

**CITY OF ALEXANDRIA
REQUEST FOR PROPOSALS NUMBER 00000104**

**DOCUMENTARY STUDY AND ARCHAEOLOGICAL EVALUATION
FOR FORT WARD HISTORICAL PARK**

Issue Date: April 7, 2010



Non-Mandatory Pre-Proposal Conference: April 21, 2010 AT 10:00 AM, Alexandria, Virginia, Local Time, 100 North Pitt Street, Suite 301, Alexandria, Virginia, 22314

Closing Date: May 5, 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 Proposers as well as individuals and firms who wish to be added to the City's solicitation notification list must apply or re-apply (as applicable) at <https://eprocare.alexandriava.gov/bsollogin.jsp>. Firms and individuals who completed and returned a paper bidder's mailing list application at any point must submit a new application in eProcure, the City's new on-line application. Thank you.

NOTE: All Addenda, if issued can be accessed at the website denoted above.

ISSUED BY: CITY OF ALEXANDRIA, VIRGINIA
Michael F Hauer, CPPO, CPPB
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314
703-746-4295

Proposals Sent by Facsimile or Email Will Not Be Accepted. Proposals must be mailed or hand delivered to the address denoted above, no later than the announced date and time of closing. RFP documents obtained from sources other than the City of Alexandria Procurement Department may not be accurate or current.

Questions: Any interested party who has questions regarding this Request for Proposal is invited to submit their questions to the Procurement Department, attention Michael F Hauer via email to procurement@alexandriava.gov. Questions will be accepted until 4:00 PM, Alexandria, Virginia, Local Time on April 28, 2010. Official answers to questions will be furnished via an Addendum to this solicitation.



Figure 1: Fort Ward Historical Park Project Location

600 300 0 600 Feet



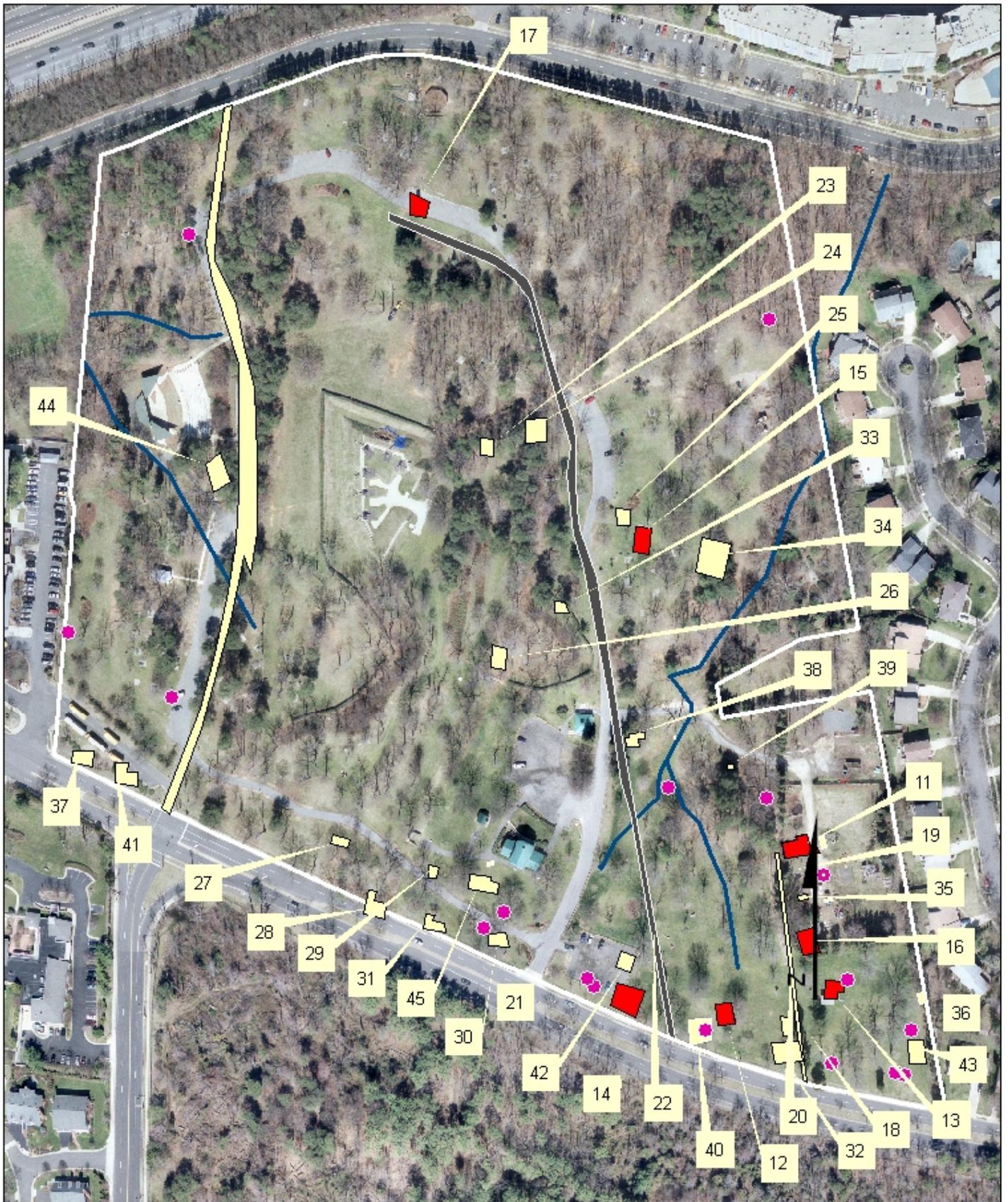
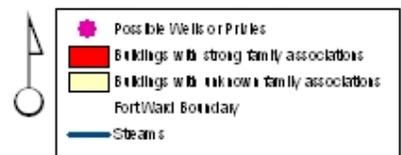


