

City of Alexandria, VA



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Request for Qualifications

Waterfront Implementation Project

RFQU1047

Non-Mandatory Pre-SOQ Meeting will be held on October 17, 2022, at 11am. This will be a virtual meeting. Go to at <https://www.alexandriava.gov/Purchasing> to obtain a link to the meeting.

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.

NOTICE

PROPRIETARY/CONFIDENTIAL INFORMATION

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

Anticipated Timeline Overview

Listed below are the tentative timeframes for events related to the RFQu 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 RFQu by issuing a written amendment.

Event	Timeframe
RFQu Issuance	10/3/2022
Pre-SOQ Meeting	10/17/2022
Deadline for Receipt of Respondent Questions	10/24/2022
City Issues Responses to Respondent Questions via Amendment	11/7/2022
SOQ Due Date and Time	11/18/2022 11:00 AM EST
Interviews (if needed)	Complete by 12/16/2022
Shortlist Notification	1/20/2023
RFP Issuance to Shortlisted Respondents	1/23/2023
Proposal Due Date	3/24/2023
Contract Award	08/01/2023

DUE TO COVID CONCERNS

All SOQs shall be submitted electronically. Submit them through the City's enterprise resource planning (ERP) system at <https://service.alexandriava.gov/MSS/Vendors/default.aspx>. **SOQs sent by mail or by hand will not be accepted.**

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

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1 BACKGROUND

1.1 INTRODUCTION

The City of Alexandria, Virginia, is an urban community of 15.75 square miles with population of 160,000. With its stable residential neighborhoods, its historic districts, and its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses.

1.2 PROJECT BACKGROUND

The 2012 City of Alexandria (City) Waterfront Small Area Plan (SAP) details the City's vision for the Potomac Riverfront, providing pedestrian connectivity, an improved park system, and flood mitigation. Following the SAP, the City approved a schematic landscape and flood mitigation concept in 2014, prioritized capital budget investments in 2015, and commissioned preliminary engineering design from 2016 to 2019.

Intending to utilize progressive design-build, in March 2020, the City retained Carollo Engineers, Inc. (Carollo) to provide Owner's Advisory (OA) services in support of the Waterfront Implementation Project (Project). Initial tasks set out to review and confirm the proposed project scope, identify potential value engineering opportunities, and incorporate modern resiliency concepts. Figure 1 documents the City's preferred project alternative, which seeks to:

- Mitigate heavy rainfall flooding by building new, capacity-increasing civil infrastructure (e.g., inlets, pipes, storage, and pumps) to manage the target design storm.
- Eliminate tidal backflow flooding, which occurs when the Potomac River elevation exceeds the street elevation of stormwater inlets or manholes, and river water backs up through the stormwater outfalls onto area streets.
- Address the most frequent episodes of storm surge flooding, which occurs when the Potomac River elevation exceeds the existing shoreline infrastructure (comprised of a structural bulkhead, riprap, and a concrete slope).
- Investigate and include additional deployable flood mitigation technology to protect against larger flood events where feasible and affordable.
- Replace aging or failed bulkheads and shorelines where feasible and affordable.
- Incorporate space-making elements where possible to deliver on the goals of the *Waterfront Small Area Plan*.

The initial project scope must be completed within the City’s allocated capital improvement program (CIP) budget of \$102M, plus ~\$3.2M in additional grant funds awarded by the Virginia Department of Conservation and Recreation (DCR) through the 2021 Virginia Community Flood Preparedness Fund (CFPF) Grant. Additional scope may be incorporated pending any additional grant awards, such as from the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program.

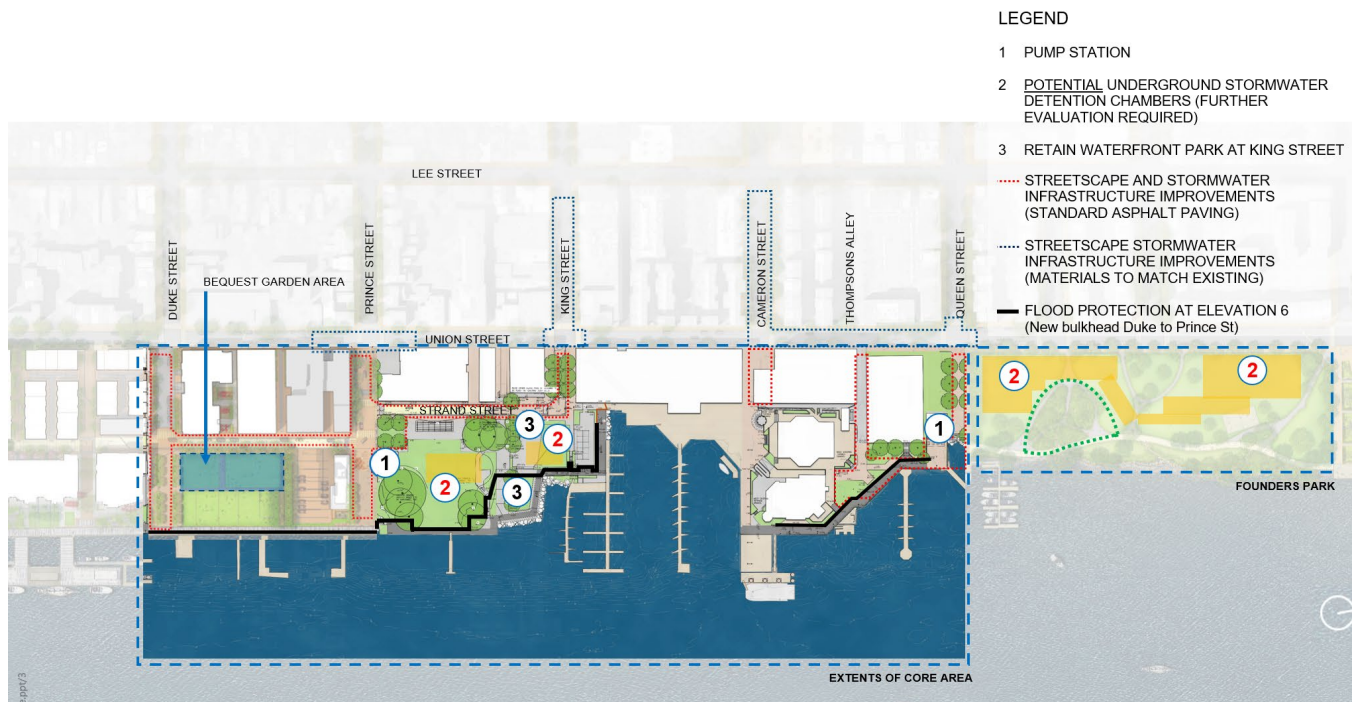


Figure 1 - Preferred Project Alternative

1.3 PROJECT DELIVERY AND PROCUREMENT

The City has determined that it will deliver the Project through the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code § 56-575 et seq.) (“PPEA”) and the Public-Private Education Facilities and Infrastructure Act Guidelines adopted and issued by the City (“PPEA Guidelines”) to implement the PPEA. The specific delivery method that will be used under the PPEA and the PPEA Guidelines will be a two-step progressive design-build (PDB) process, which will result in the selection of an entity that will serve as the Design-Builder for the Project.

This Request for Qualifications (RFQu) represents the first step of the procurement process and establishes the process for soliciting and evaluating Statements of Qualifications (SOQs) from those entities (Respondents) interested in serving as the Design-Builder. The SOQs will be reviewed and evaluated in accordance with the provisions of this RFQu to develop a shortlist (Shortlist) of qualified Respondents (Shortlisted Respondents). Only those Respondents selected as Shortlisted Respondents will be issued the Request for Proposals (RFP) and invited to submit a proposal in response to the RFP.

The RFP will represent the second step of the procurement process and will solicit detailed technical and cost proposals (Proposals) from the Shortlisted Respondents. The award of the Interim Agreement for the Project will be subject to the terms and conditions of the RFP. The forms for both the Interim Agreement and Comprehensive Agreement will be based on the Design-Build Institute of America (DBIA) design-build documents, modified to address the needs of this project.

