by firm and expertise, would be considered as a team member to provide any of the services identified and the percentage of time the firm/team members are

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anticipated to devote to the work. Provide a description of how the firm/team proposes to work collaboratively with City staff to effectively meet the requirements of this RFP, to collaborate with other technical teams assigned to initiatives critical to informing the design of the Park facilities, public space, and outline a citizen's participation strategy to achieve transparency, constructive public input and community consensus.

2. The Proposer shall provide the following information related to the Proposer:
  - a. Number of years in business;
  - b. Annual revenues;
  - c. Number of employees;
  - d. Range of services provided;
  - e. Organizational management structure;
  - f. Other names used to conduct business
  - g. Experience on sites with comparable challenges;
  - h. Relevant examples of previous work, with particular emphasis on riverfront and flood mitigation infrastructure projects;
  - i. Awards and distinctions earned by the firm for similar projects;
  - j. Experience with appropriate processes and regulators in the City of Alexandria and Commonwealth of Virginia; and
  - k. Proven success with use of effective community participation approaches for projects of this nature (historic area, technical engineering challenges, high profile, and need to balance a variety of broad stakeholders' needs with local neighborhood concerns).

**F. Tab IV, Client References for Similar Work Performed**

1. The Proposer shall provide the following information for each contract or project of similar size and scope to the Work requested in the RFP that the Proposer performed within the past three (3) years:
  - a. The contract, project, or job name;
  - b. The name of the organization for which the contract, project, or job was performed;
  - c. The dollar value of the contract, project, or job;
  - d. The dates of the contract, project, or job; and
  - e. The name, title, telephone number, address, and email address of the contract representative for the organization for which the contract, project, or job was performed.
2. A Proposer's failure to provide in its Proposal the contract representative's contact information may result in the Proposer being deemed non-responsive and its Proposal being disqualified from consideration.

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3. A uniform sample of references may be checked for each Proposer. If references are checked, Proposers will be scored on a scale of one to ten (1-10), with ten (10) being the highest possible score. The scores will then be used in evaluation of the Proposal pursuant to Section 2.7.
4. The City may ask a client reference any or all of the following questions, and any other question it deems appropriate:
  - a. How cooperative and easy to work with was the Proposer during the procurement process?
  - b. How satisfied were you with the Proposer's point of contact?
  - c. How promptly and effectively did the Proposer address your questions or concerns?
  - d. How promptly, effectively, and efficiently did the Proposer mitigate or resolve performance or contractual issues that arose during the project?
  - e. How would you rate the Proposer's operational and administrative practices (e.g., the timeliness, completeness, and accuracy of its invoices)?
  - f. How would you rate the number and validity of Proposer-generated change order and contract modification requests, claims, disputes, and lawsuits, if any?
  - g. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods or services in relation to your requirements?
  - h. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods and services in relation to the amount you paid the Proposer and how much time your organization contributed in time and effort to the project?
  - i. How well did the Proposer minimize the effect of its activities on the operations of your organization?
  - j. Would you do business with the Proposer again in the future?

**G. Tab V, Staff Experience**

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

1. A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s), and accounting manager(s) and staff;
2. A narrative that describes the work responsibilities of the individuals identified pursuant to Section 2.12.G.1 above, including the following information for each individual: the individual's qualifications, education, certifications, and special competencies that will be valuable in performing the Work under the Contract; the individual's experience on similar contracts; the individual's title and percentage of time available to perform the Work; the individual's role to ensure the personnel under his or her supervision have a full understanding of the Work to be performed, as well as his or her role to ensure a high level of quality

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performance of the Work from personnel; and work with local, state and federal agencies and private sector development organizations

3. Copies of relevant certifications or other professional credentials for individuals identified pursuant to Section 2.12.G.1 above;
4. The name of the proposed Contract administrator and a description of his or her experience with similar contracts, including public sector organizations;
5. The name of the individual who will be responsible for customer service and problem resolution for the Proposer and a description of his or her relevant experience; and
6. Resumes of all the individuals identified pursuant to Sections 2.12.G.1, G.4, and G.5 above. Limited to no more than two (2) pages per individual.

The key personnel, specialists, individual Contractors, subcontractors, and partners named in the Contractor's Proposal or as accepted by the City shall remain responsible throughout the term of the Contract. No diversion or replacement may be made without approval by the COTR.