Figure 2: Fort Ward Historical Park
African American Community
Structure and Feature Locations

**Note: See Key to Structures and Features for identification of resource.
Resources may be present in other locations but no documentation to date**

From Fort Ward Historical Resources Inventory by Doug Appler for OHA/ Alexandria Archaeology



Key to Structures and Features on Figure 2—African American Community

11. School/ St. Cyprian's Church/ Sgt. Young House
12. Randall House
13. Clara Adams/ McKnight Family House
14. Ashby House
15. Shorts/ Stuart/ Randall House
16. Belk House
17. Javins House
18. Line of Cedar Trees
19. Lilac Bush
20. Entrance Road to School
21. Braddock Road.
22. Access Road to Harriet Shorts Property, northern part of which may date to Civil War. Straight southern segment dates to Harriet Shorts' 1919 will
- 23, 24, 25, 26. 27. Unknown Building, Only Visible in 1927 Aerial
- 28, 29, 30, 31, 32. Unknown Building, Visible in 1927 and 1937 Aerials
33. Unidentified Building Visible only in 1937 Aerial
34. Large rectangular garden plot appearing in 1937 and 1949 Aerials
35. Outbuildings or small structures visible on 1949 Aerial and 1962 Topographic Map
36. Outbuilding or small structure visible on 1962 Topographic Map
37. Unknown Building Visible in 1927-1949 Aerials, Driveway visible in 1962 Topographic Map.
- 38, 39. Unknown Building Visible in 1937 and 1949 Aerials and 1962 Topographic Map
- 40, 41, 42. Unknown Building Visible in 1927, 1937 and 1949 Aerials
43. Unknown Building Visible in 1937, 1949 and 1962 Topographic Map
44. High concentration of footpaths radiating from a square, but no apparent building. Only visible in 1927 Aerial
45. Unknown Brick Building identified in 1962 Topographic Map

NOTE: Stage One includes Archaeological Evaluation of Resources 11 and 15.



- Fort Ward Boundary
- Visible Grave Sites
- Specific Grave Site with Weak Documentation
- Suspected Grave Sites



200 100 0 200 Feet

- 1/6: Headstones / Old Grave Yard mentioned in Amanda Clark Deed
- 2: Burial Site of Clara Adams
- 3: Oakland Baptist Church Cemetery (Not part of Fort Ward Park)
- 4: Jackson Family Cemetery
- 5: Suspected Burial Site of Robert Adams
- 7: Suspected Burial Site of Amanda Clark
- 8: Suspected Burial Ground to the West of Oakland Baptist Church Cemetery
- 9: Suspected Burial Sites, formerly wooded, Identified by Sgt. L.T. Young
- 10: Suspected Burial Sites South of Clara Adams Grave Identified by Sgt. Young
- 11: Suspected Burial Site identified as being in Eagle Crest lot no. 16

Figure 3: Fort Ward Historical Park Burial and Cemetery Locations

**Note: Resources may be present in other locations but no documentation to date
 From Fort Ward Historical Resources Inventory by Doug Appler for OHA/ Alexandria Archaeology**



Figure 4—Possible Burial Locations Identified in GPR Survey, October 2009

NOTICE TO PROPOSERS

There may be one or more addenda to this solicitation. If your company desires to receive copies or notices of any such addenda, you must provide the information requested below to City Procurement. Please send this information to Michael F Hauer via e-mail to procurement@alexandriava.gov. **The Director of Procurement will send addenda only to those firms which timely complete and return this form via fax or provide the requested information by timely e-mail.**

RFP number **00000104, Documentary Study and Archaeological Evaluation for Fort Ward Historical Park**

Company name _____

Mailing address _____

Phone number _____

Fax number _____

Contact person _____

E-mail address _____

Send amendments by (check one): fax e-mail

E-mailed addenda will be sent in a Microsoft Word format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the City Government.

