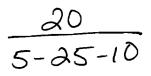
EXHIBIT NO.



City of Alexandria, Virginia

MEMORANDUM

DATE: MAY 12, 2010

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: JAMES K. HARTMANN, CITY MANAGER

SUBJECT: CONSIDERATION OF AUTHORIZATION TO TRANSFER CONTINGENT RESERVE FUNDS TO THE DEPARTMENT OF HUMAN SERVICES FOR THE DEVELOPMENT OF A FIVE-YEAR STRATEGIC PLAN TO MEET THE NEEDS OF ALEXANDRIA'S SENIOR POPULATION

ISSUE: Authorization to transfer \$74,000 from Contingent Reserves to the Department of Human Services (DHS) for the development of a five-year strategic plan to address the needs of Alexandria's growing senior population.

<u>RECOMMENDATION</u>: That City Council authorize the transfer of \$74,000 designated in Contingent Reserves to DHS to procure the services of a qualified entity to develop a five-year strategic plan to accommodate the needs of Alexandria's growing senior population by creating a livable community.

<u>BACKGROUND</u>: In Fiscal Year 2009, City Council asked staff to determine the scope of work for a strategic plan and return to Council to authorize the allocation of funds to support this effort. Those funds were carried over to Fiscal Year 2010 for that purpose.

In preparation for the development of a strategic plan, staff members at DHS have conducted extensive research and assessments of the community and its seniors as well as a broader review of national trends. Demographic data has been collected on an ongoing basis and that data indicates a 27 % increase in the population over age 60, between the 2000 census and the 2005-2007 American Community Survey. The demographic data of service recipients over the past three years has been mapped utilizing the City's GIS capabilities and provides extensive data that could be useful in developing a strategic plan. Several previously conducted needs assessments and stakeholder focus groups have also identified issues and concerns important to the City's senior population. As a result, the Commission on Aging recommended that an expert entity be engaged to develop a five-year plan that strategically addresses the needs of the City's burgeoning senior population.

Alexandria, along with other communities, is also facing unprecedented budget challenges. A welldesigned, innovative plan that engages the business, non-profit, foundation, academic and faith-based communities with a stake in the City's future is critical for creating an aging-friendly Alexandria. An important goal of the planning process is to identify opportunities for development of public-private partnerships that expand the role of local businesses in serving the growing senior population. Alexandria is a diverse, inclusive community that has an articulated desire for its older residents to stay in the City, contribute their talents and expertise to its civic life and to partake in its social and economic life.

The City, its businesses and other stakeholders, need to develop an integrated range of services, that includes, but is not limited to, home remodeling for increased accessibility for seniors, private and public transportation alternatives, special meal delivery for seniors recuperating from surgery, private case managers to assist long-distance caregivers, and wider availability of home and community-based services. More importantly, implementing a strategic plan will result in significant financial savings to the City by reducing duplicative services. This is also an articulated initiative in the soon to be ratified Goal 7 of the City Council's Strategic Plan.

DISCUSSION: The Procurement Department recently issued a Request for Proposals (RFP) on behalf of DHS' Office of Aging and Adult Services (OAAS), with the purpose and intent of obtaining proposals from qualified and interested offerors to develop a five-year strategic plan. Respondents to this RFP are expected to have expertise and broad experience in aging, social and human services, public policy, livable communities, housing and related fields, as well as an extensive knowledge of national and regional best practices for allowing seniors to age in place. The closing date for proposals was Friday, May 7, 2010. A panel certified by the Procurement Department will review the proposals and recommend the most qualified offeror. Funds from Contingent Reserves will facilitate the awarding of a contract, by June 30, 2010.

The procured entity will work with staff from OAAS over an 18-month timeframe, to develop a process for engaging key stakeholders, including residents, elected officials, state and local government staff, health care and social service providers, and representatives from the aging community, businesses, foundations, academic institutions, faith-based organizations and non-profit agencies, in the development of a comprehensive plan.

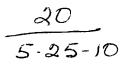
The plan will reflect a community-wide commitment to creating a livable community, with emphasis on the needs of older adults to ensure maximum independence, and the required support for maintaining health and continued engagement in the community. The plan will delineate one year, three year and five year action steps.

FISCAL IMPACT: The Department of Human Services requests that City Council authorize the transfer of \$74,000 from funds designated in Contingent Reserve for FY 2010 to fund development of the plan.

ATTACHMENT: None.

STAFF:

Debra R. Collins, Assistant City Manager Bruce Johnson, Chief Financial Officer of Management and Budget MaryAnn Griffin, Director, OAAS / DHS Laura Morrison, Fiscal Officer III / DHS





Re: COA Contact Us: Docket # 20, May 25, 2010 Agenda Elaine Scott to: Carol Downs alicia.hughes, council, delpepper, frank.fannon, jackie.henderson, Cc: kerry.donley, linda.owens, paulcsmedberg, rob.krupicka, rose.boyd, william.euille

Dear Ms. Downs,

The City Council has received your e-mail and appreciates you taking the time to share your comments.

Sincerely, Elaine Scott Citizen Assistance 703-746-4800 - Main 703-746-4317 - Direct 703-838-6426 - Fax

From: Carol Downs <cmcdowns@verizon.net>

To: william.euille@alexandriava.gov, frank.fannon@alexandriava.gov, kerry.donley@alexandriava.gov, alicia.hughes@alexandriava.gov, council@krupicka.com, delpepper@aol.com, paulcsmedberg@aol.com, rose.boyd@alexandriava.gov, jackie.henderson@alexandriava.gov,

elaine.scott@alexandriava.gov, rob.krupicka@alexandriava.gov, linda.owens@alexandriava.gov

Date: 05/28/2010 08:07 AM

Subject: COA Contact Us: Docket # 20, May 25, 2010 Agenda

Time: [Fri May 28, 2010 08:07:10] Message ID: [21933]

Issue Type:	Mayor, Vice Mayor, and Council Members
First Name:	Carol
Last Name:	Downs
Street Address:	725 Timber Branch Drive
City:	Alexandria
State:	VA
Zip:	22302
Phone:	703-519-0098
Email Address:	cmcdowns@verizon.net
Subject:	Docket # 20, May 25, 2010 Agenda Thank you for your thoughtful appraisal and approval of the transfer of
	continuous reason fundo to the Department of Useron Consist for the

contingent reserve funds to the Department of Human Service for the

development of a 5-year strategic plan to meet the needs of Alexandria's

senior population.

This is a clear signal that the Alexandria City

Council is pro-active in addressing issues that impact on the increasing

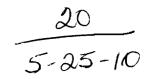
Comments: number of older residents who want to continue to live independently in

their own homes.

Sincerely,

Carol Downs Secretary Commission on

Aging





Aging Strategic Plan scope Debra Collins to: City Council Cc: Michele Evans, Jim Hartmann, Bruce Johnson

05/24/2010 02:54 PM

Mr. Mayor and Members of Council,

In response to a request regarding docket item 20 "Development of an Aging Strategic Plan," I am attaching the scope of work assigned to that project for your review prior to tomorrow nights meeting. Thanks Debra Collins

Debra Comins



RFP No. 00000097 Development Of An Aging Five Year Strategic Plan.pdf

City of Alexandria

Request for Proposals Number 00000097 (RFP) DEVELOPMENT OF AN AGING FIVE-YEAR STRATEGIC PLAN

Issue Date: April 12, 2010



NON-MANDATORY PRE-PROPOSAL CONFERENCE: <u>April 20, 2010 AT 10:00 AM</u> Alexandria, Virginia, Local Time Location: City of Alexandria, 100 N. Pitt Street, Suite 301, Alexandria, VA 22314

CLOSING DATE: May 7, 2010

CLOSING TIME: 4:00 P.M., Alexandria, Virginia, Local Time

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

NOTE: ALL ADDENDA IF ISSUED CAN BE ACCESSED AT THE WEBSITE ADDRESS ABOVE. For general inquiries contact Michael Jackson at 703-746-4299. ISSUED BY: CITY OF ALEXANDRIA, VIRGINIA PROCUREMENT DEPARTMENT BUYER: Michael Jackson, Buyer II SUITE 301 - BANKER'S SQUARE 100 NORTH PITT STREET ALEXANDRIA, VIRGINIA 22314

PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE, NO LATER THAN THE ANNOUNCED DATE AND TIME OF CLOSING. RESPONDENTS WHO ALSO SUBMIT THEIR PROPOSALS ELECTRONICALLY IN EPROCURE WILL RECEIVE TWO EVALUATION POINTS FOR HAVING DONE SO. PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

<u>QUESTIONS:</u> Any interested party which has questions regarding this Request for Proposal is invited to submit their questions to the Procurement Department, attention Michael Jackson via email to procurement@alexandriava.gov or by Fax at (703) 838-6493. Questions will be accepted until 4:00 PM, Alexandria, Virginia, Local Time, April 23, 2010. Official answers to questions will be furnished via an Addendum to this solicitation.

Please note that this is a Request for Proposals, not an Invitation to Bid.

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DEVELOPMENT OF AN AGING FIVE-YEAR STRATEGIC PLAN

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PART 3: GENERAL CONDITIONS CONTRACT FOR SERVICES

PART 4: __ATTACHMENTS - REQUIRED SUBMITTALS

Attachment A -	Offer and Award Form
Attachment B -	Key Personnel
Attachment C -	City of Alexandria Insurance Checklist
Attachment D -	Required Information Form
Attachment E -	Certified Statement of Non-Collusion
Attachment F -	Disclosures Relating To City Officials and Employees
Attachment G -	Equal Employment Opportunity Agreement
Attachment H-	W-9, Request for Taxpayer Identification Number and Certification
Attachment J-	Metropolitan Washington Council of Governments Rider Clause

PART 1: SCOPE OF SERVICES

1) Introduction and Overview

(a) Purpose/Objective of this RFP

The City of Alexandria, Virginia, Department of Human Services' Office of Aging and Adult Services (hereinafter, the City) is soliciting proposals from interested and qualified Offerors to conduct field research in the aging arena, and develop a related five-year strategic plan that addresses both the challenges and benefits of the increasing population of adults age 50 plus. Broad public participation must be sought to address current and future needs of this population for the purpose of developing a plan by which the City will meet the needs of these individuals.

The City has issued this Request for Proposal (RFP) on behalf of the City's Office of Aging and Adult Services, with the purpose and intent of obtaining responsive and responsible proposals from qualified and interested providers to create a Strategic Plan for Aging Services for the City. The qualified consultant team will have expertise and broad experience in aging, social and human services, livable communities, housing and related fields, as well as public policy, extensive knowledge of national and regional best practices for allowing seniors to age in place, and a familiarity with the opportunities and challenges facing Alexandria's in meeting the needs of this population which is the fastest growing segment of the City's population. The consultant tasks will include data gathering and analysis outreach to the community, preparation for and facilitation of public meetings, consensus building and preparation of the Draft Plan, Final Plan, and other materials as required, in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

Based on the Office of Aging and Adult Services recommendation, the City intends to award a fixed-price contract, to be administered by the Office of Aging and Adult Services (OAAS), to a qualified individual, firm and/or team, and/or to several individuals or firms (or some combination thereof) for the services which are described in this RFP. If an award is made for an individual product or service, the award will be made to the most responsive and responsible Offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the RFP. The City will not use other factors or criteria in the evaluation. Individuals, firms and/or teams are encouraged to submit proposals for any and/or all of the services described herein.

The City's Director of Procurement reserves the right to reject any and all proposals received in response to this RFP or in response to any RFP issued to contractors that are awarded contracts as a result of this RFP.