This RFQu is not a tender, an offer, or a request for proposal, and there is no intention by the City to make an offer by issuing this RFQu. Respondents must be thoroughly familiar with the scope of work and performance requirements discussed in this RFQu. The City may disqualify any Respondent that fails to demonstrate such familiarity in the SOQ. In no event will the City be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

1.4 PROCUREMENT AUTHORITY AND CONTRACTING METHOD

Through Ordinance No. 5369, enacted on September 18, 2021, the City amended Section 3-3-2 of Article A (GENERAL PROVISIONS) of Chapter 3 (Purchases and Contractual Services) of Title 3 (FINANCE, TAXATION AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, to enable the City to use the PPEA. Both the PPEA and the PPEA Guidelines allow the City to use contractual arrangements such as PDB.

Consistent with the PPEA and PPEA Guidelines, the City intends to execute an Interim Agreement between the private entity (i.e., Design-Builder) and public entity (i.e., City) for Phase 1 Services (Preliminary Services). It is further contemplated that after the performance of the Phase 1 Services, and agreement between the City and Design-Builder on the commercial arrangements for the Phase 2 Services (Final Design and Construction), the City and Design-Builder will enter into a Comprehensive Agreement for such that is executed between entities for the performance of the Phase 2 Services.

The Phase 1 and Phase 2 Services are generally described as follows:

- **Phase 1 (Preliminary Services):** Phase 1 Services will generally provide for the Design-Builder to: (a) perform site investigations; (b) perform a cost-benefit analysis of various project scoping items to develop a basis of design and initial cost estimate for the Project; (c) develop the design and update the open book cost models at specific milestones such as 30%, 60%, etc.; (d) perform pre-construction services, including but not limited to the NEPA process and approvals, permitting, constructability reviews and project sequencing, and risk management; and (e) prepare, submit, and negotiate a commercial proposal for Phase 2 services, including either a lump sum or a Guaranteed Maximum Price (GMP) for Phase 2 services. A condition precedent to the commencement of Phase 2 will be agreement between the City and Design-Builder on the commercial arrangements for Phase 2 services. The City is considering what, if any, early work packages will be issued during Phase 1.
- **Phase 2 (Final Design and Construction):** Phase 2 Services will generally provide for the Design-Builder to complete the entirety of the Project's design, permitting, development review process, and construction, as well as perform post-construction tasks, such as commissioning and performance testing.

1.5 DEFINED TERMS

The capitalized terms in this RFQU have the meanings as first used in the text of this RFQU and as defined in Attachment A (Definition of Terms).

1.6 REFERENCE DOCUMENTS

Certain project background documents are being made available in Attachment B (Reference Documents) for the purpose of preparing SOQs. The City is providing these documents only for the purpose of preparing SOQs for the Project and does not confer a license or grant for any other use. The City makes no representation as to the accuracy or completeness of any of the information included in the Reference Documents.

2 PROJECT OVERVIEW

2.1 PROJECT SCOPE, BUDGET, AND SCHEDULE

As depicted in Figure 1, the current project scope includes the following elements:

- Improvements to the stormwater infrastructure, including new/upsized inlets and stormwater conveyance from Duke to Queen Street.
- Potential design and installation of new underground stormwater detention chambers in Waterfront Park and Founders Park (evaluation required by Design-Builder during Phase 1 to determine if feasible and beneficial relative to other alternatives).
- Installation of two stormwater pumping stations in Waterfront Park and Thompsons Alley (or the foot of Queen Street).
- Riverine flood protection up to elevation +6.0 feet (in NAVD88) including a new bulkhead from Duke to Prince Street as well as landscape-based protection along the remaining vulnerable segments of the waterfront.
- Restoration of all disturbed areas including asphalt paving to streets and landscape restoration at Founders Park, Waterfront Park, and Point Lumley.

The estimated design and construction cost fits within the existing CIP budget of ~\$100 million. However, scope expansion could occur if additional funding from the FEMA BRIC program or other funding sources becomes available, or if costs estimated are lower than the budgeted amount. Therefore, the City desires flexibility to adjust, refine, and/or add to the scope as funding becomes available (i.e., a “scope-to-budget” approach) or if alternatives become desirable.

2.1.1 DCR CFPF Grant Implications

Figure 2 illustrates the current project schedule, including key milestones in accordance with the DCR CFPF grant application, through completion of 30 percent design (as funded by grant). The darker blue shading shows the overall 2.5-year timeline for the applicable CFPF grant activities up to the 30 percent design; the lighter blue shading shows the relative timeline for each activity and the red star indicates a project milestone. The grant request was prepared assuming an alternative project delivery method but did not specify the selected method.

Waterfront Improvement Estimated Project Schedule										
Tasks	2021	2022				2023				2024
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0-30 percent Project Completion & Procurement (all tasks)										
City Selection of Project Concept (Milestone)			★							
Task 100 – Design 15-30 percent										
Task 200-Owners Advisory Services										
Task 300- Preliminary Environmental Permitting										
Task 400-Public/Stakeholder Engagement										
Task 500-Grant Management and Status Update										

Figure 2 - Project Schedule as Submitted in the DCR CFPF Grant Application

At the time of this RFQU, the City has received a preliminary award and is awaiting the official award letter and grant agreement from the Virginia Resources Authority (VRA). Upon receipt, the City will advise VRA and DCR of the selected project delivery method and review documentation that may affect the project delivery method and/or schedule. To maintain eligibility for the 60/40 percent match, the project scope must incorporate elements that align with the grant’s “hybrid solutions” definition. Per the DCR CFPF grant manual, a hybrid solution is a project that incorporates nature-based and hardened solutions to achieve an outcome that is primarily nature-based. Project elements that qualify as “hybrid” include landscape-based riverine protection coupled with the use of riprap to stabilize the shoreline, native plants, and trees to create an urban canopy, and subsurface stormwater detention.

While the award amount does not substantially increase the overall project budget, it does demonstrate the Project’s competitiveness for external funding. More specifically, the grant application highlighted the external agency’s preference towards funding more innovative and green solutions. Moving forward, the City is considering submission for future DCR CFPF rounds.

2.1.2 Federal Grant Implications

The Project was not selected for a FEMA Building Resilient Infrastructure and Communities (BRIC) grant in Fiscal Year 2021 and the City is currently evaluating whether it will pursue a FEMA BRIC grant for the Project in Fiscal Year 2022 and/or pursue other federal grants. If awarded any federal grant,

the Project shall comply with the specified period of performance (POP). For example, the FEMA BRIC program requires project completion, inclusive of substantial completion, commissioning, and close-out documentation with FEMA, within three years. There is an opportunity to request an extended POP in the application and precedence for up to two 12-month extensions to the POP following award.

2.2 PROJECT OBJECTIVES AND CONSTRAINTS

The following summarizes the key objectives and constraints that need to be considered in delivery of the project:

- **Funding Source Compliance.** As discussed, above, additional funding will help the Project achieve all objectives. In order to remain eligible for reimbursement, the Project must comply with the funding agency requirements. **For the DCR CFPF grant, the Project must implement a “hybrid solution” scope and complete 15 to 30 percent design activities within three years of executed grant agreement (March 1, 2022) to remain eligible for the 60/40 percent match.** If awarded a FEMA BRIC grant or other federal grant, the City must follow the performance requirement (i.e., implement the stated project benefits to maintain the reported benefit-cost-ratio and complete the Project within the three-year period of performance) and comply with the overall funding requirements to receive the full funding request. Also, other federal funding requirements (e.g., Davis Bacon/Prevailing wage, Good Faith Efforts, American Iron and Steel) will apply.
- **Design to Budget.** The City requires that the Project be designed such that the project costs do not exceed a fixed budget, while still providing flexibility to adjust the design and scope of the Project based on future funding constraints and/or funding opportunities, such as FEMA-BRIC grant funding (or others, as awarded). Since additional funding may become available during the design development process, it is beneficial for the project delivery method to support the adjustment of scope while limiting and managing risk to the City. The project delivery method needs to support cost certainty during design development through accurate and current cost estimates, and support price guarantees once the scope and construction costs are finalized (i.e., a guaranteed maximum price or equivalent).

Additional project objectives and constraints include:

- Construction risk associated with challenging and variable site conditions in the form of geotechnical/soils, potential for unidentified historic and cultural resources and archaeological sites, existing and aging utilities, groundwater, and waterfront/marine construction.
- Contractor input during the design process is important to incorporate construction means and methods, and construction sequencing considerations into the design. Contractor cost estimates during design development are important to inform design decisions and to allow for accurate, real-time monitoring of costs relative to the project budget.
- Complex and specialized construction requires a contractor with specific qualifications and experience.