**H. Tab VI, Key Personnel Form (Required Submittal B)**

The Proposer shall provide a completed Key Personnel Form.

**I. Tab VII City of Alexandria Insurance Checklist Form (Required Submittal C)**

The Proposer shall provide a completed and signed City of Alexandria Insurance Checklist Form.

**J. Tab VIII, Required Information Form (Required Submittal D)**

The Proposer shall provide a completed Required Information Form.

**K. Tab IX, Certified Statement of Non-Collusion Form (Required Submittal E)**

The Proposer shall provide a completed and signed Certified Statement of Non-Collusion Form.

**L. Tab X, Disclosures Relating to City Officials and Employees Form (Required Submittal F)**

The Proposer shall provide a completed and signed Disclosures Relating to City Officials and Employees Form.

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**M. Tab XI, Equal Employment Opportunity Agreement Form (Required Submittal G)**

The Proposer shall provide a completed and signed Equal Employment Opportunity Agreement Form.

**N. Tab XII, W-9 Request for Taxpayer Identification Number and Certification Form (Required Submittal H)**

The Proposer shall provide a completed and signed W-9 Request for Taxpayer Identification Number and Certification Form.

**O. Tab XIII, Acceptance of Conditions**

The Proposer shall indicate its acceptance of the requirements and terms and conditions set forth in the RFP, including all addenda issued pursuant to the RFP. The Proposer shall indicate any exceptions it is taking to any requirements or terms and conditions set forth in the RFP, including all addenda issued pursuant to the RFP.

**P. Tab XIV, Appendices**

The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the City in understanding the services proposed.

**2.13 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS**

- A. The Proposer, by signing and including the City of Alexandria Insurance Checklist Form in its Proposal, acknowledges that it has read and understands the insurance requirements for the RFP provided in the City of Alexandria Insurance Checklist Form.
- B. The Proposer also acknowledges that evidence of required insurance coverage must be submitted within ten (10) Business Days following notification of its Proposal being accepted and that the City may rescind its acceptance of the Proposer's Proposal upon the Proposer's failure to promptly provide the evidence of insurance.

**2.14 EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each Proposer to examine thoroughly the Contract Documents and other related information set forth in the RFP before submitting a Proposal.

**2.15 VALIDITY OF PROPOSALS SUBMITTED IN RESPONSE TO RFP**

Proposals shall remain valid for a minimum of one hundred twenty (120) Calendar Days following the RFP closing date.

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**PART III – GENERAL TERMS AND CONDITIONS**

**3.1 DEFINITIONS**

**Acceptance** means, in terms of goods, approval of the Contractor's invoice for such goods by the COTR after a reasonable opportunity to inspect, and in terms of services, approval of the Contractor's invoice for such services by the COTR.

**Business Day** means any day other than Saturday, Sunday, City holiday, or other day on which the City is closed.

**Calendar Day** means any day in a month, from midnight to midnight, including weekends and holidays.

**Change Order** means a written order to the Contractor, signed by the Purchasing Agent, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.

**City** means the City of Alexandria, a municipal corporation of Virginia, and its authorized representatives and employees.

**Contract** means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the RFP, which obligates the Contractor to furnish goods and/or services to or on behalf of the City, and the City to pay for the goods and/or services furnished. A Contract shall specifically identify all other Contract Documents and includes, but is not limited to, the following documents:

- C. RFP;
- D. Addenda issued related to the RFP;
- E. Proposer's signed Offer and Award Form and all other documents submitted by the Proposer to the City in response to the RFP;
- F. Notice of Award issued for the RFP;
- G. Schedule(s);
- H. Purchase order(s) issued for Work to be performed; and
- I. Change Order(s) issued pursuant to the Contract.

**Contract Documents.** See definition of Contract above.

**Contract Sum** means the total amount payable to the Contractor for performance of the Work.

**Contracting Officer's Technical Representative (COTR)** means the City's Director of the Department of Planning and Zoning or his or her designee who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.

**Contractor** means the Proposer or the Proposer's authorized representative that enters into a Contract with the City to perform the Work.

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**Final Payment** means the payment of the balance of the Contract Sum, following the Acceptance of all goods and/or services delivered pursuant to the Contract.

**Living Wage** means the hourly wage rate to be paid to an employee as required by Section 3-3-31.1 of the Alexandria City Code and published on the City's website at the time of Contract execution.