Please note that the City has already prepared some studies, plans, maps and documents that provide a foundation and building block for the services to be provided by bidders for the Strategic Plan. Every Offeror should carefully read and study these

materials before making their proposals. Proposals shall be consistent with the policies and information set forth in these referenced materials, except as these may need to be updated or revised to reflect current or subsequent findings and/or conditions:

- A broad based Needs Assessment of the city wide Human Services System was completed in June 2008 by Braintree Consulting and the Office of Aging and Adult Services completed a needs assessment for seniors in 2003. In these needs assessments, seniors themselves identified several important issues including medical care, financial independence, transportation, social engagement and remaining in their own homes;
- The Office of Aging and Adult Services convened two "stakeholder" forums in which community agencies and organizations identified what they considered to be the needs of seniors. Key needs identified by these groups included the need for affordable assisted living and affordable housing in general, transportation, getting information regarding services out to the general public, resources for low income seniors and education regarding planning ahead for aging;
- The City's GIS department mapped the geographic location of all of the OAAS clients, representing over 3000 people who receive services;
- Data from the 2000 census and data from the 2007 American Community Survey;
- An extensive literature review by OAAS staff, which included the MetLife publication <u>Maturing of America</u>; <u>Getting Communities on Track for and Aging</u> <u>Population</u> and the AARP Public Policy publication <u>Livable Communities</u>: An <u>Evaluation Guide</u>;
- Meetings with other Northern VA Agencies on Aging, including a review of the Fairfax County 50 plus Plan and the Arlington County Elder Readiness Plan.

(b) Contemplated Term of Any Contract Awarded as a Result of this RFP

If an award is made, the City, will award an initial contract for a period of twelve (12) months with the Director of Procurement for the City of Alexandria having the sole option and discretion to extend the contract for additional two (2) month periods.

The City intends for the contract term to begin on or before June 30, 2010.

(c) Background

The City, through the Department of Human Services' Office of Aging and Adult Services, promotes safety, independence and health of older Alexandrians, particularly those who are low income or at risk of social isolation or institutionalization. The City has experienced a 27% growth in its population of residents age 60+ between the 2000 census and the 2005-2007 American Community Survey. These seniors now number 21,237 and make up 15% of the City's total population. Given the changing and growing aging population, the Office of Aging and Adult Services wishes to anticipate the needs of the increasing older population and to better tap the talents of this diverse population.

Alexandria has a strong commitment to the philosophy of the Older Americans Act – to assess community needs and opportunities, to develop community resources, and to create internally what cannot be provided elsewhere. Alexandria, along with the rest of the nation, is also facing unprecedented budget challenges so having a well-developed plan is even more critical in enhancing Alexandria as an aging-friendly community.

Therefore, the purpose for developing this strategic plan is to guide the City in creating an approach to accommodate the needs of Alexandria's growing aging population and developing the steps through which Alexandria can create a livable community for all ages. The plan should reflect a community-wide commitment to meeting the needs of all residents, but special attention must be given to the requirements of older adults to achieve maximum independence and support for maintaining health and engagement in the community.

(d) Goals of the Strategic Plan for Aging Services

The successful Offeror will work with staff from the Office of Aging and Adult Services, to develop a community-wide approach that involves all stakeholders, to include residents, the staff of local and state government, elected officials, foundations, academic institutions, representatives of the aging, health care and service providers, and the business, faith-based, and non-profit communities to accomplish the following:

- (1) An analysis of external environment and its impact on the current and future service delivery for the various aging cohorts;
- (2) Engagement of the business community, neighborhood groups and City departments in the planning processes;
- (3) Development of a proposed service delivery design for the City in general and the Office of Aging and Adult Services in particular that includes "best practices" for aging in place;
- (4) Development of a five-year plan with goals and strategies for meeting the needs of the City's aging population and their caregivers;
- (5) Creation of a "road map" for the development of a livable community that is friendly to older adults and that is a caring community that offers a high quality of life and fosters continued independence.

The consultant(s) hired as a result of this RFP will assist with the planning process and development of the Strategic Plan for Aging Services. The purpose for developing this strategic plan is to create an approach for accommodating the needs of Alexandria's growing aging population by creating a livable community for all ages. The plan should reflect a community-wide commitment to meeting the needs of all residents, but special attention must be given to the requirements of older adults for maximum independence, support for maintaining health and engagement in the community.

The planning process will be coordinated by a City staff team, led by the Office of Aging and Adult Services, with participation from other City departments, as appropriate. A designated Advisory Group, made up in part of members of the Alexandria Commission on Aging, will provide input, feedback and review, as the process unfolds. The process

will also include extensive community outreach to ensure that citizen input is obtained, evaluated and incorporated in the Plan to the greatest extent possible. Education, outreach and discussion will take place in a variety of forums, including public meetings and via electronic media.

(e) Method and Source Selection

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

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

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

(f) **Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Dates
RFP Issued	April 12, 2010
Pre-Proposal Conference	April 20, 2010
Last date to submit questions	April 23, 2010
Addendum Issued to Answer Questions	April 30, 2010
Proposals due	May 7, 2010
Contract Award	June 30, 2010

2) Required Qualifications

(a) <u>Minimum (General) Criteria the City Will Use to Determine the "Responsibility" of</u> Each Offeror

These include:

- Offeror must demonstrate an understanding of the City's needs and proposed approach to the project;
- Offeror must possess the ability, experience, capacity, skill, technical expertise and financial resources to fulfill the requirements of any resulting contract;
- Respondent must be able to take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely; and

- The Offeror must have performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, the prime contractor (and/or its team members) otherwise must demonstrate its capability to perform the contract the City seeks to establish through this RFP.
- Offeror must demonstrate previous successful experience developing strategic plans, preferably for government agencies.

b) Specific Criteria the City Will Use to Qualify Each Offeror

These include:

- Demonstrated successful experience for the past five years in performing work similar in size and to the size and scope of work for which proposals are sought through this RFP;
- If the Offeror is a firm, the specific office of the Offeror through which the services are proposed to be provided must have six (6) years of demonstrated successful experience in providing such services;
- Contractor shall possess a thorough understanding of the current trends and future direction of public housing, government funding and financing, and property management/development;
- Offeror must have successfully performed at least five (5) contracts for services similar in size and scope to the services sought through this RFP;
- Must demonstrate an in-depth knowledge of the aging field and possess experience in developing a strategic plan;
- Offeror must demonstrate understanding of livable communities and be able to develop a multi year plan with steps to be taken to create a livable community in Alexandria;
- Provide one point of continuous contact for the City; and
- Include with the proposal detailed resumes for all management and key personnel dedicated to the project.

3) Required Performance Outcome/ Functional Specifications

The awarded Offeror (Contractor), as a minimum, must achieve and maintain the performance outcomes listed below, consistent with performance standards agreed to by the City of Alexandria and the Contractor through a contract resulting from this RFP. Proposers may also propose to achieve performance outcomes within the scope of this RFP in addition to those listed below.

- Analyze the data and forecast the projected increase in the senior population and anticipate its impact on service needs;
- The impact that this increase in population will have on the types and amount of resources needed and the delivery of services to all seniors, and especially to those who are low income, minority and have limited English proficiency;
- The types of resources and support services required for Alexandrians age 75 and older and their caregivers;

- Analysis of programs, policies and services currently in place and recommend opportunities for improvement and expansion;
- Results of the environmental scan;
- Meeting materials and presentations as agreed to;
- Draft Plan Framework;
- Draft Strategic Plan;
- Final Strategic Plan that will incorporate findings and recommendations from the planning process and analyses to be undertaken pursuant to the plan process, as well as an implementation plan; and
- No contractor generated contract modifications.

The following are the objectives for which the plan should define multi year action steps:

- Complete an environmental scan that includes: a review of all services for older Alexandrians provided by government and other providers; an assessment of the community assets and gaps in service; and a review of surveys and other information available to determine priority needs;
- Make an assessment of the effectiveness and efficiency of the use of city dollars allocated to aging services;
- Develop a plan for attracting a broad range of stakeholders to contribute to the plan and to the solutions, to include: relevant government agencies, non-profits, businesses, academic community and faith-based organizations;
- Make recommendations for additional methods for obtaining the opinions of Alexandria's seniors;
- Define the projected change in the number of seniors in the City of Alexandria in the next three, five and ten years and how those changes will effect services provided to older Alexandrians with low income, and those with limited English proficiency. Similarly, how the number of Alexandrians age 75 and older will impact the need for supportive services provided to them and their caregivers;
- Define a livable community and give examples of livable community projects in which the Offeror was involved;
- Define an approach to creating a livable Alexandria for all ages, with special emphasis on those who are aging to enable them to remain in their homes and community;
- Offeror will be responsible for conducting monthly progress meetings with key City staff and providing interim reports, every 2 weeks, via e-mail or telephone to track the steps taken and the results achieved.

4) Work Tasks

Task 1.

Data Gathering and Analysis: Data gathering and analysis; provide subject matter expertise; develop effective community education and outreach; assemble best practices models or examples:

Arrange a kick off meeting with the management team of the Office

of Aging and the strategic planning sub-committee of the Commission on Aging;

- Work with City staff to review the planning process schedule, objectives, meeting topics, and community outreach;
- Review and analyze existing data and documents and provide an overview of existing conditions;
- Complete an environmental scan that includes: a review of all services for older Alexandrians provided by government and other providers; an assessment of the community assets and gaps in service; and a review of surveys and other information available to determine priority needs;
- Make an assessment of the effectiveness of the use of current financial resources; and
- Define the projected change in the number of seniors in the City of Alexandria in the next three, five and ten years and how those changes will effect services provided to older Alexandrians with low income, and those with limited English proficiency. Similarly, how the number of Alexandrians age 75 and older will impact the need for supportive services provided to them and their caregivers.

Task 2:

Outreach, meeting preparation and facilitation: Preparation for and facilitation of focus groups and public meetings, including presentations and/or coordination with speakers/subject matter experts, such as the Alexandria Commission on Aging:

- Schedule meetings with elected officials, accompanied by the Director of the Office of Aging;
- Schedule meetings with key City Department heads, accompanied by the Director of the Office of Aging;
- Develop a plan for attracting a broad range of stakeholders to contribute to the plan and to the solutions, to include: relevant government agencies, non-profits, businesses, academic community and faith-based organizations;
- Make recommendations for additional methods for obtaining the opinions of Alexandria's seniors;
- Plan and facilitate 5 focus groups with various constituents; an outline of the questions/discussion points are to be developed and approved by the Director of the Office of Aging and Adult Services;
- Work with City staff in advance of each community meeting to review meeting content, to create an interactive meeting;

Provide facilitation services at community meetings.

Task 3:

Develop the Plan: Manage revision process and Final Plan.

 Develop an initial draft framework of the Strategic Plan for presentation to the OAAS staff and possibly the Advisory Committee from the Commission on Aging. The framework will reflect the collective work over the course of the planning process;

- Develop a Draft Plan incorporating feedback from outreach to stakeholders. Work with the staff team to review the Draft Plan.
- The Draft Plan will define a livable community and the steps needed to expand and enhance aging services;
- Develop a "roadmap" which establishes timelines and action steps, in order of priority, which Alexandria must take to become a livable community, which will allow seniors to age in place;
- Develop tools for measuring the progress the City is making toward becoming a livable community for all age
- Work with Staff to prepare and deliver presentation of the Final Draft Plan for DHS Administration, the Commission on Aging and possibly the Alexandria City Council.