- Minimal disruptions to the public during construction are critical due to the location of the improvements in downtown Alexandria, which has numerous businesses and residences.
- Complicated permitting and Development Review Process requirements such as NEPA, U.S. Army Corps of Engineers Section 404 Permit, historical site permits, Board of Architectural Review approvals, Development Special Use Permits, etc.
- A collaborative and transparent design and cost development process that facilitates and responds to community and stakeholder engagement.
- Transparent and consistent community and stakeholder engagement tools and process.

3 DESIGN-BUILD SERVICES

As noted in Section 1, the Design-Builder will provide services in two distinct phases. Table 1 below delineates the anticipated roles and responsibilities of the City and Design-Builder in support of execution during each project phase. Table 1 content is intended to provide a general description of roles and responsibilities that will be refined and further defined within the draft Design-Builder scope of services provided with the RFP.

The City is determining the optimum approach for providing short- and long-term operations and maintenance (O&M) for the pump station facilities that will be implemented as part of the Project. One option being considered is that the City will procure a third-party O&M service provider to provide O&M-related design input during Phase 1, O&M services during Phase 2 commissioning period, and long-term O&M of the facilities. Other options being considered include City-staffed O&M, an agreement with another local municipality to provide O&M, and/or a maintenance service agreement with equipment manufacturers. During Phase 1, the City may request assistance from the Design-Builder in procuring a third-party O&M service provider and collaboration with the Design-Builder to assess contracting options for short-term (less than 2 years) operations or equipment maintenance service agreements. Any short-term O&M services provided by Design-Builder will require a mutual agreement between the City and the Design-Builder that would occur through negotiations during Phase 1.

Table 1. Roles and Responsibilities		
Role	City	Design-Builder
Project Management (Phase 1 and Phase 2)	<ul style="list-style-type: none"> • Make day-to-day decisions. • Approve design and construction plans. • Manage contracts with Carollo Engineers as Owner’s Advisor, and Design-Builder. • Provide Project funding and grant compliance and administration services. • Approve scope changes. • Coordinate with City operations, or third-party operations entity. • Lead coordination with federal permitting agencies for the NEPA process. • Serve as applicant for the Section 404 Permit. • Commence NEPA process. 	<ul style="list-style-type: none"> • Develop and implement project management and quality management plans. • Perform site investigations including identification of subsurface location of existing utilities at the Project site. • Identify Project permitting requirements, initiate permitting activities, prepare permit applications, and secure necessary construction phase permits. Advise on temporary construction impacts for the NEPA application document and support in completing final NEPA document. • Identify and minimize impacts during construction to residents and businesses. • Attend regular meetings with the City on a mutually agreed upon schedule to communicate objectives, report on schedule and progress, discuss and resolve issues, and obtain clarifications. • Complete Project documentation, including drawings in accordance with City standards. • Plan for and lead (or co-lead) regular community meetings to communicate Project design and construction updates, such as additional alternatives development, cost-benefit evaluation findings, temporary construction impacts, work sequencing plans, material selection and aesthetics, public amenities, and other questions from the public. Assist City in written communication responses to public questions or comments received via email. • Prepare graphics and other communication tools for civic engagement and industry/community outreach. • Provide input/documentation to support the development of funding applications for currently executed grant applications and potential for future awards.

Table 1. Roles and Responsibilities		
Role	City	Design-Builder
	<ul style="list-style-type: none"> • Provide support and guidance on community engagement and industry outreach plan. Attend all meetings and serve as co-facilitator. 	<ul style="list-style-type: none"> • Provide documentation as requested by the City/Owner’s Advisor for grant management report. • Perform risk management and mitigation activities. • Establish and maintain change order management plan. • Develop and implement Project health and safety practices. • Facilitate resolution of Project issues and challenges. • Develop and maintain a Project schedule.
Preconstruction Services (Phase 1)	<ul style="list-style-type: none"> • Review Phase 1 deliverables and submissions. • Furnish existing studies and data including record drawings, preliminary studies, etc. • Provide access to site/easements. • Serve as the permit holder for certain government approvals for which the City is the applicant (application preparation and supporting materials by 	<ul style="list-style-type: none"> • Evaluation of Project alternatives for stormwater management strategies, including water quality benefits and attenuation of peak flow. • Identify any concerns with and potential refinements to Project technical requirements provided by the City and perform cost-benefit evaluations of any refinements or enhancements to the Project technical requirements provided by the City. • Produce the Basis-of-Design Report and initial cost estimate. • Produce the Geotechnical Baseline Report (GBR). • Perform engineering studies to support design and cost estimating inclusive of Project alternatives from Baseline Project Design and current cost-based alternative as needed to “scope-to-budget”. • Develop the engineering design (including preparing and submitting intermediate design review packages) and value-engineering activities in coordination with the City (design exhibits include drawings, lists, specifications and supporting documentation). • Develop Operations and Cost Maintenance (O&M) cost estimate for 11 years of ongoing operations (post-commissioning period) based on 30% design.

Table 1. Roles and Responsibilities		
Role	City	Design-Builder
	<p>Design-Builder generally).</p> <ul style="list-style-type: none"> Review commercial proposal for Phase 2 services; negotiate GMP in good faith. Coordinate with City operations, or third-party operations entity. 	<ul style="list-style-type: none"> Identify and monitor Project risks and associated contingencies. Prepare an “open-book” cost model and provide detailed cost estimates as the design and design alternatives are advanced (the cost model shall be in the format established by the City and shall include pricing competitively obtained from suppliers and subcontractors). Prepare equipment and subcontract procurement plan and develop procurement documents for solicitation of competitive prices from suppliers and subcontractors. Prepare, submit, and negotiate a commercial proposal for Phase 2 services, including either a lump sum or GMP for Phase 2 services. Complete the final design for the purposes of obtaining necessary permits and to utilize for construction and obtain City approval of design. Provide value engineering and constructability input during Phase 1. Lead Contractor (and any specialty subcontractors) commitment to providing value engineering and constructability input during Phase 1 is a requirement. Lead Contractor and Lead Designer shall sign all deliverables and provide written confirmation of their involvement and agreement in reaching key milestones. Provide additional owner-requested, project-specific services necessary for project success. Develop plan that documents the requirements and responsibilities for environmental and wetland mitigation. Perform quality assurance/quality control of deliverables including the review and confirmation by required reviewers. Complete QA/QC forms with signatures from required reviewers. Prepare permitting and regulatory approval plan that documents all governmental

Table 1. Roles and Responsibilities		
Role	City	Design-Builder
		approval requirements and delineates responsibilities of Design-Builder and City.
Construction Services (Phase 2)	<ul style="list-style-type: none"> • Participate in construction project meetings. • Monitor construction activities. • Coordination of engineering services during construction. • Ensure timely responses to construction submittals (e.g., submittals, requests for information, notices, etc.) as defined in the agreement. 	<ul style="list-style-type: none"> • Supervise subcontractors and Design-Builder personnel performing the work and manage self-performing and subcontracted work. • Coordinate with the City for supply of power, telecommunications, and potable water to the site(s). • Maintain site security. • Implement Project health and safety practices. • Implement quality-management procedures that will be approved by the City prior to initiating work and implement quality management procedures. • Refine and revise the O&M cost estimate for 11 years of ongoing operations (post-commissioning period) based on final design. • Construct the Work in accordance with the final approved design documents. • Obtain all regulatory permits and government approvals and permits for which the Design-Builder is responsible. Unless stipulated otherwise, prepare all permit application materials and complete permit applications. • Provide warranty coverage for constructed work. • Perform mitigation measures that are Design-Builder's responsibility in accordance with the contract documents. Mitigation responsibilities will be defined within GMP Amendment once determined as part of site investigations, environmental permitting, and regulatory agency requirements. • Comply with City's BMP Certification process.

Table 1. Roles and Responsibilities		
Role	City	Design-Builder
Commissioning and Startup (Phase 2)	<ul style="list-style-type: none"> Engage meaningfully in commissioning, startup, and training activities and prepare for hand-off from Contractor. 	<ul style="list-style-type: none"> Lead the team in the early development of the facility commissioning plan with responsibilities clearly delineated. Provide facility and equipment O&M manuals. Conduct startup, commissioning, and performance testing. Provide operator training. Develop Standard Operating Procedures (SOP's) for all equipment and processes Complete Project documentation, including drawings conformed to the construction record in accordance with City standards. Coordinate construction activities with and lead assigned testing, commissioning, startup, and training activities, coordinating with long-term O&M provider to minimize impacts. Provide timely and complete submission of manufacturer's equipment O&M materials.