Addenda also will be posted on the City Government Procurement web site
<https://eprocare.alexandriava.gov/bsollogin.jsp>.

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PART 1 - SCOPE OF WORK

REQUEST FOR PROPOSAL (RFP) #00000104

DOCUMENTARY STUDY AND ARCHAEOLOGICAL EVALUATION FOR FORT WARD HISTORICAL PARK

1) Introduction/Overview

a) Purpose/Objective of This RFP

The City has issued this Request for Proposal (RFP) for the sole purpose and intent of obtaining responsive proposals from responsible Archeological Consultants for a Documentary Study and Archeological Evaluation of Fort Ward Historical Park.

The anticipated work will be conducted over the course of three (3) consecutive stages with specific delineated tasks, and dependent on the availability of funding. This RFP will provide prospective Proposers with the knowledge of previous historical research and archaeological work on this site. It will specify goals to be accomplished and reports to be produced during the first and second stages of the project. The key elements of the first stage include: conducting historical research, developing the historical context for interpretation of the site, preparing a report that integrates the site specific history with the contextual history of the region and country, completing an Archaeological Evaluation and report on specific site areas, and updating the *Inventory of Historical Resources* that currently exists in draft form. One of the key elements of the second stage will be completing the Archaeological Evaluation and report on the remainder of the property. Additional general goals for the second stage as well as general goals for third stage will be outlined, but will not be as specific. The tasks and requirements for these later stages will be dependent upon the findings of the first and second stages and negotiated with the successful Consultant after the initial research and investigations are completed. Deliverables will be described, and requirements for the proposal will be delineated.

The currently available budget for beginning the first stage of the project is approximately \$45,000. It is anticipated that funding for the remainder of the first stage will be allocated in the City's budget for Fiscal Year 2011 and that a third stage of funding will be available in Fiscal Year 2012.

b) Contemplated Term of Any Contract Awarded As A Result Of This RFP

If an award is made, the City will award a contract for a period of one (1) year with the Director of Procurement having the sole option and discretion of renewing this contract for two additional one (1) year periods.

c) Background

The City of Alexandria, Virginia (City) is an urban community of 15 square miles and 140,885 people. With its stable residential neighborhoods, its historic districts, and its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses.

The City of Alexandria owns Fort Ward Park at 4301 Braddock Road, a property of nearly forty-three (43) acres managed by the Department of Recreation, Parks, and Cultural Activities. (Figure 1 on map) The historical section of the park, a thirty-six and a half (36.5) acre parcel, was recognized as a significant historical site with placement on the National Register of Historic Places in 1982. The Fort Ward Historic Site and Museum on this parcel are operated by the Office of Historic Alexandria. A parcel of a little over one (1) acre at the northeastern corner of the park and a western five (5) acre parcel, which includes playing fields, are not part of the current project area.

The nomination for National Register designation highlights the role that Fort Ward played in the Civil War, when it formed one of the strongest links in a chain of one hundred sixty-four (164) forts and batteries protecting Washington D.C., from the Confederate Army. The reconstructed northwest bastion of the Civil War fort, reconstructed officers' quarters and Fort Ward Museum, along with the visible remnants of the original perimeter embankments, bombproofs, outlying gun battery and rifle trench serve as focal points for historical interpretation in the park. There are, however, other cultural resources that are not obviously visible. The property contains buried evidence of other Union Army activities, traces of Native American occupation, and an African American neighborhood known as "The Fort" that thrived on the site for at least from Reconstruction after the Civil War until the park was created in the early 1960s. The African American community included homes, other buildings such as a schoolhouse/church, and family cemeteries. (Figures 2 and 3 on map)

A number of archaeological sites within Fort Ward have been registered with the Virginia Department of Resources. Site 44AX90 includes the entire thirty-five (35) acre historical parcel of the park, while other sites registered within this parcel focus on specific types of resources. Site 44AX36 is a Native American site just north of the fort's northeast bastion. Site 44AX155 encompasses the barracks, mess hall and possible trash areas east of the fortification, and 44AX153 is an area of gravestones, called the Old Grave Yard in a historical deed, just south of the Oakland Baptist Church Cemetery.