5) Constraints on the Contractor

These include:

- Contractors must accept payment with a City of Alexandria procurement card (MasterCard). Contractors are prohibited from charging any additional costs/fees above and beyond the established contract prices or fees to process orders or payments. Proposers lacking the capability to accept orders or payments by procurement card (MasterCard) should contact the contracting specialist for this solicitation prior to the closing date for proposals.);
- In order to avoid disruption of work and other undesirable or unacceptable consequences, Contractors must plan, schedule, and provide services in such a way as to conform to the operational needs of the City;
- Contractors must coordinate with City staff in order to assure efficient, effective, and cost effective operations, and to minimize adverse impact on local City programs and services, businesses, and the general public;
- All documents produced in conjunction with the strategic planning process become the sole property of the City of Alexandria;
- All written documents must be written in a format compatible with the City's IT system;
- The end product of the strategic plan becomes the sole property of the City of Alexandria

6) Contractor's Responsibilities

a) General, including:

- Comply with all contract requirements;
- Perform required tasks, and produce timely outcomes of the required quality in an efficient and cost effective manner;
- Furnish through its workforce, or sub-workforce, the appropriate and necessary supervision, labor, tools, equipment, machinery, materials, supplies, and other services, including any relevant licenses or patent rights, necessary to perform the services contemplated by this RFP. The requirements of these proposed

contracts shall include the furnishing of all equipment and machinery, transportation, insurance, taxes, superintendence, coordination and miscellaneous services required for the fulfillment of the requirements of any contract resulting from this RFP;

- Maintain a clear line of communication with the City, including biweekly written progress reports;
- Work with the City to avoid problems, and when that is not possible, to resolve problems promptly and at the lowest possible level;
- Maintain a quality control program acceptable to the City. If you have a quality assurance program in place, you must submit a copy of your plan with your proposal, for approval by the City. If you do not have a quality assurance plan in place, you must submit a statement, why you do not have such a program;
- Maintain project records of expenditures, deliverables, and progress;
- Provide, on schedule, any and all reports required by the City;
- Notify the contracting officer, Michael Jackson, within five days of the failure of the customer department to pay on a timely basis any invoice Contractor has submitted;
- Enter into written agreements with subcontractors and material suppliers, and provide such written agreements to the City upon request;
- Provide access for all authorized City personnel and representatives to any and all sites where operational services are produced or supported;
- Perform all work in accordance with current and applicable standards published by U.S. and international standards organizations;
- Inform the Director of Procurement when a government agency intends to "piggyback" the terms and conditions of the contract resulting from this RFP;
- Submit documentation every three (3) months to the Director of Procurement highlighting the workload by the contractor to service other government agencies "piggybacking" the terms and conditions of the contract resulting from this RFP;
- Contractor is required to inform the Director of Procurement within two weeks of occurrence when another government agency has elected to "piggyback" this contract and has executed a formal agreement between the Contractor and that agency;
- Contractor must comply with all local, state, and federal laws, rules, regulations, and other legal requirements applicable to work performed under a contract resulting from this RFP, including those regarding licenses and permits, safety and the environment, and the disposal of hazardous and potentially hazardous materials;
- Maintain working conditions that are safe, non-hazardous, sanitary, and protective of persons and property; and
- Deliver products and services that are safe, non-hazardous,

b) Timing, including:

• Consultant shall complete the project within twelve (12) months after the award of the contract.

7) Contractor Personnel Requirements

These include:

- Provide one point of continuous contact for the City.
- Include with the proposal detailed resumes for all management and key personnel dedicated to the project.
- Must demonstrate an in-depth knowledge of the aging field and possess experience in developing a strategic plan.
- Employ only those individuals who possess the required skills, experience, education, special training and other qualifications for their job classifications;
- Maintain a work force of sufficient size to handle the contract(s) awarded, including reserve personnel to fill vacancies during absences due to illness, vacation, or holidays;
- Maintain and enforce written personnel policies acceptable to the City governing behavior, substance abuse, and relations with City staff and the general public;
- Include with the proposal detailed resumes for all management and key personnel dedicated to the project(s), as directed in the Response Format section of this RFP; and
- Have in place and consistently and effectively enforce written policies governing employee behavior, substance abuse, and relations with the City and the public.

8) Required Deliverables, Including Contractor Reporting Requirements

- Offeror will create a summary of the results of the focus groups and will present these in 3 ring binders for all members of the review committee;
- Determine what services will be needed to allow older Alexandrians to age in place;
- Analyze how the programs, policies and services currently in place can be improved and/or expanded to include new and other resources available from DHS, other City departments and service providers;
- Recommendations for the infrastructure needed to develop policies, programs and services that facilitate aging -in-place;
- Develop a "roadmap" which establishes timelines and action steps, in order of priority, which Alexandria must take to become a livable community, which will allow seniors to age in place;
- Develop tools for measuring the progress the City is making toward becoming a livable community for all ages;
- Recommend steps to make aging issues part of the planning efforts of all City departments and recommend ways in which to improve interdepartmental collaboration to create a livable community;
- Develop implementation strategies for the strategic plan;
- Create a project chart with milestones and dates for all phases of the project;
- Offeror will submit written bi-weekly summary progress reports and will meet monthly with the staff of the Office of Aging and Adult Services and members of the Commission on Aging committee for the strategic plan to report progress;

13.

- The plan will be completed in 18 months and will be presented to the DHS management team and the Alexandria Commission on Aging.
- Communication throughout the progress of the Contract is essential. To facilitate this goal, within two business days after Contract award, the Contractor will participate in a conference with City representatives to review the Contract requirements and answer any remaining questions on the scope of the Contract, including the City's expectations;
- Contractor will develop a process to lead the City along a logical path that will allow it to discover and communicate a unique vision of the future and to take the steps necessary to turn that vision into reality;
- Contractor will be assisted through leadership and guidance of the Office of Aging staff. The Contractor will receive assistance from City staff, but must possess sufficient knowledge and independence to be able to perform the work required by the contract without extensive staff assistance, given staff's own time constraints;
- Contractor shall submit bi-weekly reports by the first business day of the week following the two weeks being reported. Copies of each report will be provided to the Director of the Office of Aging and Adult Services or her designee. The weekly and monthly reports narrative shall, at a minimum, describe the status of the TCP/S and:

a) Provide a brief, factual summary of progress made during the reporting period;

b) Identify significant problems, concerns and their causes;

c) State the likely impact of the successful completion of the affected task(s);

d) Offer corrective actions and the effect that such actions will have on the accomplishment of the contract objectives/tasks; and

- All correspondence, reports, and or documents will be prepared in both hard copy and electronic format. Electronic format shall be submitted in Microsoft Office. In addition to the Draft and Final Master Plan, deliverables shall include, but are not limited to, the periodic reports;
- Consultant shall supply 15 copies of the Final Master Plan in 3 ring binders and 2 CD's of this report;
- Consultant will prepare a power point presentation and prepare the final report in such a manner as to post on the City's web site;
- All consultant materials produced pursuant to this scope and through the Strategic Planning process will be the property of the City of Alexandria.

Format

All material will be produced in an 8 ½ by 11 final document. Five hard copies and 2 digital copies of the draft and final master plan will be provided.

General Conditions (in addition to conditions required by Procurement)

All major work products must be provided in **editable electronic form**, using media and an editing program suitable for efficient editing of the work and acceptable to the City. In general, the work products should be provided in the native file type of the program used to prepare the documents. Acceptable form for products including documents and illustrations easily editable by:

- Microsoft Office (Word, Excel, PowerPoint, Access)
- Adobe Creative Suite (Illustrator, Photoshop, InDesign, PageMaker). (PDF is acceptable for delivery of products for review, but is not considered an editable form for final document delivery. All final products may be provided in PDF form, but must also be provided in editable form.)
- Other forms if approved by the City

Copyright

Regardless of any copyright by the contractor, subcontractor or any agent of the contractor, the City shall be entitled to reproduce copies of all work products provided under this agreement that the City deems necessary to meet its needs for public participation, provision of documents to the public initiated by the City or on request, and for information sharing with other jurisdictions, agencies, professionals and educational institutions. Contractor or other copyright holder shall not be entitled to royalties or any other payment for such use by the City beyond payment for services under this agreement.

9) City's Responsibilities Under Any Resulting Contract

The City will furnish to the Contractor information noted in the Specific Terms and Conditions Special Form Specifications.

- The City, as appropriate, shall render decisions in a timely manner pertaining to documents submitted by the contractor in order to avoid unreasonable delay in the orderly and sequential progress of the contractor's services; and
- The City will work with the contractor to attempt to reduce the risk of changes, claims, and extra costs, and to discuss, negotiate, and agree upon the project schedule(s), phasing, specifications and milestones to be used before Purchase Order is issued.

10) City's Right to Inspect

The City shall have the right to inspect all work, either with City personnel or with a hired consultant's inspector(s).

11) Terms and Conditions of Contract Services A contract resulting from this RFP shall be subject to the terms and conditions set forth in this solicitation.

A contract resulting from this RFP shall be subject to the terms and conditions set forth in this solicitation.

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PART 2

REQUEST FOR PROPOSAL (RFP) NUMBER 00000097

DEVELOPMENT OF AN AGING FIVE-YEAR STRATEGIC PLAN

INSTRUCTIONS FOR PROPOSAL

1) Number of Copies of Proposal; Submission Deadline; Marking of Proposal

Sealed proposals must be mailed, hand-delivered, or submitted electronically within the City of Alexandria's e-procure system located at <u>https://eprocure.alexandriava.gov/bso/login.jsp</u>. at or before **4:00 P.M.**, Alexandria, Virginia Local Time, on **May 7, 2010** to:

City of Alexandria Procurement Department Suite 301, Banker's Square 100 North Pitt Street Alexandria, Virginia 22314

The City will not accept any proposals received after the above deadline and shall return such late proposals to the Offeror.

Sealed proposals will not be disqualified, if they are not submitted in the e-procure system.

Proposals must be marked: "RFP NUMBER 00000097, DEVELOPMENT OF AN AGING FIVE- YEAR STRATEGIC PLAN"

The City does not accept telefaxed or emailed proposals.

If an RFP is sent through the mail or other delivery system, the sealed envelope shall be enclosed with the notation "RFP ENCLOSED" on the face of it.

In addition, submit one (1) original, and six (6) numbered copies (2 of them CDs in Microsoft Word Format) of the proposal.

2) <u>Inquiries</u>

Send questions regarding this solicitation to Michael Jackson at the City of Alexandria, Procurement Department. Questions may be sent by fax at (703) 838-6493 or by email at procurement@alexandriava.gov. Please reference the solicitation number and title on the fax or email.

3) **Deadline for Questions**

It shall be the Offeror's responsibility to contact the Procurement Department with questions regarding this Request for Proposal. Questions must be received in writing by no later than 4:00 P.M. April 23, 2010. Questions may be emailed, faxed, or mailed via the postal service to the attention of Michael Jackson, at City of 22314. Alexandria. 100 North Pitt. Suite 301, Alexandria. VA procurement@alexandriava.gov, fax (703) 838-6493, mailing address: Procurement Department, Suite 301, Banker's Square, 100 North Pitt Street, Alexandria, VA 22314. Verbal guestions are not permitted.

4) <u>Pre-Proposal Conference</u>

A non-mandatory Pre-Proposal Conference will be held on April 20, 2010 at the City of Alexandria, Procurement Office, 100 North Pitt Street, Suite 301, Alexandria, VA 22314, beginning at 10:00 AM., Alexandria, VA local time. All interested parties are urged but not required to attend this non-mandatory pre-proposal conference. Failure to attend this important meeting will not relieve the Offeror from requirements announced during this meeting.

This pre-proposal conference is the only pre-proposal conference that the City plans to convene for this RFP. Representatives of various City departments and the Division of Procurement will be available to answer questions related to this RFP. Offerors are encouraged and reminded to submit written questions to Procurement no later than the day before the scheduled date for this conference. The only official answer to written submitted questions or positions of the City Government regarding this RPF will be the replies the City furnishes in writing.

5) Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

6) <u>Response Format</u>

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by an Offeror to include all listed items may result in the rejection of its proposal.

• <u>Title Page</u>

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

• Table of Contents

RFP # 0000097

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

Tab I, Signed Offer and Award Form

Complete, sign, and include the form provided in Attachment A of this RFP.

Tab II, Letter of Transmittal (please limit to two pages)

Provide a cover letter that includes:

- An executive summary of the Offeror's understanding of the services sought through this RFP, an explanation of how the Offeror would provide these services to the City, and description of the underlying philosophy of the Offeror in providing the services.
- The names of the persons who are authorized to make representations on behalf of the Offeror (including their titles, addresses, and telephone numbers).
- A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.

Tab III, Offeror Corporate Experience and Capacity (please limit to five (5) pages, excluding resumes)

- The proposed contract team (including firms/organizations, employees of firms/organizations, and independent contractors), the organizational structure of the team, the interrelationships among the team members, and the demonstrated successful experience of the various team members in working together as a team (if some or all proposed team members have worked together before on similar contracts or projects);
- The relevant qualifications, education, and work experience of all key personnel proposed to be assigned to the City's contract (whether employees of firms/organizations or independent contractors);
- A narrative description of the work responsibilities of each individual proposed to be assigned to the project in a key role, including their working titles, current vacancies and weekly work schedules (whether employees of firms/organizations or independent contractors) and the estimated number of hours each individual would contribute to the project;
- A resume for each individual proposed to be assigned to the project in a key role;
- Each firm's/organization's and each independent contractor's qualifications to produce the required outcomes and fulfill the other requirements of any contract resulting from this RFP, including each firm's/organization's and each independent contractor's ability, capacity, skill, and financial strength, and number of years of demonstrated successful experience in providing the required services;

- A description of ability of the proposed team to deliver quality work on time and within budget;
- A statement on the nature and extent of any expansion that would be required for any of the firms/organizations to perform a contract resulting from this RFP;
- Whether each firm is a local, regional, or national firm;
- How long each firm has been in business under the present name and structure.
- Any other names under which each firm/organization has done business and the dates
 - operated under each name;
- Documentation that that Offeror is properly licensed under the applicable laws of the

Commonwealth of Virginia and the City of Alexandria; and

 A copy of each firm's/organization's last two audited financial statements. Note: professionals not affiliated with a firm or corporation are not required to provide detailed financial statements, but they, as minimum, must provide copies of the last two (2) years tax returns.

In addition, be prepared to submit additional information, including proof of licensing, present commitments, and other such data as may be necessary to demonstrate capacity and qualifications to perform the Work.

• Tab IV, Offeror's Proposed Business Plan for Fulfilling the Requirements of the Contract (please limit to five pages)

Provide information that communicates how you would propose to fulfill the performance and other requirements of a contract resulting from this RFP. The information you provide in this tab must include:

- Your overall philosophy for fulfilling requirements to those set forth in this RFP.
- Your understanding (in your own words) of the City of Alexandria's performance and other requirements, as set forth in this RFP;
- Your detailed plan of approach for fulfilling the performance and other responsibilities and requirements of a contract resulting from this RFP;
- The firm date by which you will commit to complete the fulfillment of the requirements of any contract resulting from this RFP to the satisfaction of the City of Alexandria;
- Your identification and assessment of risk and how you would propose to prevent the emergence of, or mitigate, any risk associated with a contract resulting from this RFP;
- Your basis for pricing work to be done for other local governments that will ride any contract resulting from this RFP; and
- Your proposed quality plan.

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

Tab V, Client References for Similar Work Performed

Provide in this tab of your proposal the name and telephone number of the project manager (or other contact person if the project manager is no longer available) for <u>all</u> contracts and jobs of similar size and scope performed for all customers within the past five (5) years. In addition, provide the same information elements for all jobs performed for Human Services, the City of Alexandria (Virginia), the Alexandria (Virginia) City Public Schools, and the Alexandria (Virginia) Sanitation Authority within the past five (5) years, regardless of size and scope. It is not necessary to list the same job more than once. Information provided for each project shall include:

- (a) Contract/Project Name
- (b) Agency/City/Office or Private Entity for Which Contract or Project was Performed
- (c) Dollar Value of Contract/Project
- (d) Dates of Contract/Project
- (e) Project Manager or Other Representative
- (f) Contact Person Name and Telephone Number

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

- (a) How competent, knowledgeable, and professional were the Offeror's team leader and other key team members, including subcontractors, if any?
- (b) How cooperative, communicative, and easy to work with were the Offeror's team leader and other key team members?
- (c) How well did Offeror manage the progress, quality, and timeliness of work performed by its personnel and subcontractors in relation to contract requirements?
- (d) How timely, effectively, efficiently did the Offeror mitigate and/or resolve performance and/or contractual issues that arose during the project?
- (e) How would you assess the Offeror's operational and administrative practices (e.g., the timeliness, completeness, and accuracy of its invoices)?
- (f) How would you evaluate the number and validity of Offeror-generated change order (contract modification) requests, claims, disputes, and lawsuits, if any?
- (g) How would you rate the timeliness, quality, responsiveness, and usefulness of the Offeror's services and work products in your relation to your requirements?
- (h) How would you asses the timeliness, quality, responsiveness, and usefulness of the Offeror's services and work products in relation to how much you paid the Offeror and how much time your organization contributed in time and effort to the project?

- (i) How well did the Offeror minimize the effect of its activities on the operations of your organization?
- (j) Would you hire the Offeror for another project?

A uniform sample of references will be checked for each qualified Offeror. Offerors will be scored on a scale of 1 to 10, with 10 being the highest possible score. Any Offeror receiving an overall score of less than 7.5 will not be eligible for award of the contract. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each proposal.

Failure to provide the above information with the proposal will result in the Offeror being automatically disqualified and its proposal not being considered.

In addition, each Offeror must be prepared to submit, within five calendar days after a request is made by the City, detailed written evidence such as financial data, present commitments, and other such data as may be necessary to demonstrate qualifications to perform the Work. Proof of licensing and similar information, documentation and proof may also be required.

• Tab VI, Pricing Information

In an effort to provide a fair evaluation to the respondents, the City of Alexandria requires the contractor to submit the proposed pricing with **Offeror's Price Proposal Form J**, per the following breakdown of component tasks:

Task 1: Data Gathering, Analysis:

Data gathering and analysis; provide subject matter expertise; develop effective community education and outreach; assemble best practices models or examples.

Task 2:Meeting Preparation and Facilitation:
Preparation for and facilitation of focus groups and meetings,
including presentations and/or coordination with speakers/subject
matter experts such as the Alexandria Commission on Aging.

Task 3:Draft and Final PlanDevelop Draft Plan; manage revision process and Final Plan.

Tab VII, Completed and Signed "Key Personnel to be Assigned by Contractor to Contract Administration" Form

See Attachment B, Key Personnel to be Assigned to Contract Administration. Complete, sign and include this form with your proposal.

• Tab VIII, Signed "City of Alexandria Insurance Checklist" Form

See Attachment C. Sign and include this form with your proposal.

• Tab IX, Completed "Required Information" Form

See Attachment D. Complete and include this form with your proposal.

• Tab X, Signed "Certified Statement of Non-Collusion" Form

See Attachment E. Sign and include this form with your proposal.

 Tab XI, Completed and Signed "Disclosures Relating to City Officials and Employees" Form

See Attachment F. Complete, sign, and include this form with your proposal.

• Tab XII, Completed, Signed, and Dated "Equal Employment Opportunity Agreement" Form

See Attachment G. Complete and return this form with your proposal.

• Tab XIII, Completed, Signed, and Dated "W-9 Request for Taxpayer Identification Number and Certification" Form

See Attachment H. Complete and return this form with your proposal.

• Tab XIV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. Include a copy of all amendments issued to the RFP.

• Tab XV, Appendices

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

7) <u>Waiver of Defects or Omissions in Proposals; Rejection of Proposals</u>

Awards, if made, will be made to the responsible Offerors whose offers are advantageous to the City, taking into account the evaluation criteria set forth in this RFP.

The City reserves the right to waive any defect or omission in any proposal that does not materially affect the terms of the response to this Request for Proposal. Further, the City reserves the right to reject any and all proposals.

8) <u>Proposal Evaluation Panel and Evaluation Factors</u>

A panel appointed by the City's Director of Procurement will evaluate proposals. Other officials and consultants of the City also may examine the documents.

The factors to be considered in the evaluation of proposals are listed below. While the City believes all these items to be of importance, they are ranked in descending order of importance. Numerical factors assigned are listed.

- (25) Qualifications and Experience of key personnel by position, such as principal (s), project manager, to include the following knowledge and skills: Demonstrated understanding of older adults; Demonstrated experience in community planning related to older adults; An understanding of best practices related to livable communities for all ages; Experience gathering and incorporating community input; Experience working with ethnic groups in community and Experience developing, writing, and presenting governmental plans.
- (20) Offeror's corporate experience and capacity, including demonstrated successful experience, ability and financial strength and the Offeror's availability to provide in a quality and timely manner the product and services it proposes to provide.
- (20) Responsiveness and feasibility of the proposed Plan, including understanding of the City of Alexandria's needs, overall approach/philosophy to administering its contract and providing the proposed services, proposed service team and organizational structure and proposed service quality programs and basis for pricing the work.
- (20) Customer evaluations of Offeror's past performance. (The city will evaluate, for each service whether the Offeror has performed satisfactorily in previous contracts of similar size ad scope and has demonstrated character, integrity, judgment, experience, cost effectiveness and efficiency required by this RFP)
 - (13) Cost. Proposal Not-To-Exceed Fee, inclusive of all costs.
 - (2) Proposal submitted electronically in E-Procure

Total of (100) Possible Points

9) Customer Evaluations of Past Performance

The quality of similar work performed for other clients will be a significant consideration in the award of contracts. For additional information, see Instructions for Proposals, sub-section 6, Response Format; and Tab V, Client References for Similar Work Performed.

10) Acknowledgment of Insurance Requirements

The Offeror, by signing and including the "City of Alexandria Insurance Checklist" Form in Tab VIII of its proposal (reference Tab VIII above), acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Offeror's proposal. The insurance requirements are stated on the City of Alexandria Insurance Checklist Form.

11) Ambiguity, Conflict or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the City of such error in writing and request modification or clarification of the document. The City will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived. Any proposals that include assumed clarifications and/or corrections without required authentication of same may be subject to rejection by the City.

12) Amendments to this RFP

Any revisions to this Request for Proposal will be made only by an addendum issued by the Director of Procurement, which shall be made available to all prospective Offerors. All addenda can be accessed at the solicitation board, <u>https://eprocure.alexandriava.gov/bso/login.jsp</u>.

13) <u>Alternate Approaches to the Work</u>

Proposals will be evaluated on the requirements of the Request for Proposal. However, Offerors are welcome to outline additional services or alternative means and methods for achieving performance that they feel are in the City's best interest. Offerors must address alternative approaches and/or additional services in this section of their proposals. The City of Alexandria is under no obligation to accept any alternative approaches to the work or any Value Change Proposal suggested by the contractor.

14) Proposals and Presentation Costs

The City will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

15) Payment by Procurement Card

The contractors must accept payment by procurement card (currently, MasterCard), if offered the option by the City of Alexandria.

16) <u>Requests for Clarification of Proposals</u>

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal. The City will not accept any un-solicited Best and Final Offers.