**Notice** means the notice required by paragraph 20 of Part III of the RFP.

**Proposal** means a Proposer's offer to provide the goods or services required under the RFP pursuant to the terms and conditions set forth in the RFP and the Proposal.

**Proposer** means any individual, company, firm, corporation, partnership, or other legal entity that submits a Proposal in response to the RFP offering to enter into a Contract with the City.

**Purchasing Agent** means the City's principal public purchasing official or designated representative responsible for the purchase of all goods, services, insurance, and construction needed by the City. The Purchasing Agent serves as the City's chief contracting officer.

**Request for Proposals (RFP)** means the request that is made to prospective Proposers for their proposal for the goods and/or services desired by the City.

**Time(s) for Performance** means the date(s) and time(s) by which goods are required to be delivered and/or services are required to be provided, in accordance with the Contract.

**Work** means the goods and/or services required to be delivered by the Contractor pursuant to the Contract.

### **3.2 THE CITY**

**A. Authority of the Purchasing Agent:** The Purchasing Agent shall be the contracting officer for the City and is authorized to execute this Contract and any Change Orders issued pursuant to Section 3.10 of the RFP. 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.

**B. Authority of the Contracting Officer's Technical Representative:** The Contract shall be administered by the Director of the Department of Planning and Zoning who shall be referred to in the Contract Documents as the Contracting Officer's Technical Representative (COTR).

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**C. Additional City Representatives:** The COTR may designate one or more additional representatives to coordinate with the Contractor and/or to inspect the Work performed by the Contractor.

**3.3 THE CONTRACTOR**

**A. 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.

**B. Key Persons:** If any "Key Persons" are identified in the Proposal, such key personnel, specialists, individual Contractors, subcontractors, and partners named in the Contractor's Proposal or as accepted by the City shall remain responsible throughout the term of the Contract and shall be directly involved in the performance of the Work hereunder. No Key Person shall be changed without the City's written consent 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 the 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.

**3.4 TERMS FOR PERFORMANCE**

**A. 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.

**B. Time for Performance:** Time is of the essence for 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.

**C. 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 Purchasing Agent's written approval after the Contractor has demonstrated to the City's satisfaction that the substituted item(s) is equivalent to the one specified. Individual item 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.

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**3.5 INSPECTION, ACCEPTANCE, AND REJECTION**

- A. Quality Assurance:** The Contractor and its subcontractors shall provide and maintain a quality assurance system acceptable to the City covering the goods and/or 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. The Contractor will keep records evidencing inspections and their results and will make these records available to the City during Contract performance and for three (3) years after Acceptance. The Contractor shall permit the City to review procedures, practices, processes and related documents to determine the acceptability of the Contractor's quality assurance system or other business practices relating to performance of the Contract.
- B. Inspection by the City:** All goods shall be subject to inspection and testing by the City or its authorized representatives. The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the City. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- C. Acceptance:** All goods to be delivered hereunder shall be subject to final inspection, testing, and Acceptance by the City at their destination, notwithstanding any payment or inspection at the source.
- D. 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.
- E. Waiver of Defects:** The COTR's failure, 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 or 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 that are not in accordance with the Contract Documents or a waiver of the City's rights.
- F. 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.

**3.6 SAMPLES**

- A. Samples:** The City may require samples of items for inspection and specification testing. Such samples must be furnished free of expense to the City and must be identical in all respects to the products proposed and/or specified in the Contract.

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**B. Return of Samples:** Samples, if not destroyed by tests and if request is made at the time the samples are furnished, may be returned at the Contractor's expense.

**3.7 WARRANTY**

**A. General Warranty:** The 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 the Contractor shall not relieve the Contractor of its obligations under this warranty.

**B. One Year Continuing Warranty; Equipment Warranties:** In addition to any specific warranty required by the Contract Documents, the Contractor warrants all Work against defects in material or workmanship for a period of one (1) year from the date of Acceptance, unless specified otherwise. The 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.

**C. 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 (1) year thereafter.

**D. 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.

**3.8 PACKING AND SHIPMENT**

**A. 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, the total number of containers in the shipment, and the number of the container in which the packing sheet has been enclosed.

**B. Packing Sheets:** All shipments by the Contractor or its subcontractors must include packing sheets identifying the City's Contract Number, the item number, the quantity and unit of measure, the 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.