4 SOQ SUBMISSION REQUIREMENTS

4.1 SUBMITTAL PLACE AND DEADLINE

PLEASE SUBMIT AN ELECTRONIC COPY OF THE PROPOSAL

The Respondent shall submit an original (including all completed and signed required submittals and signed addenda) of their SOQ through the City's ERP system at:

<https://service.alexandriava.gov/MSS/Vendors/default.aspx> by **November 18, 2022, at 11:00 AM.**

Please submit PDF documents only. Failure to submit PDF documents may be grounds for being non-responsive.

Responses received after the due date and time will not be accepted or considered.

Questions regarding this solicitation shall be submitted in writing to the following Contract Specialist:

Wynndell Bishop – Purchasing Agent
Purchasing Division, City of Alexandria, VA
wynndell.bishop@alexandriava.gov
Phone: 703.746.4697

Requests for additional information or clarifications must be made in writing by **5:00 PM EST October 24, 2022**. Email requests are acceptable. Replies to inquiries, additional information, or amendments deemed necessary will be provided by written amendment posted on the City's vendor self-service site under the applicable bid number. Respondents shall not rely on representations, statements, or explanations other than those made in this RFQU or in any amendment to this RFQU.

4.2 SUBMISSION FORMAT

Except as expressly provided in this Section, the SOQ must not exceed **30** total narrative pages (most or all 8½ x 11 inches with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of **two** of the total pages may be 11 x 17-inch tri-fold format and will count as one page. Eleven-point font or larger must be used in SOQ Parts 1–5. Each SOQ Part shall be labelled with title headers. The submitted PDF must be searchable and contain bookmarks for each SOQ Part.

4.3 SUBMISSION CONTENT

The SOQ must include the following information in the order listed:

- Cover/Title Page (limited to one page).
- Transmittal Letter (limited to two pages).
- Table of Contents (limited to one page).
- Part 1 – Respondent Profile.
- Part 2 – Firm Qualifications and Experience.
- Part 3 – Key Personnel.
- Part 4 – Example Projects and Client References.
- Part 5 – Safety Record.
- Appendix A – Forms for Affirmation and Compliance.
- Appendix B – Resumes.
- Appendix C – Safety Record Documentation.

The content requirements set forth in this RFQU represent the minimum content requirements for the SOQ. It is the Respondent's responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the SOQ.

4.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum of two pages) on the Respondent's letterhead. The letter must be **signed** by an authorized representative of the Respondent who is empowered to sign such material and to commit the Respondent to the obligations contained in the SOQ.

If Respondent is a corporation or a limited liability company (LLC), an authorized officer shall sign their name and indicate their title beneath the full corporate name. If Respondent is a joint venture, an authorized representative for each member of the joint venture shall sign the letter, and specifically state that, if the joint venture is selected as the Contractor, each member will be jointly and severally liable to the City for the obligations arising out of the contracts between the joint venture and the City.

The transmittal letter must include the name, address, phone number, and email address of the Respondent representative and must specify who would be the Respondent's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Respondent.

The transmittal letter must affirm compliance with the forms included by Respondent in Appendix A (Forms for Affirmation of Compliance), based on the forms provided in RFQU Attachment C (Forms for Affirmation of Compliance), and confirm receipt of all Addenda. **An SOQ that does not include a transmittal letter meeting these requirements will be considered non-responsive and the Respondent will not be considered for the Shortlist.**

4.3.2 Part 1 – Respondent Profile

A detailed and complete description of the Respondent profile information must be provided in Part 1 of the SOQ. The required information applies to the Respondent and, in the case of a joint venture, both parties must provide requested information. The Respondent profile must include the following information:

- **General Information.** Provide general information about the Respondent, Lead Designer, and Lead Contractor organization(s), such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses. Identify which members of the Project Team will function as the Lead Contractor and Lead Designer, as defined in Attachment A (Definition of Terms). Provide copies of construction licenses for Lead Contractor and copies of engineering license of the Design Manager and the individual that will act as the engineer of record in Appendix A (Forms for Affirmation and Compliance). The Respondent and Lead Contractor must each possess and maintain current, valid, and appropriate Virginia construction licenses for performance of the construction work. The Design Manager and the individual that will act as the engineer of record must possess and maintain a current, valid, and appropriate engineering license for performance of design services. The Respondent's and Lead Contractor's Virginia contractor licenses must not have been suspended or revoked in the last five (5) years; and the engineering licenses for the Design Manager and the individual that will act as the engineer of record must not have been suspended or revoked in the last seven (7) years.
- **Legal Structure.** Identify whether the Respondent is organized as a corporation, LLC, or joint venture and which entity will obtain the performance and payment bonds that will be used. Describe how the Respondent has used this structure, or a similar structure, to deliver similar projects and how this structure will result in an integrated and cohesive team for managing the Project.

For Respondents that are a joint venture:

- Provide a copy of the joint venture agreement in Appendix A (Forms for Affirmation and Compliance).
- Describe the specific responsibilities of each member of the joint venture, specify the degree of control each member of the joint venture will exercise, the distribution of profit and loss, and identification of work responsibilities each member will exercise.

- **Bonding Capacity.** In Appendix A (Forms and Affirmation of Compliance), Respondent shall provide a notarized letter(s) from its surety (or sureties) verifying the Respondent has a minimum bonding capacity of \$150 million available for this Project for performance and payment bonds. The Respondent’s surety (or sureties) must have an A.M. Best Company Financial Strength Rating (FSR) rating of “A-“ or better, must be authorized by law to do business in the Commonwealth of Virginia, and must be listed in the U.S. Department of Treasury Circular 570.
- **Insurance.** The selected Respondent will be required to maintain the following insurance for the duration of the Interim and Comprehensive Agreements and provide certifications of insurance coverage(s).

In Appendix A (Forms and Affirmations of Compliance), Respondents are required to provide a letter from their insurance company or broker stating the ability to acquire and provide insurance coverage that meets the following minimum limits:

a. General Liability	\$2,000,000
b. Workers’ Compensation Employer’s Liability	\$1,000,000
c. Automobile Liability	\$1,000,000
d. Professional Liability	\$5,000,000
e. Builder’s Risk Insurance	100% of GMP
f. Contractor’s Pollution Liability Insurance	\$5,000,000
g. Umbrella/Excess Liability Insurance: Umbrella/Excess Liability insurance in excess of the underlying limits noted above for employer’s liability, commercial general liability, and automobile liability in the amount of	

The Lead Designer may provide professional liability insurance if Lead Designer is a subcontractor to the Design-Builder. The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of “A-” or better, unless otherwise acceptable to the City, and are duly licensed or authorized in the Commonwealth of Virginia. The City shall be named as an additional insured as appropriate and shall be entitled to the fullest coverage permitting by law.

Design-Builder shall be aware that all first-tier subcontractors who will perform work under the Design-Build Agreement will be required to procure and maintain Virginia statutory limits of Workers’ Compensation insurance. The Design-Builder shall furnish the City satisfactory evidence of subcontractors' insurance PRIOR to the subcontractor starting Work.

Workers’ Compensation Employer’s Liability shall include U.S. Longshore and Harbor (USL&H) endorsement. Waivers of Subrogation is required for General Liability, Automobile Liability, Umbrella/Excess Liability Insurance, and Workers’ Compensation Employer’s

Liability. Insurance coverage for General Liability, Automobile Liability, and Umbrella/Excess Liability Insurance is required as “Primary and Non-contributory” to any coverage carried by the City. Builder’s Risk coverage provided by Design-Builder shall include the City and sub-contractors as Named Insureds. Note that the Contractor’s Pollution Liability Insurance will be further evaluated and scoped during Phase 1 and during development of the Comprehensive Agreement.

- **Termination for Default, Criminal Convictions, and Debarment**

Respondent shall submit the following information with respect to the Respondent, Lead Contractor, and Lead Designer:

- Identification of any contract that has been terminated for default within the last five (5) years.
- Identification of any criminal conviction, and any violation of any federal, state, or local statute or regulation, or of any court order addressing or governing antitrust, public contracting, employment discrimination, false claims, or prevailing wages within the last five (5) years.
- Identification of any debarment, or any consideration for debarment, on public contracts by the federal, state, or local government, or by any agency of such government within the last five (5) years.