17) Examination of Contract Documents and Site

It is the responsibility of each Offeror before submitting a Proposal:

- To examine thoroughly the Contract Documents and other related data identified in the Proposal Documents.
- To visit the site and to become familiar with and satisfy Offeror as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

18) Term (Validity) of Proposals Submitted in Response to This RFP

Proposals shall remain valid for a minimum of ninety (90) calendar days following the date of closing.

PART 3 GENERAL CONDITIONS CONTRACT FOR GOODS OR SERVICES

1. DEFINITIONS:

- **1.01 Contract**: The Contract or the Contract Documents shall consist of the following:
 - A. The signed Contract, which shall specifically identify all other Contract Documents associated with the Work; The signed Purchase Order or Contract for Goods or Services, which shall specifically identify all other Contract Documents associated with the Work.
 - 1. RFP No. 00000097 Addenda No(s). _____ and all attachment(s) thereto;
 - 2. Vendor's Signed RFP response and all required Schedules, including Parts 1 through thereof; and
 - 3. The Notice of Award and all Documents submitted in response thereto.
 - B. These General Conditions of the Contract;
 - C. Any Addenda issued prior to Bid or prior to execution of the Contract;
 - D. All Change Orders issued subsequent to the execution of the Contract.
- 1.02 City: The City of Alexandria, its authorized representatives and employees.
- **1.03 Purchasing Agent:** The Director of the Division of Purchasing of the Finance Department of the City of Alexandria, or his designated representative, who shall serve as the City's contracting officer.
- **1.03 Purchasing Agent's Technical Representative:** The City official who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.
- **1.05 Work:** The Goods or Services required to be delivered by the Contractor pursuant to this Contract.
- **1.06** Change Order: A written order to the Contractor, signed by the City, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.
- **1.07 Contract Sum:** The total amount payable to the Contractor for performance of the Work. The Contract Sum is stated in the Bid or Proposal and shall include any adjustments granted by Change Order.
- **1.08 Contractor:** The individual, firm or organization which contracts with the City to perform the Work. As employed herein, the term "Contractor" may refer to an individual, an organization, or to the Contractor's authorized representative.
- **1.09** Acceptance (Goods): When used with respect to Goods, Acceptance shall mean, after a reasonable opportunity to inspect, the approval of Contractor's invoice for such Goods by the Purchasing Agent's Technical Representative.
- **1.10** Acceptance (Services): When used with respect to Services, Acceptance shall mean approval of Contractor's invoice for such Services by the Purchasing Agent's Technical Representative.
- **1.11 Time(s) for Performance:** The date(s) on which Goods are required to be delivered and/or Services are required to be provided, in accordance with the Contract Documents.

- **1.12** Final Payment: The payment of the balance of the Contract Sum, following the Acceptance of all Goods and Services delivered pursuant to this Contract.
- **1.13** Notice: As defined in Paragraph 20.
- 2. THE CITY:
- **2.01** Authority of the Purchasing Agent: The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Article 10. No Notice to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
- 2.02 Authority of the Purchasing Agent's Technical Representative: The Contract shall be administered by the Director of Alexandria office of Aging and Adult Services, or his designated representative, who shall be referred to in the Contract Documents as "the Purchasing Agent's Technical Representative."
- 2.03 Additional City Representatives: The Purchasing Agent's Technical Representative may designate one or more additional representatives to coordinate with the Contractor and/or to inspect the Work performed by the Contractor.

3. THE CONTRACTOR:

- **3.01** Licensure: To the extent required by the Commonwealth of Virginia or the City of Alexandria, the Contractor shall be duly licensed to sell the Goods or to perform the Services required to be delivered pursuant to this Contract.
- **3.02** Key Persons: If any "Key Persons" are identified in Contractor's Bid or Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request. If a Key Person is no longer capable of performing in the capacity described in the Bid or Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.

4. TERMS FOR PERFORMANCE:

- **4.01** The Work. The Goods and/or Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All Goods shall be in conformance with the requirements of the Contract Documents and shall be new and unused, unless otherwise specified. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.
- **4.02** Time for Performance: Time is of the essence of this Contract. The Contractor shall deliver all Goods and perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.
- **4.03 Brand Name or Equal:** Unless otherwise indicated, all brand name references in the Specifications are intended to define a standard and a quality. Substitutions may be used with the written approval of the Purchasing Agent after the Contractor has demonstrated to the satisfaction of the City that the substituted item(s) is equivalent to the one specified. Individual item approvals do not relieve the Contractor of the responsibility to provide a **total system that performs in a manner and of a quality intended by the Contract Documents.**

5. INSPECTION, ACCEPTANCE AND REJECTION:

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

6. SAMPLES:

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

7. WARRANTY:

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

- 7.02 One Year Continuing Warranty; Equipment Warranties: In addition to any specific warranty required by the Contract Documents, Contractor warrants all Work against defects in material or workmanship for a period of one year from the date of Acceptance, unless specified otherwise. Contractor shall secure and assign to the City all written warranties of equipment or materials furnished to Contractor or its subcontractors by any manufacturer or supplier.
- **7.03 Commencement of Warranties**: All periods of warranty, and periods of manufacturers' product and/or equipment warranties shall commence on the date of Acceptance of the Work and shall extend for a minimum period of one year thereafter.
- **7.04** Successors and Assigns: All warranties, including special warranties specified elsewhere herein, shall inure to the City, its successors, assigns, customer agencies and users of the Goods or Services.

8. PACKING AND SHIPMENT:

- **8.01 Containers:** All Goods shall be packed in suitable containers for protection in shipment and storage, and in accordance with applicable Specifications. Each container of a multiple container shipment shall be identified to: show the number of the container and the total number of containers in the shipment; and the number of the container in which the packing sheet has been enclosed.
- 8.02 Packing Sheets: All shipments by Contractor or its subcontractors must include packing sheets identifying: the City's Contract Number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.
- 8.03 Shipments: Shipments must be made as specified in this Contract, as it may be amended, or as otherwise directed in writing by the Purchasing Agent.

9. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:

- **9.01** Transportation Costs Included in Contract Sum: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the City unless expressly included and itemized in the Contract.
- **9.02 F.O.B. Shipments:** Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The City may permit use of an alternate carrier at no additional cost to the City with advance written authorization of the Purchasing Agent's Technical Representative.
- **9.03 Damage to Goods:** On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the City in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the City, shall at Contractor's own expense assist the City in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

10. CHANGES:

10.01 Change Orders: The City may order changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Time for Performance being adjusted accordingly. Such changes in the Work shall be authorized only by written Change Order signed by the Purchasing Agent. The Contract Sum and the Time for Performance shall be changed only by Change Order signed by the Purchasing Agent.

- **10.02** Ordering Option: When an Invitation to Bid specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the Invitation to Bid at the same unit prices stated in the Contractor's Bid for a period of thirty (30) days after the Contract Award. The amount of any such additional quantities shall be added to the Contract Sum by Change Order.
- **10.03 Option Periods:** If the Contract Documents include one or more option periods, any Contract renewals shall be authorized by Change Order signed by the Purchasing Agent. The Contract Sum in the option period(s) will be based on firm fixed prices. Unless otherwise mutually agreed, in writing, changes in the Contract Sum for subsequent yearly contract renewals shall be equal to the percentage change in the Consumer Price Index, for all Urban Consumers (CPI-U), for the Washington DC Metropolitan Area from the date of Contract award to the date of the Change Order authorizing the Contract renewal.

11. PAYMENTS TO CONTRACTOR:

- **11.01 Payment for Goods upon Delivery:** If the Contract requires the delivery of Goods at a specified time, the Contractor shall submit its invoice for the Goods, at the fixed price specified in the Contract, at or within a reasonable time after delivery. If the Goods are Accepted, the Purchasing Agent's Technical Representative will approve the invoice and process it for payment.
- **11.02 Payment for Services:** If the Contract requires the Contractor to perform Services, the Contractor shall submit its invoice for the Services performed during the previous month on or before the 15th day of the following month. The invoice shall bill for the Services at the fixed monthly rate specified in the Contract Documents or shall detail those Services provided and bill at the rates specified in the Contract Documents. The Purchasing Agent's Technical Representative shall verify that the Services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and process it for payment.
- **11.03 Progress Payments:** If authorized by the terms of the Contract, the Contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide. Upon submission of the request for progress payment, the Purchasing Agent's Technical Representative shall verify the Contractor's entitlement thereto and, if appropriate, shall approve the invoice and process it for payment.
- **11.04** The Contractor shall submit original invoices to the Purchasing Agent's Technical Representative which clearly describe and itemize the equipment, supplies or Services provided. In addition, invoices shall contain, at a minimum, the following information:
 - A. The date of the Contract;
 - B. The Contract Number;
 - C. The unit price in accordance with the firm fixed price stated in the Contract;
 - D. The total extended price; and
 - E. The total price to the City of the Goods or Services provided.

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

- **11.05** City's Right to Withhold Payment: The City may withhold payment to such extent as may be necessary to protect the City due to loss because of:
 - Defective Work not remedied;

- B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- D. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. Damage to the City or another contractor;
- F. Reasonable evidence that the Work will not be completed on or before the Time(s) for Performance;
- G. Persistent failure to carry out the Work in accordance with the Contract Documents; or
- H. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of its subcontractors.
- **11.06** Time for Payments. In accordance with Section 3-3-56 of the Code of the City of Alexandria, payments are due and payable forty-five (45) days after: (a) the date of the City's receipt of Goods or Services; or (b) the Purchasing Agent's Technical Representative's receipt of the Contractor's valid invoice, whichever is later. Within 30 days after receipt of the invoice the City shall give the Contractor Notice of any defect or impropriety, which would prevent payment by the required payment date.

12. TERMINATION OR SUSPENSION:

- **12.01** Non-Appropriation of Funds: This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria of funds sufficient to pay the compensation due the Contractor under this Contract. If such an appropriation is not made in any fiscal year, and the City lacks funds from other sources to pay the compensation due under this Contract, the City will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the City will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediately prior fiscal year. The City will provide the Contractor written Notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the City's failure to provide such Notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
- **12.02 Termination for Convenience:** The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of: (1) the actual cost of any Work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus 10%, or (2) the pro rata percentage of completion based upon any schedule of payments set forth in the Contract Documents, plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Paragraph 21, insofar as they pertain to amounts claimed to be due hereunder.

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

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

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

13. CLAIMS AND DISPUTES:

- **13.01 Claims**: Contractual claims shall be submitted in writing not later than sixty (60) days after the date of Final Payment. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written Notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the Work upon which the claim is based. Written Notice of the Contractor's intention to file a claim pursuant to this Paragraph 13.01 shall not be sufficient unless Contractor complies with each of the following:
 - A. The Contractor shall, within five (5) days after the occurrence of the event giving rise to such claim or the beginning of the Work upon which the claim is based, deliver to the Purchasing Agent and the Purchasing Agent's Technical Representative written Notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.
 - B. Within twenty (20) days after delivering such Notice, the Contractor shall deliver to the Purchasing Agent and the Purchasing Agent's Technical Representative a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed to be waived.
 - C. The Purchasing Agent or his designee shall make a determination of the claim within fifteen (15) days after receipt of the itemized breakdown described in Subparagraph B above, which decision shall be the final determination of the City.

- **13.02** No Claim Against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.
- **13.03 Disputes:** Disputes shall be resolved in accordance with Sections 3-3-107 and 3-3-108 of the Code of the City of Alexandria, as it may be amended from time to time.
- **13.04** Exhaustion of Administrative Procedures: The City and the Contractor agree that no claim or controversy arising under this Contract at any time during or after the performance of the Work shall be brought before any court without first having been submitted to the procedures outlined above, and that failure to comply with such procedures shall be deemed a waiver of such claim.
- **13.05** Contractor to Continue Work During Pendency of Dispute: Unless ordered by the City to suspend all or a portion of its Services hereunder, the Contractor shall proceed with the performance of the Work without any interruption or delay during the pendency of any dispute resolution procedures.