The park has served as a gathering place where residents and visitors currently learn about Civil War history, engage in passive recreation activities, picnic, and enjoy the access to nature and open space that the park provides. It serves as the City Arboretum, and until recently, a primary maintenance facility for the Department of Parks, Recreation, and Cultural Activities was located on the property. During the summer, approximately 5,000 to 10,000 people visit the park each month, in addition to those who attend Civil War re-enactments, the

Music at Twilight series, and Jazz Festival events. Given this intense use, research and archaeological work to locate, identify and evaluate the full range of cultural and historical resources in the park is one of the first steps in planning for the future to ensure their protection.

The preservation and reconstruction of Fort Ward, acquisition of the parkland, and creation of the museum were the City's projects for celebration of the 100th anniversary of the Civil War. Now, to commemorate the 150th anniversary, the City seeks to study and recognize the entire cultural history of the park and to locate resources for management and interpretation.

d) Historical Research and Report Overview

Documentary research to be conducted will focus on filling in the gaps that exist in our understanding of the history of the site and on developing a historical context for its interpretation. The consultant shall develop a full cultural and landscape history and shall identify significant themes and time periods through the research and articulate them in a historical report. The report will incorporate previous and on-going research (see Section 1e below) and will reference the full range of history at Fort Ward Park, including Native American occupation, antebellum rural life, the Civil War, the African American community with information on origins prior to the war as well as changes that occurred from Reconstruction through the mid-20th century, and City acquisition of the property/creation of the park. The research results will include updating and developing overlay maps for the different time periods that indicate spatial information (eg. locations of known sites, fortifications, structures, family ownership of different parcels, environmental features, burials and cemeteries, etc.). The overlays will both illustrate the nature of the area and community at different times and form the basis for making recommendations regarding areas of potential archaeological significance, which may then be tested, evaluated, and/or interpreted.

A major focus of both the research and the report narrative will be to provide insight into the African Americans who gained ownership of the land during and following Reconstruction, to illuminate their contributions, and to understand and interpret the significance of the community and life in the neighborhood within the context of the larger economic, social, and political history of the immediate area (called the "Seminary"), the region and the country. The report shall be a document for the public, meaningful to the descendant families, many of whom still reside in Alexandria today. For additional information on outstanding research issues and report requirements, see Section 5c.

The project shall include a historian to write the context and interpret the culture history and a genealogist to research the families at The Fort. The historian shall have demonstrated knowledge of and expertise in African American history with scholarly publications and/or experiences teaching courses on freedmen, Reconstruction, and 20th-century African Americans in the upper South and Virginia. The genealogist shall have demonstrated experience in African American genealogical research in Virginia.

e) Historical Research Conducted To Date

A great deal of research has been done on the history of Fort Ward Park and the larger surrounding historic 19th-century area called “The Seminary.” Fort Ward Historic Museum and Site has an extensive documentary, cartographic and image collection primarily associated with Civil War history. Research by Alexandria Archaeology in the early 1990s, and resuming again in the last few years by community members, has amassed a great deal of information about the African American community at “The Fort” from the 1870s into the 1960s. The City’s 2009 formation of a History Working Group for Fort Ward has promoted a continuation and expansion of the research effort and has helped maintain communication between the various researchers. This post-Civil War research is housed at the Alexandria Archaeology Museum and at people’s homes. In addition, several oral histories on the Alexandria Archaeology web site, alexandriarchaeology.org, provide insight into this community in the 20th century. Data and research related to the City of Alexandria’s actions are at the Fort Ward Museum and in a community member’s home.

A draft *Inventory of Historical Resources, Fort Ward Park*, including overlay maps using historical maps and aerial photographs, has been prepared that organizes the currently known historical information spatially according to themes and time periods. Electronic copies of GIS files for these sources and overlays are included in the inventory and will be provided to the consultant. A digital copy of this draft will be made available upon request at archaeology@alexandriava.gov, or by telephone at (703) 746-4399 so that prospective Proposers may get an idea of some of the work that has already been completed. As indicated in Sections 5c, 6 and 9, the current project calls for producing an updated version of the inventory.

The following list includes some of the additional available sources and documentary research conducted on Fort Ward. It is organized according to the different time periods/themes that will be addressed in this project:

- Pre-Colonial/Native American:
 - VDHR site registration form and field records, 44AX36
- Civil War:

Themes and available primary and secondary sources relating to Fort Ward’s Civil War history are listed below:

- Overview of the Defenses of Washington to provide context for Fort Ward:
 - A Report on the Defenses of Washington to the Chief of Engineers, U.S. Army*, by Gen. John G. Barnard, 1871.
 - A Historic Resources Study of the Civil War Defenses of Washington*, Parts I and II, NPS, 2004.

- Mr. Lincoln's Forts: A Guide to the Civil War Defenses of Washington* by B. Franklin Cooling III and Walton H. Owen II, 2009.
- The Defenses of Washington during the Civil War* by David V. Miller, 1976.
- The Men of Fort* by William J. Miller, 1989.
- Historical Report on Fort Ward* by William D. Hershey, 1963.