Present the Respondent’s position on the matters above. The City will evaluate the facts and may, at its sole discretion, reject the Respondent’s SOQ if the facts discovered indicate that completion of a contract resulting from the RFP may be jeopardized by selection of such Respondent.

If any of the above questions is answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent’s responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Contractor’s ability to perform its contractual commitments. Include these responses in Appendix A (Forms and Affirmation of Compliance) of the SOQ.

- **Team Member Commitments**

Lead Contractor and Lead Designer representatives shall sign the Team Commitment Form and include within Appendix A (Forms and Affirmation of Compliance). The letter must be signed by authorized representatives who are empowered to sign such material and to commit the firms to the obligations stated in the form.

- **O&M Service Provider Recommendation (not scored)**

For the benefit of the City in assessing its options for performing pump station O&M services, the Respondent is asked to provide any recommendations for third-party O&M service providers or other options within Appendix A (Forms and Affirmation of Compliance). **The information provided by Respondent will not be scored.** If the Respondent is not able to provide any recommendations, then no related information is required to be provided.

4.3.3 Part 2 – Firm Qualifications and Experience

Provide an organizational chart showing Respondent’s proposed organizational and management structure for the Project that clearly identifies which Project Team members and Key Personnel are responsible for the major functions to be performed. The organizational chart shall clearly identify the Lead Contractor, Lead Designer, and professional services subcontractors/subconsultants that comprise the Project Team. Identify each proposed Key Personnel (see Part 3 – Key Personnel) and their firm affiliation on the organizational chart.

Provide a concise written narrative of the firm-wide qualifications and experience of the Lead Designer, Lead Contractor, and any professional services subcontractors/subconsultants that are relevant to design-build services for the Project. Describe the roles, responsibilities, functional arrangements, and reporting relationships between and among the members of Respondent’s Project Team. Clearly and specifically identify the in-house capabilities of the Respondent and those disciplines and specialties for which the Respondent will subcontract. Include a description of any specific experience with civic engagement, federal and/or other complex permitting, compliance with federal funding requirements, and mitigation of construction impacts within public spaces and historic/culturally significant sites. Provide a description of the Project Team members’ experience working together, local working experience, and experience with progressive design-build or other collaborative and alternative delivery methods.

4.3.4 Part 3 – Key Personnel

Identify the names and firm affiliations of proposed Key Personnel that include those serving the following functions, recognizing that certain individuals may fulfill multiple roles:

- Project Management.
- Design Management.
- Construction Management.
- Community Engagement and Communications.
- Exterior Space-making and Landscape Design.
- Marine/Bulkhead Design.
- Stormwater Management and Flood Mitigation Design.
- Pump Station Design.
- Permitting (NEPA support, State and Federal Regulatory Approvals).
- Development Review Process (local) Approvals.
- Archaeology, Cultural Resource Management, and Historic Preservation.

Note that any change in the Key Personnel included in the SOQ are subject to the provisions outlined in Section 6.14 (Obligation to Keep Project Team Intact), which requires City approval of such changes. Any Respondent that submits a Proposal will be required to certify that no Key Personnel have changed since its SOQ was submitted, subject to being considered non-responsive. **Respondent shall only provide information regarding Key Personnel that fulfill the functions listed above – the RFP may request information regarding additional Key Personnel (if any).**

In Appendix B (Resumes) of its SOQ, Respondent shall provide a resume for each Key Personnel (include only resumes for Key Personnel). Resumes must be limited to two pages per individual (not all resumes are required to be the same number of pages) and include the following:

- History of employment.
- Education and relevant training.
- Length of time with firm.
- Experience as it relates to the Project and to the individual's specified role on the Project. List three past or current projects performed including:
 - Project name, location, and brief description of project including its size, scope, and complexity.
 - Description of the individual's position and responsibilities on the projects.
 - Relevance of the project experience to the work required for this Project, including project delivery methods, such as design-build, construction management at risk, or similar contracting methods, as well as negotiated, open-book contracting.

4.3.5 Part 4 –Example Projects and Client References

The City will review the past performance and experience of the members of the Lead Contractor and Lead Designer, and the professional services subcontractors/subconsultants as applicable (Note: specialty subcontractors that will perform construction Work are intended to be procured by Design-Builder during Phase 1 or Phase 2 of the Project and are not part of the Respondent's Project Team; the exception is that the RFP will include a request that the Respondent identify and provide information regarding its proposed Marine Work Subcontractor that will be evaluated as part of the Respondent's Project Team during the RFP stage of this procurement process), including their individual and collective past performance and experience on previous or current projects of similar size, complexity, challenges, and functionality as the Project.

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience. Each project description shall contain at least the following information:

- Project name and location.
- Name of Owner.
- Owner reference and contact information.
- Delivery model (I.e., contracting method).
- Role of Project Team member.
- Initial and final contract value and reason for any change.
- Scheduled and actual completion dates.
- Description of the project as relevant to the Project.
- Names of project team in project that are Key Personnel in this SOQ, along with a clear description of the roles and responsibilities of each.
- Description of self-performed work.
- Description of past performance in utilization of disadvantaged business enterprises and small business entities.

In addition, provide a summary table to cross-reference the Lead Designer and/or Lead Contractor and/or professional services subcontractors/subconsultants (both firms and Key Personnel) with participation in the reference projects. **Respondent should emphasize reference projects in which Key Personnel participated in completion of the project.**

The Respondent shall provide descriptions for a minimum of three (3) reference projects each for the Lead Designer and Lead Contractor to demonstrate experience relevant to the Project. Representative projects shall be projects of relevant scope, size, complexity, challenges, and functionality as the Project described in this SOQ. A maximum of a total of ten (10) representative projects may be provided.

The Respondent shall request that each owner reference complete the Vendor Appraisal Form (Attachment C-6) included in Appendix C and that the owner reference submits the complete form to the City prior to the SOQ Submittal Date. **It is the Respondent's responsibility to confirm that owner references are completed and submitted.** The Respondent's score on this section may be negatively impacted by the lack of completed and submitted vendor appraisal forms.

International project reference and contact information will be considered only to the extent the Respondent is able to provide information in its SOQ that adequately describes how the project reference is relevant to projects completed in the United States (e.g., similar regulatory requirements; similar materials and equipment procurement requirements; etc.).

4.3.6 Part 5 – Safety Record

Part 5 of the SOQ must provide a summary of the following safety statistics for the Lead Contractor for the past five (5) years (2017 – 2021):

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau (the EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod). The EMR is calculated by comparing a company's actual workers compensation loss data against average loss data for other employers in the same state who share the same industry classification code.
- The days-away-from-work injury incidence rate. A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.
- Provide completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses for the past five (5) years for the Lead Contractor in Appendix C (Safety Record Documentation).

5 SOQ EVALUATION AND DESIGN-BUILDER SELECTION

5.1 GENERAL

As described in Section 1.2, the Design-Builder will be selected utilizing a two-step process. Step 1 is to evaluate responsive SOQs and potentially invite Respondents to participate in an interview. After scoring the SOQs (as informed by the interviews if conducted), the City's selection committee will shortlist up to four of the Respondents with the highest SOQ scores. Respondents who submitted an SOQ will be notified of the Shortlist via a letter or email. SOQs received from Respondents will not be returned.

Step 2 is to issue an RFP to the Shortlisted Respondents and evaluate and score Proposals. The City intends to select the Shortlisted Respondent with the highest Proposal score as the Design-Builder to negotiate Phase 1 services. The City may elect to conduct interviews of the Shortlisted Respondents to inform scoring of Proposals – it is not anticipated that interviews will be conducted for both Step 1 and Step 2.

During the evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its SOQ, Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration. Respondent is responsible for the accuracy of its SOQ and Proposal. Discrepancies between words and figures will be resolved in favor of the words.

5.2 SOQ RESPONSIVENESS REQUIREMENTS (Step 1)

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Respondent must comply with all terms and conditions of this RFQ, including, without limitation, the requirement to provide all documentation requested in this SOQ. Failure to comply with the requirements of this RFQ may result in an SOQ being rejected as nonresponsive. At its sole discretion, however, the City may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a failure.