14. INSURANCE:

14.01 Insurance Required: Prior to beginning Work under this Contract, the Contractor shall furnish to the Purchasing Agent a certificate or certificates of insurance, showing that the Contractor has obtained, at its own expense, all insurance coverage listed in the "City of Alexandria, Virginia, Insurance Checklist." These certificates of insurance shall list the City of Alexandria as an additional insured in the amounts and types of insurance listed in the "City of Alexandria, Virginia, Insurance Checklist."

15. INDEMNITY:

- **15.01** The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the Contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Contractor or its Subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.
- 16. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor hereby agrees:
- **16.01 Discrimination Prohibited:** Not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- **16.02** Affirmative Action: To implement an affirmative action employment program as defined in Section 12-4-3 of the Code of the City of Alexandria to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria and approved by the City Council of the City of Alexandria.
- **16.03 EOE Statement:** To include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the commission, meaning same.

- **16.04** Notice to Labor Unions: To notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- **16.05 Reports to the City:** To submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the administrator may request more frequent special reports of particular employers provided the commission has found such employers to have violated any provision of Chapter 4, of Title 12 of the Code of the City of Alexandria.
- **16.06** Compliance with Federal Requirements Sufficient: Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph.
- **16.07** Accommodation of Disabled Workers: To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- **16.08** Reasonable Accommodations: That for the purpose of this paragraph reasonable accommodation may include (i) making facilities used by employees readily accessible to and usable by persons with a disability and (ii) job restructuring, part-time or modified work schedules, acquisitions or modification of equipment or devices, the provision of readers or interpreters and other similar actions.
- **16.09 Undue Hardship:** That in determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:
 - A. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
 - B. The type of the Contractor's operation, including the composition and structure of the Contractor's work force; and
 - C. The nature and cost of the accommodation needed.
- **16.10** Refusal to Employ: That it may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- **16.11 Subcontracts:** To include the provisions in Paragraphs 16.01 through 16.10 of this Article in every subcontract so that such provisions will be binding upon each subcontractor.
- 16.12 Non-compliance: That in the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

17. SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH:

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

the City of Alexandria. The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its SMBE program.

18. ETHICS IN PUBLIC CONTRACTING:

18.01 The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. Code §§_2.2-4367 et seq., the State and Local Government Conflict of Interest Act, Va. Code §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Va. Code §§_18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, and Article I of Chapter 3, Title 3 of the Code of the City of Alexandria, all as the same may be amended from time to time, are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

19. DRUG-FREE WORKPLACE:

- **19.01 Drug-Free Workplace**: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- **19.02 Definition**: For the purposes of this Paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

20. NOTICE:

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

21. AUDIT AND PRICE ADJUSTMENT:

- **21.01** Audit: All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.
- 21.02 Price Adjustment for Defective Cost and Pricing Data: If any price, including profit or fee, negotiated in connection with this Contract or any Change Order or modification under this Contract, was increased by any significant amount because the Contractor furnished cost or

pricing data that were not complete, accurate and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

22. SERVICE CONTRACT WAGES:

- **22.01** Living Wage: If applicable, the Contractor shall comply with provisions of Section 3-3-31.1 of the Code of the City of Alexandria during the performance of this Contract. All Contractor employees working on City-owned or City-occupied property shall be paid an hourly wage no less than the hourly wage rate published on the City's world-wide web site at the time of Contract execution (the "Living Wage").
- **22.02 Option Periods:** For each option period for which the Contract is renewed, Contractor's employees' wages shall be adjusted to correspond to the Living Wage rate posted on the City's world wide web site as of the date of the Change Order authorizing the option period. Prior to renewal, the Contractor shall submit, on a form acceptable to the Purchasing Agent, the names of all employees who will be affected by the Living Wage requirements of this Article, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at renewal, and the change in total direct labor costs as a result of the Living Wage changes. No Contract shall be renewed until this information is submitted and approved by the Purchasing Agent. The cost of any such increase in wages, together with applicable labor burdens, shall, shall be added to the Contract Sum, in addition to any increase otherwise allowed pursuant to Paragraph 10.03.
- **22.03 Complaints by Aggrieved Employees:** Within six (6) months of the Contractor's failure to comply with the Living Wage requirements of this provision, an aggrieved employee may file a complaint with the City's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid its employees a wage rate less than that required by the Contract, the Contractor shall be liable to the employees for the amount of the unpaid wage, plus interest at the judgment rate. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a compliant with the City's Purchasing Agent, or takes any other action to enforce the requirements of this clause.
- 22.04 Additional Compliance Requirements: At all times during the term of the Contract, the Contractor shall:
 - A. Post the current wage rate in English and Spanish at a prominent place at its offices and each location where its employees perform Services under this Contract;
 - B. Provide, within five (5) days of an employees' request, a written statement of the then current required wage rate;
 - C. Include the provisions of this clause in all subcontracts for work to be performed by subcontractors on City-owned or City-occupied property, so that provisions of this clause are binding upon subcontractors;
 - D. Comply with all applicable federal, state and City laws, rules and regulations, including, but not limited to the U.S. Fair Labor Standards Act of 1938, as amended, the U.S. Occupational Safety and Health Act of 1970, as amended, the U.S. Employee Retirement Income Security Act, as amended, and Chapter 3 of Title 40.1 of the Code of Virginia, 1950, as amended (for the purposes of this Contract, the annual schedule of City holidays published by the City Manager's Office shall be used); and
 - E. Submit, within five (5) working days of the end of each period, quarterly and annual payroll reports in a form approved by the Purchasing Agent to include copies of at least

four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

- 22.05 Contractor Record Keeping: The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform Services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the City's Purchasing Agent, or authorized representative, to examine, and make copies of, such records at reasonable times and without unreasonable interference with the business of the Contractor.
- **22.06 Violations:** Violation of any law, rule, regulation, or provision of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor.

23. MISCELLANEOUS PROVISIONS:

- **23.01** Governing Law: This Contract is governed by the applicable provisions of the Code of the City of Alexandria, and the laws of the Commonwealth of Virginia.
- **23.02** Successors, Assigns and Legal Representatives: This Contract shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Contract.
- **23.03** Entire Agreement: The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- **23.04** Royalties and Patents: The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.
- **23.05** Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provisions(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.
- **23.06 Survival**: Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Articles 7 (Warranty); 13 (Claims and Disputes); 15 (Indemnity), and 21 (Audit and Price Adjustment), shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
- **23.07** Non-Waiver: The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

23.08 Headings: Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ATTACHMENT A OFFER AND AWARD FORM REQUIRED SUBMITTAL

THIS OFFER AND AWARD FORM SHALL BE SIGNED For and in consideration of the payment of the Contract Sum, as set forth in the Proposal, subject to modification in the final Contract as mutually agreed upon by the City and Offeror as a result of further negotiations, if any. (The "Offeror") offers to perform the Work set forth in Request for Proposals No. 00000097, together with any addenda, in accordance with the terms of the Offeror's Proposal, as modified in further negotiations with the City.

NAME OF OFFER:
ADDRESS:
FAX NUMBER: ()
FEDERAL EMPLOYMENT IDENTIFICATION NO.
ALEXANDRIA BUSINESS LICENSE NO.

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

	DESCRIPTION
	Scope of Work
2	Instructions For Proposal
3	General Terms and Conditions
	Attachments A thru J
· · · · · · · · · · · · · · · · · · ·	
	3

IF OFFERED THE OPTION OF BEING PAID BY PROCUREMENT CARD, WOULD YOU ACCEPT THAT OPTION? YES_____ NO_____

Offeror's Authorized Signatory

Date

Name and Title of Authorized Signatory

Accepted by the City of Alexandria, Virginia, This _____ day of ______, 20____.

Eleanor Foddrell Acting, Director of Procurement

ATTACHMENT B REQUIRED SUBMITTAL KEY PERSONNEL

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

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

COMPANY NAME

ATTACHMENT C CITY OF ALEXANDRIA INSURANCE CHECKLIST REQUIRED SUBMITTAL

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

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

X		REQUIRED COVERAGES	LIMITS (figures denote minimum coverage required)
x	1.	 Worker's Compensation and Employer's Liability Required when Contractor: A. Has 10 or more employees. B. Performs service/task on City property. C. Uses subcontracted workers- Subcontractors must supply coverage. D. Works on or along the river. 	Statutory limits of Commonwealth of Virginia for workers' compensation \$100,000 accident; \$100,000 disease; \$500,000 limit disease for employer's liability. USL&H Endorsement needed and Jones Act coverage for work along and on the river.
x	2.	Commercial General Liability Required when Contractor: A. Performs a service on City property that requires equipment, tools, machinery, or other property NOT owned/leased by the City. B. Must block or protect access to work area during contract. C. Gains access to secure areas. D. Manufactures, sells or distributes a product (including food, beverage).	\$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Includes the following endorsements: Premise/Operations; Independent Contractors; Broad Form Property Damage; Products and Completed Operations; Contractual Liability, Liability \$1,000,000 general aggregate, if applicable; Personal Injury, \$1,000,000 each offense/ aggregate; X, C, U Coverage (for remodeling, upgrade or construction work).
x	3.	Automobile Liability Required when Contractor: A. Drives to/from multiple locations during the day- remote exposure. B. Drives with City employee/other guests. C. Drives to deliver product, equipment and performs other tasks in contact.	\$1,000,000 combined single limit for bodily injury and property damage; Includes the following: Owned, Hired and Non-Owned; and \$5,000,000 Motor Carrier Act Endorsement, when applicable.
	4.	Property Coverage Required when Contractor: A. Uses their own personal property or equipment on City Property. B. Store or leaves equipment or personal property on City Property. C. Uses materials for building NOT owned by City until installed.	<u>Commercial Property Policy</u> : Provide replacement cost coverage for Contractor's property that is stored or used on City property. Includes "All Risk" endorsement and Acts of God. <u>Contractor's Equipment Floater</u> : Provide coverage for Contractor's mobile equipment, including road building machinery, steam shovels, hoists, and derricks used on the job by builders of structures, roads, bridges and tunnels.
	5.	Crime Policy <u>Required when Contractor:</u> A. Collects money, securities or other property on behalf of City. B. Requires the use of City money, securities, or negotiable property to be in Contractor's care, custody and control OFF City premises. C. Has access to computer systems that could involve extortion, theft or monies or securities or other negotiable property.	Coverage for perils of burglary theft, robbery and employee dishonesty involving money, securities and other property. \$ limit for Form A through H and Form Q through R.
	6.	Professional Liability Required when: A. Contractor must maintain a license or special degree. B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.	\$2,000,000 bodily injury and property damage coverage for specialists in contracted professional fields (accountants, engineers, architects, attorneys, physicians, insurance brokers/agents, etc.). Coverage for Errors and Omissions shall be included in policy.
X	7.	Umbrella	\$1,000,000 bodily injury and property damage and personal injury

City of Alexandria Insurance Checklist

	8.	Garage Liability	\$1,000,00 bodily injury and property damage each occ	umence			
		Garage keepers' legal liability;					
			Indicate limit \$ Comprehensive				
			Indicate limit \$ Collision				
	9.	City of Alexandria named as additional insured on other than Worker's Compensation and Automobile Liability, and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if required. This					
X		coverage is primary to all other coverage's the City may possess.					
	10.	Other insurance required.					
	11.	Thirty (30) Days Cancellation, non-renewal, material cha		endeavor			
X		to" are to be eliminated from the Notice of Cancellation on standard ACORD certificates.					
X	12.	Best's Guide rating: "A" IV or better, or its equivalent.		· · ·			
X	13.	The Certificate(s) of Insurance shall state Bid Number an	nd Bid Title.				