**C. 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.

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**3.9 TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES**

- A. 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.
- B. F.O.B. Shipments:** The Contractor must strictly follow the 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 the COTR's advance written authorization.
- C. 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, the Contractor, at the City's request and at the Contractor's own expense, shall 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.

**3.10 CHANGES**

- A. 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.
- B. Ordering Option:** When a Request for Proposals specifies a fixed quantity of goods, the Contractor agrees to provide additional quantities in excess of those stated in the Request for Proposals at the same unit prices stated in the Proposal for a period of thirty (30) Calendar Days after the Contract issuance. The amount of any such additional quantities shall be added to the Contract Sum by Change Order.
- C. 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, the Contract Sum for subsequent yearly contract renewals may be adjusted by 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 issuance to the date of the Change Order authorizing the Contract renewal, if approved by the Purchasing Agent.

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**3.11 PAYMENTS TO CONTRACTOR**

- A. 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 COTR will approve the invoice and process it for payment.
- B. 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 fifteenth (15<sup>th</sup>) 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 COTR 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.
- C. 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 receipt of the request for progress payment, the COTR shall verify the Contractor's entitlement thereto and, if appropriate, shall approve the invoice and process it for payment.

- D. Invoices:** The Contractor shall submit to the COTR original invoices that clearly describe and itemize the equipment, supplies, or services provided. In addition, invoices shall contain, at a minimum, the following information:

1. The date of the Contract;
2. The Contract Number;
3. The unit price in accordance with the firm fixed price stated in the Contract;
4. The total extended price; and
5. 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 abbreviations or jargon.

- E. City's Right to Withhold Payment:** The City may withhold payment to such extent as may be necessary to protect the City due to loss because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;

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3. The Contractor's failure to make payments properly to subcontractors or for labor, materials, or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. Damage to the City or another contractor;
6. Reasonable evidence that the Work will not be completed on or before the Time(s) for Performance;
7. Persistent failure to carry out the Work in accordance with the Contract Documents; or
8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of its subcontractors.

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

### **3.12 TERMINATION OR SUSPENSION**

**A. Non-Appropriation of Funds:** This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written Notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) Calendar Days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.

**B. Termination for Convenience:** The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) Calendar Days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of: (1) the actual cost of any Work, labor, or materials actually performed or in place and the actual cost of any labor, equipment, or materials ordered in good faith that could not be canceled, less the salvage value thereof, plus ten percent (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 that could not be canceled, less the salvage value thereof. Each subcontract shall

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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 the Contractor shall have the obligations) stated in Section 3.21, insofar as they pertain to amounts claimed to be due hereunder.

**C. 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:

1. 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) Calendar Days after receipt of Notice from the Purchasing Agent or designee;
2. 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) Calendar Days after receipt of Notice from the Purchasing Agent or designee; or
3. Without further notice, if the Contractor defaults in the performance of its duties pursuant to paragraphs (1) and/or (2) 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.

**D. 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.

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**3.13 CLAIMS AND DISPUTES**

**A. Claims:** Contractual claims shall be submitted in writing no later than sixty (60) Calendar Days after the date of Final Payment. No claim shall be considered by the City (and the claim shall 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 13.13.A shall not be sufficient unless the Contractor complies with each of the following:

1. The Contractor shall, within five (5) Calendar Days of 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 COTR written Notice specifying that the Contractor has sustained or is sustaining injury and detailing the basis of the claim against the City.
2. Within twenty (20) Calendar Days after delivering such Notice, the Contractor shall deliver to the Purchasing Agent and the COTR 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.

The Purchasing Agent or designee shall make a determination of the claim within fifteen (15) Calendar Days after receipt of the itemized breakdown described in Paragraph 2 above, which decision shall be the City's final determination.

**B. 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.

**C. Disputes:** Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Alexandria City Code, as it may be amended from time to time.

**D. 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.

**E. 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.

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**3.14 INSURANCE**

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 Insurance Checklist.” These certificates of insurance shall list the City of Alexandria as an additional insured in the amounts and for the types of insurance listed in the “City of Alexandria Insurance Checklist.”

**3.15 INDEMNITY**

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.

**3.16 EQUAL EMPLOYMENT OPPORTUNITY**

**A. Discrimination Prohibited:** The Contractor hereby agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**B. Affirmative Action:** The Contractor hereby agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Alexandria City Code to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria (the “Commission”) and approved by the City Council of the City of Alexandria.