5.3 SOQ MINIMUM REQUIREMENTS (PASS/FAIL) (Step 1)

Each responsive SOQ will be reviewed to determine whether it meets the Mandatory (Pass/Fail) Requirements outlined in this subsection and as provided in Part 1 of the Respondent's SOQ. At its sole discretion, the City may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy all the following Mandatory (Pass/Fail) Requirements may be rejected:

- **Bonding Capacity.** Respondent must provide notarized letter(s) from its surety (or sureties) verifying the Respondent has a minimum bonding capacity for this Project as required in Section 4 of this RFQu.
- **Insurance.** The Respondent must have the ability to obtain insurance meeting the minimum requirements presented in Section of this RFQu.
- **Licensing and Registration.** The Respondent must demonstrate that it and the Lead Contractor possess the necessary Virginia construction licenses and are properly registered with Department of Professional and Occupation Regulation (DPOR). The Design Manager must possess a Civil or Mechanical Engineering Professional Engineer's license in the Commonwealth of Virginia and the individual(s) who will act as engineers of record shall possess the necessary engineering license in the Commonwealth of Virginia for the type of work to be performed.
- **Termination for Default, Criminal Convictions, and Debarment.** The Respondent must not be subject to a material adverse condition that in the City's sole judgment gives rise to reasonable doubt concerning Respondent's its ability to perform its contractual commitments.
- **Teaming Commitment.** Lead Contractor and Lead Designer representatives must have signed and provided the Teaming Commitment Form.

5.4 SOQ EVALUATION CRITERIA (Step 1)

The SOQ evaluation criteria are intended to allow the City to evaluate specific aspects of a Respondent's experience, technical competence, and capability to perform. The SOQ evaluation criteria are weighted in accordance with the table set forth below. The scoring of the evaluation criteria will be based upon the rating set forth in the Table 2 – SOQ EVALUATION CRITERIA SCORING below, and the information provided in Parts 1 – 5 of the Respondent's SOQ.

- Firm Qualifications and Experience – Demonstrated qualifications and experience of the Respondent's Project Team members relevant to the Project requirements including completing design-build or other collaborative delivery projects, experience with negotiated, open-book contracting, experience working together, and experience working locally in the Commonwealth of Virginia and District of Columbia metro area.

- Key Personnel – Qualifications and experience that demonstrates Respondent’s Key Personnel can fulfill their roles and responsibilities and will enable Respondent to successfully complete the design, construction, startup, commissioning, and performance testing of the Project. Respondents will be evaluated based on the qualifications, experience, and past performance of Key Personnel, with the evaluation considering, among other things, their experience working in similar roles to those proposed on this Project based on projects of similar complexity, challenges, and functionality as this Project.
- Example Projects and Client References– Demonstrated experience that the Respondent’s Project Team (Lead Contractor, Lead Designer and professional services subcontractors/subconsultants) can successfully complete the design, construction, startup, commissioning, and performance testing of the Project. Respondents will be evaluated based on the project experience of the members of Respondent’s Project Team including their individual and collective performance history and experience on previous or current projects of similar complexity, challenges, and functionality as the Project.
- Safety Record – Demonstrated capability to deliver the Project safely. Respondents will be evaluated based on the past safety performance of the Lead Contractor.

The City will evaluate and rank the responsive SOQs by scoring the qualitative evaluation criteria set forth below in Table 2 to generate a Shortlist. The total number of points that will be used in evaluating all of the factors for the SOQ is 100, allocated as shown in the following table.

Table 2: SOQ Evaluation Criteria Scoring

Criterion	Evaluation/Maximum Possible Points
Part 1 – Respondent Profile	
<ul style="list-style-type: none"> • Meet minimum bonding capacity. 	Pass/Fail
<ul style="list-style-type: none"> • Meet minimum insurance requirements. 	Pass/Fail
<ul style="list-style-type: none"> • Possess required licenses and professional registrations. 	Pass/Fail
<ul style="list-style-type: none"> • Must not be subject to termination for default, criminal conviction and disbarment. 	Pass/Fail
<ul style="list-style-type: none"> • Signed Teaming Commitment Form provided. 	Pass/Fail
Part 2 – Firm Qualifications and Experience	20
Part 3 – Key Personnel	35
Part 4 – Example Projects and Client References	35
Part 5 – Safety Record	10
TOTAL	100

5.5 PROPOSAL EVALUATION CRITERIA (Step 2)

The form and format of the Proposals, instructions regarding information required, and other details of submittals will be provided in the RFP. The RFP will include additional Project information, technical requirements, and the draft Interim and Comprehensive Agreements (including Phase 1 and Phase 2 scopes of services). The evaluation criteria and scoring of the Proposals are anticipated to approximately be based upon the ratings set forth in Table 3 – PROPOSAL EVALUATION CRITERIA SCORING (Anticipated) below.

Table 3: Proposal Evaluation Criteria Scoring (as currently anticipated)

Project Team	
a. Project Team Qualifications.	20
Project Approach	
a. Understanding and Approach.	25
b. Innovative Solutions.	20
c. Cost Estimate and Cost Control.	10
d. Quality Control Approach.	5
e. Start-up/Commissioning Approach.	5
Cost	
a. Cost Proposal.	15
Total Possible Score	100

It is anticipated that the cost proposals may include the following cost elements: Phase 1 services fixed fee or hourly rates; and/or the Design-Builder’s overhead and profit fixed fee or percentage. It is anticipated that project team qualifications may include a summary of SOQ, additional Key Personnel, and additional team member firms (if applicable). While the SOQs scores will not be directly carried over to the Proposal scoring, some or all of the information provided through the SOQs will be considered and evaluated in the RFP stage.

5.6 CONFIDENTIAL MEETINGS (Step 2)

Shortlisted Respondents may request to hold confidential meetings with the City to discuss terms of the draft Interim and Comprehensive Agreements, Project technical requirements, and/or the RFP. Although the meetings will be considered confidential, any changes to the draft agreements or RFP will be issued to all Shortlisted Respondents via Addendum. The RFP will include minimum Key Personnel that will be required to attend the confidential meetings.

5.7 DESIGN-BUILDER SELECTION

The Shortlisted Respondents will be ranked based on Proposal scores, and the Shortlisted Respondent with the highest Proposal score (i.e., preferred Shortlisted Respondent) will be identified. In the event of a tie in total score, the Shortlisted Respondent with the lowest conforming cost proposal will be selected as the preferred Shortlisted Respondent. There will be a public hearing by City prior to proceeding with negotiations with the preferred Shortlisted Respondent. After negotiations, recommendation for the approval and decision on the negotiated Interim Agreement will be brought forward to the City Council for a vote. If acceptable, the City Council will adopt the proposed resolution and authorize the City Manager to execute the Interim Agreement with the Design-Builder.

6 CONDITIONS FOR RESPONDENTS

6.1 COMPLIANCE WITH APPLICABLE LAW

The offeror hereby represents and warrants that:

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

6.2 SEVERABILITY

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

6.3 WITHDRAWAL OF SOQ OR PROPOSAL

A Respondent may withdraw its SOQ or Proposal from consideration at any time prior to the respective submission due date and time by notifying the Contracting Officer in writing of such withdrawal.

6.4 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in the Commonwealth of Virginia.

6.5 LICENSING

- Contractor's License: In accordance with Section 54.1-1103 of the Code of Virginia, 1950, as amended, the Respondent and Lead Contractor and each subcontractor shall have a valid Virginia contractor's license. The Virginia contractor's registration number for each subcontractor shall be provided on the list of subcontracts.
- Alexandria Business Licenses: In accordance with Chapter 1, Title 9, of the Code of the City of Alexandria, the following shall possess a current City business license:
 - Respondent;
 - Lead Contractor;
 - All subcontractors, sub-subcontractors and vendors at any tier with a definite place of business in the City; and
 - All subcontractors, sub-subcontractors and vendors at any tier, without a definite place of business in the City, the gross receipts of which, from business conducted in the City, are expected to exceed \$25,000 in any calendar year.

6.6 INELIGIBLE FIRMS AND INDIVIDUALS

The following firms and individuals are serving in an advisory capacity to the City for this Project and are therefore not eligible to assist or participate with any Respondent that submits an SOQ for the Project: Carollo Engineers, Inc. and their first-tier subconsultants include Mueser Rutledge Consulting Engineers; Capital Project Strategies, LLC; and OLIN.