- o The building and history of Fort Ward:

- Barnard's *Report*
- Mr. Lincoln's Forts*
- Letterbooks of the Defenses of Washington*, RG 77, NARA
- "Fort Ward 1861-1865" from Hershey's *Historical Report*, 1963
- Defenses of Washington reference files in Fort Ward library
- photographs and engineer plans in the National Archives: 1862 and 1864 plans of Fort Ward; 1865 Gate plan; Quartermaster plan; view of Fort Ward barracks and 100 pdr; Parrott Rifle in the Southwest Bastion.

- o Troops stationed at Fort Ward and army life at the fort:

- Miller's *The Men of Fort Ward*
- Mr. Lincoln's Forts*
- miscellaneous soldiers' accounts from letters, memoirs and diaries; regimental histories in the Fort Ward Museum and library collection and other reference collections.
- Letterbooks—Letters of the Defenses of Washington, RG 77, NARA.

- African American Neighborhood

The following list presents the research already completed on the African American history. Although this list is not complete, it does include most of the major work conducted. Names of the volunteers who have conducted the research follow each entry on the list, when applicable.

- o Historical maps and aerial photos, including: Civil War maps, eg. Environs of Washington, 1864-6; G.M. Hopkins, 1878, 1894; aerial photographs, 1927, 1937, 1949.
- o Most deed research with chart associating key dates and names with each parcel. Additional deed information with Dave Cavanaugh.
- o City directories, entries from 1888-89-1842, and from the 1950s and 1960s with household name and address. Collected by Elizabeth Drembus and Tom Fulton.

- Transcriptions of U.S. Census, 1870-1930. Some interpretations of census data. Collected by Tom Fulton and Elizabeth Drembus.
- Copies of some death certificates providing biographical information.
- Some voting registration records. Collected by Dave Cavanaugh.
- Some pension and service records. Collected by Dave Cavanaugh.
- Information and context for African American Episcopalians, including St. Cyprian's and Meade Memorial and their relationship to the Virginia Theological Seminary located across Braddock Road from Fort Ward. Collected Julia Randle.
- Excerpts from the Launcelot Minor Blackford Diary (1870-1914) from the Seminary. Collected by Dave Cavanaugh and Tom Fulton; also some at Alexandria Archaeology from Pat Knock's earlier collection.
- Some minutes of the Seminary governing board researched by Tom Fulton.
- Some employment information from the Seminary. Collected by Dave Cavanaugh
- Information and some context for Oakland Baptist Church located near Fort Ward and founded by some of the Fort neighborhood members.
- Oral histories from people who lived at The Fort or knew family and friends there. (Interviews from Elizabeth Douglas, Mary Crozet Wood Johnson, Sgt. Lee Thomas Young, Dorothy Hall Smith and Barbara Ashby Gordon, Maydell Casey Belk, Julia Adams Brady, Edmonia McKnight, Charles McKnight available on line at www.alexandriaarchaeology.org).
- Some family photographs at Alexandria Archaeology
- Genealogical information on some families, most of which is at Ancestry.com.
- Map of disturbed and previously investigated areas in the park; VDHR site registration forms.

- Court case information associated with first African American property ownership in the 1870s and 1880s.
- Timelines authored by Dave Cavanaugh and Tom Fulton.
- A historical overview by Tom Fulton.
- Some information about African American schools and education in Alexandria and Fairfax— Collected by Tom Fulton, Dave Cavanaugh, Elizabeth Drembus.
- Annotated notes from Maddy McCoy on specific families both prior to and after the Civil War
- A great deal of information from descendent families, some of which is being put together currently. This information includes family names, Virginia counties thought to be associated with the families, and some information about burial locations of family members at Oakland Cemetery, the Jackson family cemetery in Fort Ward, other cemeteries beyond Fort Ward.
- A great deal of research conducted by Dave Cavanaugh on African American history of the larger Seminary area that incorporates Fort Ward, including: the Seminary School, The Woods family, Mrs. Elizabeth Douglas and family, the Virginia Theological Seminary, Elite Homes and occupants such as Menokin and Cassius Lee.
- City Acquisition, Park Creation and Ownership:
 - Deeds and property acquisition information.
 - A summary of City actions and discussions by Glenn Eugster acquired through City Archives research.
 - Information on City actions from City Council records—Glenn Eugster
 - The City's preservation of Fort Ward and restoration of the Northwest Bastion and other reconstructed structures, as discussed in:
 - "Reconstruction of the Northwest Bastion"* from Hershey's *Historical Report*.
 - Archaeological Report on Fort Ward* by Edward McM. Larrabee, 1961.
 - Administrative City documents in the Fort Ward Library detailing the excavation and restoration of the Northwest bastion.