**C. EOE Statement:** The Contractor hereby agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.

**D. Notice to Labor Unions:** The Contractor hereby agrees to notify each labor organization or representative of employees with which the Contractor is bound by a

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collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.

- E. Reports to the City:** The Contractor hereby agrees to submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the administrator may request more frequent special reports of particular employers provided the Commission has found such employers to have violated any provision of Chapter 4 of Title 12 of the Alexandria City Code.
- F. Compliance with Federal Requirements Sufficient:** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- G. Accommodation of Disabled Workers:** The Contractor hereby agrees to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- H. Reasonable Accommodations:** For the purposes of this section, reasonable accommodation may include: (i) making facilities used by employees readily accessible to and usable by persons with a disability; and (ii) job restructuring, part-time or modified work schedules, the acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.
- I. Undue Hardship:** In determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:
1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities, and the size of the budget;
  2. The Contractor's type of operation, including the composition and structure of the Contractor's work force; and
  3. The nature and cost of the accommodation needed.
- J. Refusal to Employ:** The Contractor may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- K. Subcontracts:** The Contractor hereby agrees to include the provisions in Subsections A through J of this section in every subcontract so that such provisions will be binding upon each subcontractor.

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**L. Non-compliance:** In the event of the Contractor's noncompliance with any provision of this equal employment opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

**3.17 SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH**

The City of Alexandria is committed to increase the utilization of small, minority, and women-owned businesses in all aspects of procurement and has adopted a policy for increasing that participation. This policy is set forth in Sections 3-3-111 and 12-4-6 of the Alexandria City Code. 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 SMBE program.

**3.18 ETHICS IN PUBLIC CONTRACTING**

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Code of Virginia §§ 2.2-4367 et seq., the State and Local Government Conflict of Interest Act, Code of Virginia §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Code of Virginia §§ 18.2-498.1 et seq., 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 Alexandria City Code, 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.

**3.19 DRUG-FREE WORKPLACE**

**A. Drug-Free Workplace:** During the performance of this Contract, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor.

**B. Definition:** For the purposes of this section, "drug-free workplace" means a site for the performance of Work done in connection with this Contract issued to the Contractor, in accordance with Chapter 3, Title 3, of the Alexandria City Code, where employees are prohibited from engaging in the unlawful manufacture, sale,

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distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of this Contract.

**3.20 NOTICE**

- A. Written Notice:** All Notices required by the terms of this Contract shall be in writing. For the purposes of this section, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
- B. Notice to Contractor:** Written Notice may be served on the Contractor by mail, courier, facsimile transmission, or electronic mail to the Contractor's office at the Project or to the Contractor's business address as stated in the Contract Documents.
- C. Notice to City:** Written Notice may be served on the City by mail, courier, facsimile transmission, or electronic mail to the COTR, with a copy to the Purchasing Agent.

**3.21 AUDIT AND PRICE ADJUSTMENT**

- A. Audit:** The Contractor shall maintain all records, reports, and documents relating to this Contract 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 the City and the City's Contractors or auditors at mutually convenient times.
- B. Price Adjustment for Defective Cost and Pricing Data:** If any price, including profit or fee, negotiated in connection with this Contract or any Change Order or modification under this Contract was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate, and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

**3.22 SERVICE CONTRACT WAGES**

- A. Living Wage:** If applicable, the Contractor shall comply with the provisions of Section 3-3-31.1 of the Alexandria City Code 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 website at the time of Contract execution (the "Living Wage").
- B. Option Periods:** For each option period for which the Contract is renewed, the Contractor's employees' wages shall be adjusted to correspond to the Living Wage rate posted on the City's website as of the date of the Change Order authorizing the option period.

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Prior to renewal, 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 section, 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 Contract shall be renewed until this information is submitted to 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, in addition to any increase otherwise allowed pursuant to Subsection 3.10.C.

**C. Complaints by Aggrieved Employees:** Within six (6) months of the Contractor's failure to comply with the Living Wage requirements of this section, 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.

**D. Additional Compliance Requirements:** At all times during the term of the Contract, the Contractor shall:

1. Post the current wage rate in English and Spanish at a prominent place at its offices and at each location where its employees perform Services under this Contract;
2. Provide, within five (5) Calendar Days of an employee's request, a written statement of the then current required wage rate;
3. 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;
4. 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
5. Submit, within five (5) Business Days of the end of each period, quarterly and annual payroll reports in a form approved by the Purchasing Agent that 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.