6.7 WAIVER OF INFORMALITIES

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

6.8 SOQ OR PROPOSAL SUBMISSION AND PRESENTATION COSTS

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

6.9 COMPLIANCE WITH THE SOQ OR PROPOSAL

It is the responsibility of each Respondent to thoroughly examine the documents and other related data identified in the solicitation before submitting a SOQ/Proposal in response to the solicitation.

Respondent shall ensure that their submission complies with all the requirements of the solicitation. Any submission that is not in strict compliance with all provisions of the solicitation may be deemed non-responsive and disqualified.

6.10 CONDITIONAL SOQs OR PROPOSALS

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

6.11 CONFLICT OF INTEREST

A conflict-of-interest situation may disqualify an organization. If the Respondent believes there may be a conflict of interest, it must list the organizations and the names of entities or persons associated with the Respondent who may have a conflict of interest, or appearance of a conflict of interest, with the City. Details of the potential conflict of interest must also be included.

Names of entities associated with the Respondent who may have a conflict of interest with any activity of this Project shall be included in the SOQ. Provide details and reasons. Respondents are subject to disqualification on the basis of conflict of interest as determined by the City.

6.12 CONFIDENTIAL INFORMATION

SOQs submitted in response to this RFQU may contain technical, financial, or other data, of which public disclosures could cause substantial injury to the Respondent's competitive position or constitute a trade secret. To protect such data from disclosure, the Respondent shall specifically identify the pages of the SOQ that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the SOQ:

NOTICE

The data on the pages of this SOQ identified by an asterisk () or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Respondent's competitive position. The Respondent requests that such data be used only for the evaluation of its SOQ but understand that disclosure will be limited to the extent that the City determines is allowable under federal, state, and local law.*

In SOQs containing proprietary information, proprietary paragraphs and/or other data shall be clearly marked as noted above.

6.13 RIGHTS RESERVED BY THE CITY

The City reserves the right to pursue any or all of the following actions concerning this uRFQu:

- Request additional information and/or clarification from the Respondents and provide a list of such questions and the City responses to all Respondents.
- Issue addenda to the RFQu via supplements, amendments, or modifications prior to the due date of the SOQ.
- Reject any or all SOQs.
- Permit the timely correction of errors or waive minor deviations.
- Cancel this RFQu in whole or in part with or without substitution of another RFQu if such cancellation is determined to be in the best interest of the City.
- Extend the deadline for submittal of the SOQ.
- Assess any or all SOQs and schedule presentations by the Respondents.
- Waive deficiencies, informalities, and irregularities in an SOQ and accept and review a non-conforming SOQ.
- Eliminate any Respondent that submits a non-conforming, non-responsive, incomplete, inadequate, or conditional SOQ.
- Take any action affecting the RFQu process, or the project subject to this RFQu, that would be in the best interest of the City.
- Shortlist the Respondents who, in the judgment of the City and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the City.
- Conduct all investigations with respect to the qualifications and experience of each Respondent and background checks.
- Visit and examine any of the existing facilities referenced in the Respondents' SOQs, and others owned, operated, and/or built by the Respondents, in order to observe and inspect such facilities and their operations.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs.
- Permit corrections to data submitted with any SOQ.

6.14 OBLIGATION TO KEEP PROJECT TEAM INTACT

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. The personnel assigned to these Key Personnel positions at the commencement of services under the proposed Contract shall serve in these positions as long as required. The Respondent shall not change personnel assigned to these positions without the prior written consent and approval of City, whose consent shall not be withheld unreasonably.

6.15 ADDENDA

If any revisions to the RFQu or procurement process become necessary or desirable (at the City's sole discretion), the City may issue written Addenda. The City will issue and publish such Addenda in the same manner as this RFQu has been published. If Addenda are issued, the time and date set for submittal of SOQs may be changed by the City to enable Respondents to take into account the Addenda in preparing their SOQ. If an Addendum is issued amending this RFQu, all provisions that are not modified remain unchanged. It is each Respondent's responsibility to obtain all Addenda prior to submitting its SOQ by acknowledging receipt of each one in the Transmittal Letter.

6.16 PROTESTS AND APPEALS

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

Attachment A

Definition of Terms

The definitions of some of the capitalized terms used in this RFQU are presented below:

- **City** – The City of Alexandria.
- **Comprehensive Agreement** – The agreement(s) between the City and the Design-Builder that will establish the terms and conditions for the performance of the Phase 2 design-build services for the Project.
- **Contracting Officer (CO)** – The Purchasing authority who administers and makes related determinations and findings for City contracts as authorized by, and under the supervision of the Purchasing Agent. The City Contracting Officer is Wynndell Bishop, Purchasing Agent.
- **Contracting Officer’s Representative (COR)** – The duly employed Department Head of the using Department who serves as the CO’s representative and shall manage awarded contracts for their Department. The City Contracting Officer’s Representative is Terry A. Suehr, Director.
- **Contracting Officer’s Technical Representative (COTR)** – The City employee who serves as the COR’s technical representative for the purposes of administering the contract. The COTR may designate one or more additional representatives to assist with contract administration. The City Contracting Officer’s Technical Representative is Matthew Landes, Portfolio Manager / Division Chief.
- **Design-Builder** – The entity that will serve as the Project developer and enter into a contractual relationship with the City, and that will be the single point of accountability to the City for delivery of the services and the Project.
- **Interim Agreement** – The agreement(s) between the City and the Design-Builder that will establish the terms and conditions for the performance of the Phase 1 design-build services for the Project.
- **Key Personnel** – The individuals, employed by Respondent or other firm included on the Project Team, who would serve the project functions defined in Section 4.3.4 to support the delivery of the Project and related services if Respondent is chosen as the Design-Builder.
- **Lead Contractor** – The member entity of the Project Team that is licensed as a Virginia general contractor and that has primary responsibility for construction services for the Project. The Lead Contractor is required to hold a Virginia Class A (General) License.
- **Lead Designer** – The member entity of the Project Team that employs professional engineers licensed in the Commonwealth of Virginia and that has primary responsibility for design services for the Project.
- **Mandatory (Pass/Fail) Requirements** – The requirements set forth in this RFQU that, at a minimum, must be satisfied (or waived by the City) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

- **Marine Work Subcontractor** – The subcontractor, or division of the Lead Contractor if Work is to be self-performed, that will perform the Work within and immediately adjacent to the Potomac River. The Marine Work Subcontractor, or division of the Lead Contractor if Work is to be self-performed, will be identified by Respondent in its Proposal in response to the RFP.
- **Owner’s Advisor** – Carollo Engineers, Inc.
- **Phase 1 Services (also known as Preliminary Services)** – Those services generally described as Phase 1 Services as set forth in Section 1.2 above.
- **Phase 2 Services (also known as Final Design and Construction Services)** – Those services generally described as Phase 2 Services as set forth in Section 1.2 above.
- **Project** – Waterfront Implementation Project.
- **Project Team** – The Design-Builder; the Lead Contractor, the Lead Designer, Key Personnel, and professional services subcontractors/subconsultants.
- **Reference Documents** - The documents listed in Attachment B (Reference Documents) and described in this RFQu.
- **Respondent** – The entity responding to this solicitation by submitting the SOQ; and that, if selected by the City, will enter into the Interim Agreement with the City for delivery of the services and the Project.
- **Responsiveness Requirements** – The requirements set forth in this RFQu that, at a minimum, must be satisfied (or waived by the City) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.
- **Shortlist** – A limited list of Respondents selected by the City to compete in the RFP process.
- **Shortlisted Respondents** – Those entities who submit an SOQ in response to the RFQu (i.e., the Respondent) and are invited to submit proposals in response to a City RFP. The RFP is the second step in the City’s two-step procurement process employed to procure a Design-Builder for the Project. Also referred to as a Respondent.
- **Work** – Includes all material, labor, utility services, supplies, tools, expendable equipment, and all appliances, machinery, transportation, appurtenances, communications and specified services necessary to perform and complete the Interim and Comprehensive Agreement(s); and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and operable satisfactory system or structure. As used in this Contract, “provide” shall be understood to mean “furnish and install, complete in place.”