COMPANY NAME

ATTACHMENT C (continuation sheet)

FORM "A" INSURANCE

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

I. General Insurance Requirements:

- 1. The successful bidder shall not start work under this contract until the successful bidder has obtained at his/her own expense all of the insurance required under this contract and such insurance has been approved by the City of Alexandria (City); nor shall the successful bidder allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful bidder. Approval of insurance required of the successful bidder and subcontractors for the City will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 2. The successful bidder shall require all subcontractors to maintain during the term of this agreement, Comprehensive (or Commercial) General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverage's as indicated in Attachment 4, in the same manner as specified for the successful bidder. Upon request, the successful bidder shall furnish immediately subcontractors' certificates of insurance to the City.
- 3. All insurance policies required under this contract shall include the following provision: "It is agreed that this policy is not subject to cancellation, non renewal, material change, or reduction in coverage until 30 days prior written notice has been given to the Purchasing Agent for the City of Alexandria, Virginia." The words "endeavor to" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 4. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the successful bidder, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.
- 5. The City of Alexandria (including its officers, agents and employees) is to be listed as an <u>additional insured</u> under all coverage except Workers' Compensation, Automobile Liability, and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this paragraph shall be primary with respect to the City, its officers, agents and employees.
- 6. The successful bidder shall provide insurance as specified in the "City of Alexandria, Virginia Insurance Checklist".
- 7. The successful bidder covenants to save, defend, keep hamless and indemnify the City and all of its officers, agents and employees (collectively the "City") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful bidder's performance or nonperformance of the terms of the contract documents or its obligations under the contract. This indemnification shall continue in full force and effect until the Successful Bidder completes all of the work required under the contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the City for which the City gives notice to the successful bidder after the City's final acceptance of the work.
- 8. The successful bidder shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the contract. The Successful Bidder assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 9. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the City shall have the absolute right to terminate the contract without any further obligation to the successful bidder shall be liable to the City for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the contract at the time of termination.

ATTACHMENT C (continuation sheet)

FORM "A" INSURANCE

- 10. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful bidder shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The successful bidder shall be fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.
- 12. Precaution shall be exercised by the successful bidder at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful bidder and its subcontractors. The successful bidder shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.
- 13. If the successful bidder does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City's Purchasing Agent, may be considered. Written request for consideration of alternate coverage shall be received by the City's Purchasing Agent at least (10) ten working days prior to the date set for opening the bids. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for bid openings.
- 14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the City. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class IV" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption, in the same manner as described in paragraph 13 above.
- 15. The City will consider deductible amounts as part of its review of the financial stability of the bidder. Any deductibles shall be disclosed in the proposal, and all deductibles will be assumed by the successful bidder.

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

1. The successful bidder shall purchase and maintain in a company or companies authorized to do business in the Commonwealth of Virginia, and

acceptable to the City such insurance as will protect the successful bidder and the City from claims set forth below which many arise out of or result

from the Successful Bidder's operations under the contract, whether such operations are by the successful bidder or by any subcontractor or by

anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful bidder's employees.
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful bidder's employees.
- D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful bidder, or by any other person;

ATTACHMENT C (continuation sheet)

FORM "A" INSURANCE

- E. Claims for damages, other than to the work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle;

2.

The specific insurance policies required to cover the claims listed above in subparagraph II.1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "City of Alexandria, Virginia Insurance Checklist" contained in the Invitation to Bid documents.

- A. Comprehensive (or Commercial) General Liability Such Comprehensive (or Commercial) General Liability policy shall include any or all of the following as dictated on the "City of Alexandria, Virginia Insurance Checklist":
 - i. Premises/Operations;
 - ii. Actions of Independent Contractors;
 - iii. Products/Completed Operations to be maintained for two years after completion of the work;
 - iv. Contractual liability including protection for the successful bidder from claims arising out of liability assumed under this contract, and Including Automobile Contractual Liability;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse or Underground hazards;
 - vii. Broad Form Property Damage Liability including Completed Operations.
- 3. Commercial Automobile Liability including Uninsured Motorist' coverage.
- 4. Workers' Compensation statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

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

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

i.

ATTACHMENT D REQUIRED INFORMATION FORM REQUIRED SUBMITTAL

Each bidder submitting a Proposal, in response to this Request for Proposal is to provide the following information:

1.	Minority Business FirmYes [] No []Small Business FirmYes [] No []Sole ProprietorshipYes [] No []
	Partnership Yes [] No []
	Corporation Yes [] No []
2.	Sole proprietorships and partnerships are to provide the following information:
	Name
	Address
	City,
	State
	Partnerships are to provide this information for all partners.
3.	If the bidder is a corporation, provide the following:
	State of Incorporation Charter number of the Virginia authority
	Charter number of the Virginia 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 the State of Virginia, as amended.
4.	Each corporation is to provide the names of the following officers:
	President
	Vice President
	Secretary
	Treasurer
	Registered Agent

COMPANY NAME

ATTACHMENT E CERTIFIED STATEMENT OF NON-COLLUSION REQUIRED SUBMITTAL

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

(1) The City is authorized by Section 18.2-498.4 of the Code of Virginia (1950) as amended, to require this certified statement. That section also provides that any person required submitting this statement 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 bid submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

SIGNATURE

COMPANY NAME

RFP # 0000097

ATTACHMENT F DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES REQUIRED SUBMITTAL

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

Α.

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

Name	title/position
Name	title/position

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

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

Name	title/position
Name	title/position
COMPANY NAME	DATE
· .	
SNATURE	
LE	

RFP # 0000097

ATTACHMENT G EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT REQUIRED SUBMITTAL

The contractor hereby agrees:

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

(2) Implement an affirmative action employment program as defined in section 12-4-3 of the Code of the City of Alexandria, Virginia, 1981, as amended, to ensure nondiscrimination 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.

<u> </u>	COMPANY NAME	DATE	
SIGNATURE			
TITLE	·······	······	

ATTACHMENT H

Decembrance	N-9 Jober 2007) It of the Traisony Wanth Service	n	Give form to the requester. Do not send to the IRS.		
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Carl. No. 10231X

Farm W-9 (Flar. 10-2007)

PART 4 OPTIONAL SUBMITTAL ATTACHMENT (I) Metropolitan Washington Council of Governments Rider Clause

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

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

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT: PLEASE CHECK ALL THAT APPLY.

YES NO JURISDICTION

YES NO JURISDICTION

Alexandria, Virginia	City of Manassas Public Schools
Alexandria Public Schools	Manassas Park, Virginia
Alexandria Sanitation Authority	Maryland-National Capital Park &
Arlington County, Virginia	Planning Comm.
Arlington County Public Schools	Maryland Transit Administration
Arlington County Public Schools	Metropolitan Washington Airports Auth.
Bladensburg, Maryland	Metropolitan Washington Council of Govts.
Bowie Marvland	Montgomery College
Bowie, Maryland Charles County Public Schools	Montgomery County, Maryland
College Park, Maryland	Montgomery County Public Schools
College Park, Maryland Culpeper County, Virginia District of Columbia	Northern Virginia Community College
District of Columbia	OmniRide
District of Columbia Courts	Potomac & Rappahannock Trans, Commission
District of Columbia Public Schools	Prince George's County, Maryland
District of Columbia Water & Sewer Auth.	Prince George's Public Schools
District of Columbia Water & Sewer Auth. Fairfax, Virginia Fairfax County, Virginia	Prince William County, Virginia
Fairfax County, Virginia	Prince William County Public Schools
Fairfax County Water Authority	Prince William County Service Authority
Fairfax County Water Authority	Rockville, Maryland
Fauduler County Schools & Govt., VA.	Spotsytvania County Schools
Frederick, Maryland	Stafford County, Virginia
Frederick, Maryland Frederick County, Maryland	Takoma Park, Maryland
Gaithersburg, Maryland	Upper Occoquan Sewage Authority
Greenbelt, Maryland	Vienna, Virginia
Herndon, Virginia	Virginia Railway Express
Leesburg, Virginia Loudoun County, Virginia Loudoun County Public Schools	Washington Metropolitan Area Transit Auth
Loudoun County, Virginia	Commission
Loudoun County Public Schools	Washington Suburban Sanitary Comm.
Loudoun County Sanitation Authority	Winchester, Virginia
Manassas, Virginia	Winchester Public Schools

Vendor's Name

PART 4 REQUIRED SUBMITTAL ATTACHMENT (J)

OFFEROR'S PRICE PROPOSAL FOR DEVELOPMENT OF AN AGING FIVE-YEAR STRATEGIC PLAN

REQUEST FOR PROPOSAL (RFP) #00000097

NAME AND ADDRESS OF OFFEROR (type or print):

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(City)	(State)	(Zip Code)
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PROMPT PAYMENT TERMS		
CFP # 0000097		

OFFEROR'S PRICE PROPOSAL

FOR

DEVELOPMENT OF AN AGING FIVE-YEAR STRATEGIC PLAN

REQUEST FOR PROPOSAL (RFP) #00000097

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FULLY BURDENED HOURLY RATES

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RFP # 0000097

OFFEROR'S PRICE PROPOSAL

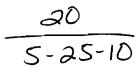
FOR

DEVELOPMENT OF AN AGING FIVE-YEAR STRATEGIC PLAN

REQUEST FOR PROPOSAL (RFP) #00000097

DIRECT EXPENSE CLASSIFICATION (S):	QUANTITY	UNIT PRICES INITIAL TERM
· · ·		

NOTE: City shall reimburse contractor for mutually agreed direct costs in accordance with the applicable Task Order. Car mileage will be paid at the City's rate, which is currently \$0.50 cents per mile. Air Fares will be reimbursed at coach rates only. Hotel accommodations rates will require prior City approval as will all rates/direct costs related to this contract.





COA Contact Us: Strategic Plan for Meeting Needs of Alexandria's Aging Residents william.euille, frank.fannon, kerry.donley, Carol Downs to: alicia.hughes, council, delpepper, paulcsmedberg, 05/20/201

rose.boyd, jackie.henderson, elaine.scott, rob.krupicka

05/20/2010 11:17 AM

Please respond to Carol Downs

Time: [Thu May 20, 2010 11:17:26] Message ID: [21757]

Issue Type:	Mayor, Vice Mayor, and Council Members	
First Name:	Carol	
Last Name:	Downs	
Street Address:	725 Timber Branch Drive	
City:	Alexandria	
State:	VA	
Zip:	22302	
Phone:	703-519-0098	
Email Address:	cmcdowns@verizon.net	
Subject:	Strategic Plan for Meeting Needs of Alexandria's Aging Residents I am writing to you to endorse your support for transferring \$74,000 in	
	Contingent Reserve Funds in the 2010 City budget to the Department of Human	
	Services (DHS).	
	The Commission on Aging, at its April meeting, voted	
	to support this transfer of funds to enable DHS to hire a consultant to	
	develop a five-year strategic plan for meeting the needs of Alexandria's	
	aging residents.	
	Without such a plan, I am convinced the City will not	
	be prepared to provide the complex array of services required by its	
	rapidly aging population, which is projected, by 2030, to be double the	
	number of older adults who lived here in 2000.	
	Supporting the ability of	
	its older residents to successfully "age in place" has become a priority in	
	communities across the country. These communities are assessing needs,	
	developing plans and finding ways to provide: - Appropriate and	

	affordable housing - Flexible planning and zoning - Varied mobility
	options to include walking - Access to health and supportive services -
	Information and assistance regarding available services - Assurance of
	security and safety - Lifelong learning - Continued civic engagement
	and volunteer opportunities
	Planning for the integration of services is
	key.
	To achieve this, it is crucial that a plan be put in place now.
	To start the process, we need the expertise of a consultant who has
	experience in issues related to aging and community-wide planning, an
	understanding of best practices in planning for an aging population, and
	can engage the public.
	The goal would be to create a strategic plan for
Comments:	responding to the needs of an increasing number of seniors that:
	Incorporates the findings of the 2008 Alexandria Human Services System
	Needs Assessment - Saves the City money by not duplicating services -
	Utilizes community resources by including the business, non-profit and
	faith-based communities - Enables seniors to remain independent in their
	own homes - Establishes the foundation for a livable community that

serves all ages

The City cannot be expected to address the needs of its

aging residents without the involvement of the entire community. Meeting

the needs of the aging population is an economic development issue, in

several contexts: - Older residents contribute significantly to the

City's economy

- Business opportunities are numerous in a City with a

large middle and upper-income older population that will need and desire

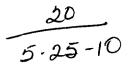
many services not available at this time - For the many employers in the

City, understanding the impact of the increased numbers of aging workers and/or family members is crucial. Many employees are caregivers for older adults, and can benefit from enlightening and flexible workplace policies. Employers also need to prepare for retaining the expertise of its older workers.