--Information on archaeological testing and monitoring from 1991 to the present.

f) Archaeological Evaluation Overview

The goals of the Archaeological Evaluation are to locate, identify and evaluate the full range of historical and cultural resources in the park for preservation and interpretive planning purposes. The fortification is to remain protected, and is not part of the area to be evaluated. While there have been a number of project-specific investigations and a preliminary inventory of cultural resources has recently been completed, the area has never been systematically surveyed. The current three-stage project seeks to complete a full survey in order to identify locations of resources, evaluate their significance, and recommend preservation and interpretive actions for areas of significance. Section 1g below lists previous archaeological work, and Section 6 includes archaeological tasks for each stage of the three-year project. Section 7 provides specifications for conducting the archaeological investigation.

g) Archaeological Investigations Conducted To Date

The following list delineates the previous archaeological investigations conducted in Fort Ward Park. Note that the artifacts recovered from all the archaeological work at Fort Ward are maintained and curated by the City of Alexandria's Office of Historic Alexandria using contemporary museum practices and archaeological standards. The 1961 collection is in the Fort Ward Museum, and post-1961 artifacts and field notes are at the Alexandria Archaeology Collection Facility.

- Excavations in 1961 concentrated on the collection of accurate information for the reconstruction of the northwest bastion of the fort.
- In 1979, the City archaeologists as part of the Alexandria Regional Preservation Office completed a reconnaissance-level survey of the park that resulted in the discovery of an American Indian site.
- City archaeologists returned in 1991 to conduct a 30-year anniversary excavation to uncover evidence of the Civil War period—the ditch and a barracks on the east side of the fort.
- On an ongoing basis, the City archaeologists monitor ground-disturbing activities and survey parts of the park slated for construction to ensure that no significant cultural resources are disturbed.
- In October 2009, a ground penetrating radar survey was conducted in areas where historical documents, oral history interviews, and several extant gravestones indicated the presence of potential burial locations.

The GPR survey report will be made available to all applicants upon request (archaeology@alexandriava.gov, 703-746-4399). As shown in Figure 4 on the map, the survey identified thirty-eight (38) possible burial locations: twenty-one (21) in an area identified as the Old Grave Yard where several gravestones were still extant, seven (7) in an area identified as the Jackson family cemetery, and ten (10) in the former Department of Recreation, Parks and Cultural Affairs maintenance yard.

h) Method of Source Selection

The City is using the Competitive Sealed Proposal methodology for source selection, as authorized by the City's Procurement Code, for this procurement.

An award, if made, will be made to the responsible Proposer whose offer 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 if deemed appropriate, the City may conduct discussions with all responsible Proposers, determined to having a propensity of being selected for award, for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

i) 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.

<u>Event</u>	<u>Date</u>
RFP Issued	April 7, 2010
Pre-Proposal Conference	April 21, 2010
Last date to submit questions	April 28, 2010
Addendum Issued to Answer Questions	April 30, 2010
Proposals due	May 5, 2010
Anticipated Award	May 21, 2010

2) **Required Qualifications**

a) Minimum (General) Criteria the City Government Will Use to Determine the “Responsibility” of Each Proposer

These include:

- Demonstrate in its proposal response and in any subsequent discussions a clear understanding of the City’s needs and proposed approach to the project.
- Possess the ability, experience, capacity, skill, and financial resources to fulfill the requirements of any resulting contract.
- Proposer must be able to take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely.
- The Proposer must have performed satisfactorily in previous contracts of similar size and scope; or, if the consultant has not performed a contract of similar size and scope, the consultant (and/or its team members) otherwise must have demonstrated its capability to perform the contract the City seeks to establish through this RFP.
- If applicable, be properly licensed under the applicable laws of the Commonwealth of Virginia, and if applicable, the City of Alexandria.

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

- Consultant must have available a Historian with demonstrated expertise in and knowledge of African American history and scholarly publications on freedmen, reconstruction, and 20th-century African Americans in the upper South and Virginia and with a PhD preferred. (Note: This historian, hereinafter referred to as an African American history specialist, will research the historical context for interpretation of the area and will integrate the site-specific history with the historical context, highlighting the significance of the site with reference to the economic, social and political history of the area, region and country. While this historian may be responsible for some or all of the site-specific research, it is also acceptable for a second historian, hereinafter referred to as the project historian, to research and writes the site-specific history.)
- Consultant must have either on staff or as a sub-consultant a genealogist with experience and demonstrated success in investigating the history of African American families in Virginia.