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- E. Contractor Record Keeping:** The Contractor shall keep and preserve records that show the 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 Contractor's business.
- F. 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.

**3.23 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**3.24 STATE CORPORATION COMMISSION REQUIREMENTS**

If the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law.

**3.25 MISCELLANEOUS PROVISIONS**

- A. Governing Law:** This Contract is governed by the applicable provisions of the Alexandria City Code and the laws of the Commonwealth of Virginia.
- B. 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.
- C. 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.
- D. 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

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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 from any costs, expenses, and damages that may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

- E. 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) that may for any reason hereafter be declared invalid.
- F. Survival:** Any provision of this Contract that contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Sections 3.7 (Warranty); 3.13 (Claims and Disputes); 3.15 (Indemnity), and 3.21 (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.
- G. Non-Waiver:** The failure of the Contractor or the City to exercise any right, power, or option arising under this Contract or to insist upon strict compliance with the terms of this Contract shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof or a waiver by the Contractor or the City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
- H. Headings:** Numbered topical headings, sections, subsections, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

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**PART IV – REQUIRED SUBMITTALS**

**PART IV – REQUIRED SUBMITTAL A - OFFER AND AWARD FORM**

NAME OF PROPOSER: _____
ADDRESS: _____
TELEPHONE NUMBER: (____) _____
EMAIL ADDRESS: _____
FEDERAL EMPLOYMENT IDENTIFICATION NO: _____
ALEXANDRIA BUSINESS LICENSE NO: _____
VIRGINIA CONTRACTOR'S REGISTRATION NO. _____

**THIS OFFER AND AWARD FORM SHALL BE SIGNED**

For and in consideration of the payment of the Contract Sum, the Proposer offers to perform the Work set forth in Request for Proposals No.00000527, including any addenda, in accordance with the terms of the Proposer's Proposal, as modified by a final Contract by the City and the Proposer.

By signing this document, the Proposer agrees that, if its Proposal is accepted, 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:

	PART	DESCRIPTION
<b>X</b>	<b>I</b>	Scope of Work
<b>X</b>	<b>II</b>	Instructions and Information for Proposals
<b>X</b>	<b>III</b>	General Conditions of Contract for Goods and Services
<b>X</b>	<b>IV</b>	Required Submittals
<b>X</b>	<b>V</b>	Attachments
<b>X</b>		Addenda

\_\_\_\_\_  
Proposer's Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory

Accepted by the City of Alexandria, Virginia,

\_\_\_\_\_  
Michael Hauer, CPPO – CPPB

Acting Purchasing Agent

This \_\_\_\_ day of \_\_\_\_\_, 2015.

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**PART IV – REQUIRED SUBMITTAL B - KEY PERSONNEL FORM**

KEY PERSONNEL: In the spaces provided below, Proposers shall identify a minimum of two (2) key persons who would be assigned to provide contract administration. One of these two (2) individuals shall be available during normal business hours.

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

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**PART IV – REQUIRED SUBMITTAL C - 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 Proposer, if contract award is made

		<b>REQUIRED COVERAGES</b>	<b>LIMITS</b> (figures denote minimum limits required)
<b>X</b>	1.	<b>Worker’s Compensation and Employer’s Liability</b> Required when Contractor has three (3) or more employees.	Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. \$500,000 each accident; \$500,000 each disease; \$500,000 policy limit for employer’s liability. USL&H and Jones Act coverage endorsements needed for work along and on the river.
<b>X</b>	2.	<b>Commercial General Liability</b> Required on all City contracts.	\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate. The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after the City’s final acceptance of the work.
<b>X</b>	3.	<b>Automobile Liability</b> Required on all City contracts. Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.	\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists. Must include the following: Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.
	4.	<b>Property Coverage</b> Required when Contractor: A. Uses their own personal property or equipment on City property and/or B. Stores or leaves equipment or personal property on City Property; and/or C. Uses materials for building NOT owned by City	<u>Commercial Property Policy/Builders Risk:</u> Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake, and terrorism. <u>Contractor’s Equipment Floater:</u> Provide coverage for Contractor’s mobile equipment,