Attachment B

Reference Documents

Respondents shall review the index of Project background documents to support SOQ development and during Phase 1 Services. The City may also update the index of Project background documents from time to time with new information via Addenda to the RFQU, RFP, or during Phase I Services. Background documents can be accessed using this link, <https://www.alexandriava.gov/Waterfront>, and navigating to Technical Resources in the Project Library section of the project website. The following documents are available (listed in date order):

- Project Narrative Report, October 2020.
- Optimization Opportunities Report, date.
- TM1: Design Storm Selection, May 2022.
- TM2: Existing Flood Frequency Analysis, May 2022.
- TM3: Collection System Upgrades, date.
- TM4: Parkspace and Streetscape Stormwater Attenuation Solutions, date.
- TM6: Pump Stations Capacity and Sizing, date.
- TM7: Bulkhead Condition Assessment and Recommendations, date.
- Topographical and Utility Survey, July 2022.
- Geotechnical Data Report, June 2022.
- Geotechnical Design Memo, date.
- Phase 1 Environmental Site Assessment, February 2022.
- Phase 2 Environmental Site Assessment, July 2022.
- DCR Virginia Community Flood Preparedness Grant Application, date.

Background documents regarding the Baseline Plan can be accessed using this link, <https://www.alexandriava.gov/Waterfront>, and navigating to Baseline Waterfront Flood Mitigation Resources in the Project Library Section of the Project website.

Attachment C

Forms for Compliance

1. Solicitation, Offer and Award Form (Attachment C-1)
2. Required Information Form (Attachment C-2)
3. Certified Statement of Non-Collusion (Attachment C-3)
4. Disclosure Relating to City Officials & Employees (Attachment C-4)
5. Equal Employment Opportunity Agreement (Attachment C-5)
6. Vendor Appraisal Form (Attachment C-6)
7. Team Commitment Form (Attachment C-7)

SOLICITATION, OFFER, AND AWARD		1. SOLICITATION NO. RFQ1047	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED PROPOSAL (RFQU)	3. DATE ISSUED October 3, 2022	PAGE OF 001	PAGES 002
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.		
7. ISSUED BY DEPARTMENT OF FINANCE/PURCHASING DIVISION 100 N. PITT STREET, SUITE 301 ALEXANDRIA, VA 22314			8. ADDRESS OFFER TO USE THE ERP SYSTEM FOUND AT: https://service.alexandriava.gov/MSS/Vendors/default.aspx			
9. FOR INFORMATION CALL : ▶	A. NAME Wynndell Bishop, Purchasing Agent wynndell.bishop@alexandriava.gov		B. TELEPHONE NO. (INCLUDE AREA CODE) (NO COLLECT CALLS) 703-746-4697			
SOLICITATION						
10. THE CITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date): THIS PROJECT IS FOR: Design-Build Services for the City of Alexandria, VA Waterfront Implementation Project. The Project will consist of all the elements required to make the plan complete and ready for use. The Design-Builder shall accomplish all work, including such additional, extra and incidental work that may be considered necessary by the City, to complete the Project, as defined herein, in a satisfactory and acceptable manner.						
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>N/A</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input checked="" type="checkbox"/> negotiable.						
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES" indicate within how many calendar days after award in item 12B) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12B. CALENDAR DAYS Not Applicable		
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. A bid guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. B. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or will be rejected. C. Offers providing less than 180 calendar days for City acceptance after the date offers are due will not be considered and will be rejected.						

OFFER											
14. NAME AND ADDRESS OF PROPOSER (Including zip code)						15. TELEPHONE (Include area code) & EMAIL					
						16. REMITTANCE ADDRESS (Include only if different than item 14)					
17. The Proposer agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the City in writing within <u>180</u> calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13C. Failure to insert any number means the offerors accepts the minimum in Item 13C.)											
AMOUNTS ▶											
18. The Proposer agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGEMENT OF AMENDMENTS											
(The Proposer acknowledges receipt of amendments to the solicitation – give number and date of each)											
AMENDMENT NO.											
DATE											
20A. NAME/TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by the City)											
21. ITEMS ACCEPTED											
22. AMOUNT						23. ACCOUNTING AND APPROPRIATION DATA					
24 SUBMIT INVOICES TO ADDRESS SHOWN IN (2 copies unless otherwise specified)				ITEM 26							
26. ADMINISTERED BY Department of Project Implementation 301 King Street, Rm. 3200 Alexandria, VA 22314						27. PAYMENT WILL BE MADE BY Department of Finance/Accounting Division 100 N. Pitt Street, Suite 305 Alexandria, VA 22314					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Proposer is required to sign this document and return 1 copy to issuing offices, Proposer agrees to furnish and deliver all items or perform all work requisitions identified on this form and any continuation sheets for the consideration stated in this Contract. The rights and obligations of the parties in this Contract shall be governed by (a) this Contract award (b) the solicitation and (c) the clauses representations, certifications, and specifications incorporated by reference in or attached to this Contract.						<input type="checkbox"/> 29. AWARD (Proposer is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the Contract which consists of (a) the City solicitation and your offer, and (b) this Contract award. No further contractual document is necessary.					
30A. NAME/TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN						31A. NAME OF CONTRACTING OFFICER (Type or print) Wynndell Bishop					
30B. SIGNATURE				30C. DATE		31B. CITY OF ALEXANDRIA, VIRGINIA BY			31C. AWARD DATE		

REQUIRED INFORMATION FORM

C-2

Each Respondent submitting a response to this Request for Qualifications 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 Respondent 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 _____

Respondent's Name

Respondent's Authorized Signatory

Date

Name and Title of Authorized Signatory

CERTIFIED STATEMENT OF NON-COLLUSION

C-3

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.

Respondent's Name

_____ Date
Respondent's Authorized Signatory

Name and Title of Respondent's Authorized Signatory

DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES C-4

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

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

_____	_____
Name	Title/Position
_____	_____
Name	Title/Position

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

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

_____	_____
Name	Title/Position
_____	_____
Name	Title/Position

Respondent's Name

Respondent's Authorized Signatory Date

Name and Title of Respondent's Authorized Signatory

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

C-5

The Respondent 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.
- (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.

Respondent's Name

Respondent's Authorized Signatory Date

Name and Title of Respondent's Authorized Signatory



**FINANCE DEPARTMENT
Purchasing Division
Suite 301 – Banker’s Square
100 North Pitt Street
Alexandria, Virginia 22314**

VENDOR APPRAISAL FORM

SOLICITATION NUMBER: **TBD**
TITLE: Waterfront Implementation Project

VENDOR:

City of Alexandria employee requesting this appraisal: Wynndell Bishop, Contract Specialist
Please scan this completed form and email it to: wynndell.bishop@alexandriava.gov

-
- *Vendor Appraisal Form is due at the SOQ due date*
 - *Vendor must complete Reference Contact Person information and return with the submission*

VENDOR’S REFERENCE CONTACT PERSON:

Name:

Title and Organization:

Telephone:

Email:

Project about which this appraisal is provided:

Completed by: _____
Printed name

: _____
Signature and date

By completing this form, I attest that I do have the authority to complete this appraisal on behalf of my organization.

On a scale of 1 to 10, 1 being the lowest score and 10 being the highest, please rate the proposer on the following questions.

QUESTIONS	COMMENTS	SCORE
1. How promptly, effectively, and efficiently did the Proposer mitigate or resolve performance or contractual issues that arose during the contract or project?		
2. How would you rate the Proposer's management, operational, and administrative practices (e.g., responsiveness to issues or concerns, timeliness, completeness, and accuracy of invoices)?		
3. How would you rate the quality and usefulness of the Proposer's goods, services, and work products in relation to your requirements?		
4. How well did the Proposer minimize the effect of its activities on the operations of your organization? (e.g., change orders, operational impacts)		
5. Would you utilize this firm again in the future?		

Please use additional pages, if necessary.

Team Commitment Form

For the Waterfront Implementation Project

As Submitted in the Request for Qualifications (RFQUxxx)

It is understood and agreed as follows:

1. I/We, as the Lead Contractor or Lead Designer, commit the Key Personnel included in the enclosed Statement of Qualifications to the Project who will serve the project functions defined in Section 4.3.4. of the RFQu.
2. I/We, as the Lead Contractor or Lead Designer, commit the Key Personnel and Firms to be made available and responsive to the City for the duration of the procurement process, which includes but is not limited to the RFQu, RFP, and interview(s).
3. The Lead Contractor and Lead Designer have a signed and executed Teaming Agreement¹ for the Project.

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Signature of Lead Contractor Authorized to Sign

Signature of Lead Designer Authorized to Sign

¹ The Respondent is not required to submit a copy of the Teaming Agreement nor is the City dictating the legal source of the Teaming Agreement.