The planning process should also draw the attention of the public to the needs of older residents and can attract volunteers to their cause. Retirees who want to give back to their community form the basis of several volunteer programs that assist all ages from children to seniors.

As a member of the Alexandria Commission on Aging, I urge you to vote in favor of releasing the \$74,000 Contingent Reserve Fund to DHS.

Sincerely, Carol Downs





COA Contact Us: Strategic Plan for Older Alexandrians -- May 25 Docketwilliam.euille, frank.fannon, kerry.donley,
alicia.hughes, council, delpepper, paulcsmedberg,
rose.boyd, jackie.henderson, elaine.scott,05/23/2010 09:45 PM

rob.krupicka Please respond to Bernard Kellom

1 attachment



9ce2d0b028d04661c4a5db3f51d103a9.doc

Time: [Sun May 23, 2010 21:45:29] Message ID: [21832]

Issue Type:	Mayor, Vice Mayor, and Council Members
First Name:	Bernard
Last Name:	Kellom
Street Address:	719 South Fairfax Street
City:	Alexandria
State:	VA
Zip:	22314
Phone:	703-548-9273
Email Address:	BenjyKellom@aol.com
Subject:	Strategic Plan for Older Alexandrians May 25 Docket To The Honorable Mayor and Members of City Council:
	I am writing to ask
	for your support for the proposed Strategic Plan for Older Alexandrians
	which will be considered at the May 25, 2010 City Council Meeting.
	Alexandria Commission on Aging Member Bob Eiffert has prepared an
	excellent briefing on this proposal, which I believe you have already
Comments:	received.
	This expenditure of \$74,000.00 has the potential to save
	Alexandria money in the future by helping us to develop cost effective ways
	to serve our growing Senior population.
	Thank you for your

consideration,

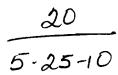
Ben Kellom Vice Chair, Alexandria Commission onAging

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Attachment: 9ce2d0b028d04661c4a5db3f51d103a9.doc

Strategic Plan Talking Points

- There has been a 27% increase in the population of City residents age 60 and over between 2000 and 2007 (ACS)
- Alexandria's population of older adults is expected to double from 2000 to 2030 (ACS)
- 89 percent of older adults want to stay in their homes and communities as they age (AARP)
- A strategic plan is a tool that looks at the needs of the community and then proposes solutions to address those needs.
- In June 2008, Braintree Consulting completed a needs assessment of all human services needs in the City
- The Office of Aging and Adult Services did a more targeted needs assessment of older adults in the City in 2003
- A strategic plan based on those needs assessments and current demographic statistics compiled by the City will help the City target its resources in the most effective ways
- The strategic plan as proposed in the City's RFP will include a wide range of community stakeholders and service providers
- Solutions generated by the plan will include the growing role of private organizations in meeting the needs of older citizens
- The plan will show places that the City can best utilize public-private partnerships and even private-private partnerships to meet the needs of older adults without additional City resources
- The federal Older Americans Act assigns the task of assessing the needs of older adults and then planning ways to meet those needs to local commissions on aging, as a prerequisite to providing funding to local area agencies on aging
- Just as the City has used other consulting contracts to develop strategic plans for health and human services, so the Office of Aging and Adult Services needs the outside expertise to formulate a comprehensive strategic plan.
- The strategic plan for older Alexandrians has been a part of the City's human services plan since 2008, when Council designated \$80,000 in contingent reserve funds for the plan.





COA Contact Us: COA Strategic Plan, Docket Item # 20

william.euille, frank.fannon, kerry.donley, alicia.hughes, Bob Eiffert to: council, delpepper, paulcsmedberg, rose.boyd, jackie.henderson, elaine.scott, rob.krupicka

05/22/2010 10:36 AM

Please respond to Bob Eiffert

1 attachment

3625a21e2eeb204f852c68a78f00e83a.doc

Time: [Sat May 22, 2010 10:36:18] Message ID: [21808]

Issue Type:	Mayor, Vice Mayor, and Council Members
First Name:	Bob
Last Name:	Eiffert
Street Address:	1418 Juliana Place
City:	Alexandria
State:	VA
Zip:	22304
Phone:	703-212-7116
Email Address:	MichaelandBob@comcast.net
Subject:	COA Strategic Plan, Docket Item # 20
	To the Honorable Mayor and Members of City Council: I am writing as a
Comments:	member of the Alexandria Commission on Aging to urge your support of docket
	item # 20 at your May 25 meeting. This item is to release \$74,000 that
	City Council designated in April 2008 in contingent reserve funds to hire a
	consultant to prepare a strategic plan for Older Alexandrians. I have
	attached a one page list of talking points that I believe better describes
	the need for this plan. I or another member of the Commission on Aging
	will try to see or speak with each of you to explain our position and
	solicit your support. Thank you for your past support of older
	Alexandrians, and I hope I can count on you again to help us plan for the
	future for an aging friendly community.
Attachment:	3625a21e2eeb204f852c68a78f00e83a.doc

Strategic Plan Talking Points

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COA Contact Us: Funding for Strategic Plan on Aging

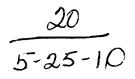
william.euille, frank.fannon, kerry.donley, alicia.hughes, Jane King to: council, delpepper, paulcsmedberg, rose.boyd, jackie.henderson, elaine.scott, rob.krupicka, linda.owens

05/26/2010 08:46 AM

Please respond to Jane King

Time: [Wed May 26, 2010 08:45:58] Message ID: [21885]

Issue Type:	Mayor, Vice Mayor, and Council Members
First Name:	Jane
Last Name:	King
Street Address:	118 East Randolph Avenue
City:	Alexandria
State:	Virginia
Zip:	22301
Phone:	703-519-7843
Email Address:	jmcking@netscape.com
Subject:	Funding for Strategic Plan on Aging
	Thanks so much for your support for the transfer of funds to DHS for
	developing a strategic plan for accommodating the needs of Alexandria's
	older adults. The questions raised over the last few days and the
	discussion last night will help to focus our efforts and we will assist
Comments:	the staff in every way we can. We share your concern about shepherding the
	City's financial resources very carefully and will work hard to save some
	of the funds for seniors in need.



ATTN: William D. Euille, Mayor City of Alexandria, VA.

Dear Mayor Euille:

This letter is in reference to Docket Item 20, City Council Meeting, and May 25, 2010: Authorization to Transfer Contingent Reserve Funds to the Department of Human Services for the Development of a Five-Year Strategic Plan to Meet the Needs of Alexandria Senior Population". As members of the Alexandria Commission on Aging, we suggest that funding of a new strategic plan for needs of seniors in Alexandria is inappropriate for the following reasons:

In 2008, a report, A Snapshot of Human Development in Alexandria: A Needs Assessment of the Alexandria Human Services System," was completed by Braintree Consulting, Inc. for the Alexandria Council of Human Service Organizations that included recommendations for services through the Office on Aging, as part of the Alexandria Department of Human Services. That report was based upon 2000 census data and recent surveys and focus groups with Alexandria residents, including seniors. Pages 84-94 were specifically devoted to needs and recommendations for 'The Elderly" in Alexandria. That report clearly outlined the major needs of seniors—transportation, affordable assisted living, low cost in-home personal care services, recreation and employment opportunities.

The Partnership for a Healthier Alexandria is conducting a survey to be completed in Fall 2010 that includes older Alexandrians and will collect needs assessment data that supplements the 2008 study. No City funds are used, outside the time of two staff members of the Alexandria Health Department.

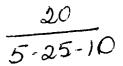
2010 program funds for senior services in Alexandria have been cut back in areas related to the recommendations of the 2008 study. Although the proposed \$80,000 for the strategic plan is in a category that cannot be reallocated to refund the senior services cuts, it still does not make economic sense to spend scarce dollars for this purpose at this time.

The 2010 U.S. Census is in progress and these results will be important to understanding the location of seniors at need for services in Alexandria. The availability of these data results will be much quicker than in the past. Therefore, it makes good economic sense to postpone funding of any new strategic planning studies until 2011 or 2012. We recommend that the Council not authorize the proposed strategic plan expenditure.

Sincerely,

Mary H. Parker, PhD, Member Alexandria Commission on Aging

Irene Carpenter, Member Alexandria Commission on Aging





 Re: COA Contact Us: Funding Meals on Wheels
)

 Elaine Scott to: Joan Richardson
 05/25/2010 04:33 PM

 alicia.hughes, council, delpepper, frank.fannon, jackie.henderson,
 05/25/2010 04:33 PM

 Cc:
 kerry.donley, linda.owens, paulcsmedberg, rob.krupicka, rose.boyd,

 william.euille, Beth Temple, Joanne Pyle, nanella, council, Judy Stack,
 Sharon Annear, Jerad Ferguson

Dear Ms. Richardson,

The Council has received your e-mail and appreciates you taking time to share your comments.

Sincerely, Elaine Scott Citizen Assistance 703-746-4800 - Main 703-746-4317 - Direct 703-838-6426 - Fax

From: Joan Richardson <jmrichardson67@gmail.com>

To: william.euille@alexandriava.gov, frank.fannon@alexandriava.gov, kerry.donley@alexandriava.gov, alicia.hughes@alexandriava.gov, council@krupicka.com, delpepper@aol.com, paulcsmedberg@aol.com, rose.boyd@alexandriava.gov, jackie.henderson@alexandriava.gov, elaine.scott@alexandriava.gov, rob.krupicka@alexandriava.gov, linda.owens@alexandriava.gov

Date: 05/25/2010 03:39 PM

Subject: COA Contact Us: Funding Meals on Wheels

Time: [Tue May 25, 2010 15:39:07] Message ID: [21869]

Issue Type:	Mayor, Vice Mayor, and Council Members
First Name:	Joan
Last Name:	Richardson
Street Address:	1600 prince st 313
City:	alexandria
State:	va
Zip:	22314
Phone:	703-706-9595
Email Address:	jmrichardson67@gmail.com
Subject:	Funding Meals on Wheels Dear Mayor, Vice Mayor and Council Members,

As an elder care

professional and SSA Board member I support full funding of Meals on Wheels

Program. Our elderly on are most vulnerable during economic downturns.

This basic and critical program has a huge impact on their lives.

Please consider re-instating full funding for our Meals On Wheels

Comments:

Program.

Thank you,

Joan M Richardson Advanced Care

Management 703-706-9595