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		until installed.	including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges, and tunnels.
	5.	<p><b>Crime Policy</b>  <u>Required when Contractor:</u>  A. Collects money, securities or other property on behalf of City, and/or  B. Requires the use of City money, securities, or negotiable property to be in Contractor’s care, custody and control and/or  C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.</p>	<p>\$1,000,000 limit for employee theft of money, securities and other property owned by the contractor.</p> <p>An endorsement should also be added to the policy to cover theft of the City’s money, securities, or other property (third party coverage).</p>
X	6.	<p><b>Professional Liability/Errors &amp; Omissions</b>  Required when:  A. Contractor must maintain a license or special degree.  B. services require high level of expertise or knowledge in a particular field to require certification or licensing.  C. Law enforcement, contractors A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by the City is part of the work.</p>	<p>\$10,000,000 each claim and aggregate.</p> <p>C. Where applicable \$10M Law Enforcement contractors. Coverage may be provided in the General Liability policy in some cases. (E.g. wrongful detention or arrest, etc.).</p>
X	7.	<b>Excess Liability/Umbrella</b>	\$1,000,000 Per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
	8.	<p><b>Garage Liability</b>  Required when the contractor takes possession of the City’s owned vehicles including buses in order to repair.</p>	\$1,000,000 bodily injury and property damage each occurrence/accident.

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<b>X</b>	9.	City of Alexandria must be named as an <b>additional insured</b> on all insurance policies other than Worker’s Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.) The contractor’s insurance will be primary and the City’s insurance or self-insurance shall be non-contributory. The Contractor should waive and require their insurers to waive by endorsement subrogation rights against the City for losses and damages incurred under the insurance policies required by the agreement. No work should be performed by contractors or subcontractors until a certificate of insurance has been submitted and approved by City to insure compliance with all insurance requirements.
	10.	<b>Pollution Liability</b> Coverage should be included with a \$1,000,000 limit for each occurrence, claim or pollution incident. This coverage is required of all contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.
<b>X</b>	11.	Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.
<b>X</b>	12.	Best’s Guide rating: “A-” VIII or better, or its equivalent. The insurance companies should be lawfully authorized to do business in the Commonwealth of Virginia.
<b>X</b>	13.	The Certificate(s) of Insurance shall state the RFP/ITB/RFQ/RFI Number and Title.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer’s Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory

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**ATTACHMENT C - FORM "A" INSURANCE (continuation sheet)**

Review this section carefully with your insurance agent prior to Proposal submission. See "Insurance Checklist" for specific coverage requirements applicable to the Contract.

I. General Insurance Requirements:

1. The successful Proposer shall not start work under the Contract until the successful Proposer has obtained at his/her own expense all of the insurance required under the Contract and such insurance has been approved by the City of Alexandria (City); nor shall the successful Proposer allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful Proposer. Approval of insurance required of the successful Proposer 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 Proposer shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverage as indicated in PART IV Attachment C, in the same manner as specified for the successful Proposer. Upon request, the successful Proposer shall immediately furnish subcontractors' certificates of insurance to the City.
3. All insurance policies required under the Contract shall include the following provision: Thirty (30) day notice of cancellation, non-renewal, material change, or coverage reduction is required on all policies.
4. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the successful Proposer, 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 on all insurance policies except Workers' Compensation and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this section shall be primary with respect to the City, its officers, agents, and employees. The contractor's insurance will be primary and the City's insurance or self-insurance shall be non-contributory.
6. The successful Proposer shall provide insurance as specified in the "City of Alexandria, Virginia Insurance Checklist" PART IV Attachment C.
7. The successful Proposer 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

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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 Proposer'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 Proposer 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 Proposer after the City's final acceptance of the Work.

8. The successful Proposer 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 Proposer 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 Proposer fail to provide acceptable evidence of current insurance within seven (7) Calendar 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 Proposer, and successful Proposer 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 the Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful Proposer 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 Proposer 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 Proposer 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 Proposer and its subcontractors. The successful Proposer 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 Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City's Purchasing Agent, may be

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considered. Written request for consideration of alternate coverage shall be received by the City's Purchasing Agent at least (10) ten Business Days prior to the date set for opening the Proposals. 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 Proposal openings.

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 VIII" 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 section 13 above.
15. The City will consider deductible amounts as part of its review of the financial stability of the Proposer. Any deductibles shall be disclosed in the Proposal and all deductibles will be assumed by the successful Proposer.