- Consultant must have either on staff or as a sub-consultant individual(s) with extensive expertise in metal detection and in situ grave identification.

3) **Required Performance Outcomes—Overall Goals**

These include:

- Completion of the historical research and context
- Location, identification, and evaluation of the full range of historical and cultural resources within the park and the articulation of recommendations for preservation and interpretive planning
- Completion of required reports at all stages of project

4) **Constraints on the Consultant**

These include:

- Must work within the budgetary limitations denoted herein.
- Must coordinate archaeological fieldwork with the Fort Ward museum staff and the Fort Ward park manager to ensure that there is no conflict with scheduled activities.

5) **Consultant's Responsibilities**

- **Comply with standards for archaeological investigations**

All aspects of the investigation will comply with the *City of Alexandria Archaeological Standards*, the *Guidelines for Conducting Cultural Resource Survey in Virginia*, and the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*.

- **Attend monthly meetings to provide updates on research and investigations**
- **Conduct historical research and complete historical report(s)**

The first step in conducting the documentary research will involve copying/scanning and becoming familiar with all of the research conducted to date, as outlined in Section 1e, and will necessitate visits to the City repositories as well as to the homes of two to three community volunteers. These individuals have collected extensive information on the area.

The project budget shall include at least five meetings with researchers and members of the descendant community to copy and/or scan the documents. The project historian will incorporate the previous property and family research into the historical report. All documents copied will be organized and indexed, and scans will be labeled and organized on a CD to be submitted with the collections.

This initial work will be followed by conducting research to fill in gaps in knowledge about the area and by completing the historical report(s). The consultant shall develop a full cultural and landscape history and shall identify significant themes and time periods through the research and articulate them in the historical report, as described in Section 1d. Alexandria Archaeology will confer with the successful proposer to determine if two separate reports will be prepared (one written by the project historian on the site-specific history and one written by the African American history specialist on the context integrated with the site-specific history) or if these topics will be covered in a single report.

The paragraphs below indicate historical report topics, outstanding research needs, and some research questions for the various time periods and themes. The research needs and questions shall be refined, and new ones proposed, by the African American history specialist and the project historian throughout the course of the project based on professional knowledge of the subject matter and on information discovered during the course of the research. The historical report(s) shall be completed by November 1, 2010, and shall minimally address the research issues described below.

- a) Pre-Colonial/Native American: Identify locations on the property where pre-Columbian sites of different time periods may be expected, based on predictive models for Native American settlement.
- b) Colonial and Ante-Bellum: Complete the deed and other historical research and place in the context of the history of the region
- c) Civil War: Summarize the Civil War history at the fort according to the themes and sources presented in Section 1e. Note that a full Civil War history is not required because of the abundance of information already available at Fort Ward.

See African American Community—Families and Community Activities section below for research into contrabands, freedmen, and the U.S. Colored Troops (CSCT) at the fort and in the Seminary area.

- d) African American Community: Research shall focus on gathering information to complete a rich narrative on the history of the African American community, its origins during or after the Civil War, the contributions of the people and development of the neighborhood

(including educational and religious institutions) from the first settlement until the mid-20th century, and the continuity and strength of the family and descendants, many of whom still live in Alexandria today. The story shall be told against the backdrop of the economic, political, social, and religious history of the region and country throughout this time period, before, during and after the Civil War through the 20th century. The outstanding research goals fall into three main categories: 1) historical context to provide a larger picture for the interpretation of the development of and life in the community, 2) information pertaining to spatial organization of the community that will determine archaeological needs and will allow for preservation and interpretation of specific areas on the site, and 3) information on community activities and on the individuals and families who were part of the neighborhood. These categories are not mutually exclusive, but have considerable overlap. The avenues of research and research questions developed to date for each of these categories are presented below. Contextual Information (To be researched and written up by specialist):

Conduct historical research on African Americans during and after the Civil War, and in the late 19th and early to mid-20th century in the Seminary neighborhood, Northern Virginia and the Washington D.C. metropolitan area in order to place the Fort's founders and subsequent generations in this place into a larger context. Place the site-specific history in the context of what is occurring with regard to freedmen during the Civil War and Reconstruction and in the context of what happens later with regard to Jim Crow laws, segregation, and civil rights. Research questions include: What conditions or political and economic events during and after the Civil War influenced the settlement of African Americans near the Seminary and the development of the community at Fort Ward? What were the effects of Jim Crow laws and segregation on the community? Specific research issues include: the rise of African American neighborhoods and communities, African American education, churches, and voting, and others presented below. The African American history specialist will use this knowledge and integrate the project area history into the report to provide broader meaning into and highlight the significance of the Fort Ward community.

e) Spatial Information: Complete gaps in the deed research and produce a chain-of-title for each park parcel purchased by the City of Alexandria to provide the spatial information necessary for archaeological work, preservation and interpretation. Gaps appear before the Civil War, as well as from the 1920s to early 1960s. Obtain hard copies of new deeds and index all available hard copies of the deeds.