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

1. The successful Proposer 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 Proposer and the City from claims set forth below which many arise out of or result from the successful Proposer operations under the Contract, whether such operations are by the successful Proposer 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 Proposer's employees;
  - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful Proposer'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 Proposer, 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 there from;
  - 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.

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2. The specific insurance policies required to cover the claims listed above in subsection 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 Request for Proposals documents.
  - A. Commercial General Liability - Such 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 three years after completion of the Work;
    - iv. Contractual liability including protection for the successful Proposer from claims arising out of liability assumed under the Contract, and including Automobile Contractual Liability;
    - v. Personal Injury and Advertising Injury Liability
    - vi. Explosion, Collapse or Underground Hazards.
  - B. Commercial Automobile Liability including Uninsured Motorist's and Underinsured Motorists Coverage.
  - C. 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; and Employers' Liability coverage.

**III. Commercial General or other required Liability Insurance - "Claims Made" Basis**

1. If Commercial General or other liability insurance purchased by the successful Proposer has been issued on a "claims made" basis, the successful Proposer 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 Proposer shall either:
  - A. Agree to provide the certificates of insurance evidencing the above coverage for a period of three years after final payment for the Contract. This certificate shall evidence a retroactive date, no later than the beginning of the successful Proposer or subcontractors Work under the Contract; or
  - B. Purchase a three year extended reporting period endorsement for the policy or policies in force during the term of the Contract as evidence of the purchase of this extended reporting period endorsement by means of a certificate of insurance or a certified copy of the endorsement itself.

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**PART IV – REQUIRED SUBMITTAL D - REQUIRED INFORMATION FORM**

Each Proposer submitting a response to this Request for Proposal is to provide the following information:

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

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

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Partnerships are to provide this information for all partners.

3.           If the Proposer is a corporation, provide the following:  
              State of Incorporation \_\_\_\_\_ Charter number of the Virginia Certificate of  
              Authority \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

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

4.           Each corporation is to provide the names of the following officers:

President \_\_\_\_\_

Vice-President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent \_\_\_\_\_

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer's Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory

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**PART IV – REQUIRED SUBMITTAL E - 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 therefrom 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 that is required to submit this statement that 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 Proposal 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.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer's Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Proposer's Authorized Signatory



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**PART IV – REQUIRED SUBMITTAL G - 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, sexual orientation, or handicap, except as is otherwise provided by law.

(2) Implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure non-discrimination in employment under guidelines to be developed by the commission and approved by the city council.

(3) To include in all solicitations or advertisements for employees placed by or in behalf of the contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.

(4) To notify each labor organization or representative of employees with which said contractor is bound by a collective bargaining agreement or other contract of the contractor's obligations pursuant to this equal employment opportunity clause.

(5) To submit to the city manager and the city's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the city manager.

(6) To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the contractor's business, factors to be considered include but are not limited to, the following;

- A. the overall size of the contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
- B. the type of the contractor's operation, including the composition and structure of the contractor's work force; and
- C. the nature and cost of the accommodation needed.

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

(7) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.

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**FLOOD MITIGATION IMPLEMENTATION**

(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.

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Proposer Name

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Proposer's Authorized Signatory

Date

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Name and Title of Proposer's Authorized Signatory

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ALEXANDRIA WATERFRONT:  
FLOOD MITIGATION IMPLEMENTATION**

**PART IV – REQUIRED SUBMITTAL H - W-9, Request for Taxpayer Identification  
Number and Certification**

Form <b>W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	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/disregarded entity name, if different from above													
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> 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) here (optional)														
<b>Part I Taxpayer Identification Number (TIN)</b>														
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.		Social security number <table border="1" style="width:100%; text-align: center;"> <tr> <td style="width:30px;"> </td><td style="width:30px;"> </td> </tr> </table>												
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		Employer identification number <table border="1" style="width:100%; text-align: center;"> <tr> <td style="width:30px;"> </td><td style="width:30px;"> </td> </tr> </table>												
<b>Part II Certification</b>														
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).														
<b>Certification instructions.</b> 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.														
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶												
<b>General Instructions</b>														
Section references are to the Internal Revenue Code unless otherwise noted.														
<b>Purpose of Form</b>														
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.  <b>Definition of a U.S. person.</b> 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, company, 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).  <b>Special rules for partnerships.</b> 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.												