Prepare GIS overlay maps that show family ownership and possible resources (structures, landscape features, cemeteries, etc.) by period. Use aerial photos and associate census and directory data to parcels and structures on GIS maps.

Examine road systems in the Seminary area to understand their continuity and possible connections to other areas.

Produce maps and annotated information to detail the political jurisdiction in which Fort Ward was located over time and what documents can be found in specific archives. Note: changing jurisdictions cause complications in determining location of research documents.

f) Families and Community Activity Information: Conduct research on the contrabands'/freedmen's community in the Seminary area during and immediately after the War. Is it possible that former slaves were living and/or working on or near the Theological Seminary and Fort Ward (involved in building or rebuilding the fort, cooking or doing laundry for soldiers, nursing at the Seminary hospital, etc.)? How many refugees were there? What was life like for them? Research the treatment (both positive and negative) of people near the Seminary by U.S. soldiers, military government, etc. Possible sources include Freedmen's Bureau Records (including Freedmen's Village records, bank records, and hospital records), correspondence, and U.S. Army Continental Commands. Contact Wally Owen and Susan Cumbey (Fort Ward staff) and Dave Cavanaugh and Tom Fulton (community volunteers) prior to beginning this research and during the course of the project to avoid duplicating previous research efforts and to ensure proper interpretation of findings.

Conduct research into the origins of the families of The Fort community. One of the major research questions is: What is the county (or more specific place) of origin of the Fort Ward families? It is particularly of interest to determine whether the Fort families moved into this area before of after the Civil War, and if any fled during the War to become contrabands or freedmen. Were any of them free blacks? Did they work for local property owners, or did they move from Fauquier and other counties during the Civil War? If they migrated to the area, what routes would have been taken? If they were enslaved, can they be identified by wills, deeds, or other documents? Given the length of time after the War that it took for people to gain freedom in counties like Fauquier, Freedmen's Bureau research and secondary literature may help understand how The Fort's first generation was freed and may provide clues into family information.

Conduct additional research to understand how the first African Americans gained ownership of the Fort Ward land.

What is the context and meaning of court orders (chancery case Hooe vs. Hooff) leading to African American property ownership at Fort Ward?

Identify families and individuals associated with “The Fort.” What was life like for them—occupations, land use at Fort Ward, religious affiliations, education opportunities, length of life, infant mortality, role of women, legal issues, etc.? Develop a data base of individuals who lived on the Fort Ward property that indicates birth, death, place of burial, and any other noteworthy facts—such as spouse, occupation, contributions, etc. The data base will be updated throughout the course of the project, as information becomes available.

Work on genealogies and kinship charts of Fort families on an on-going basis throughout the course of the project. Historical overviews should also be provided for families. It is expected that the charts and overviews will expand with additional research phases.

Conduct research into death dates, and obtain death certificates and burial records on The Fort families to determine who was buried at Fort Ward or the Seminary area (as well as place of birth). Members of the descendant families may be particularly helpful in this endeavor. As dates of death become available and are added to the data base, order death certificates from the records in Richmond. This shall be done on an on-going basis throughout the course of the project. It is recognized that this is a laborious process, and consultation with Alexandria Archaeology can assist in determining need.

Conduct additional research into the relationships between the fort families/individuals and associated religious institutions. Oakland Baptist Church (known to be founded by some of the fort residents but the original church location is unknown); St. Cyprian’s Episcopal Church (located on in the old schoolhouse on Fort Ward property and associated with the seminary and later with Mead Memorial, which may have information on those who provided services and Sunday School teachers, etc.); and the Free Methodist Church, which owned five (5) acres of Fort Ward land. Julia Randle, the archivist for the Virginia Theological Cemetery should be consulted.

Conduct research into the African American school (Fairfax County, Falls Church School District) on Fort Ward property and place in the context of African American education in the area and region. Are there lists of teachers and students, and information about funding education, construction, and maintenance?

Obtain the following historical documents: tax records from Fairfax County for owners/occupants before 1952 and from City of Alexandria after that date, agricultural censuses, additional voting and pension records, and any extant Fairfax County directories, if not already collected by community volunteers.

g) City Acquisition, Park Creation, and Ownership: Summarize information on this topic collected by Glenn Eugster. See Section 1e of this RFP.

Conduct additional research into the context of the City's creation of the park, its effect on the African American community as well as on preservation of the site?

d) Complete Archaeological Fieldwork and Reporting Requirements

- Locate, identify, and evaluate of the full range of historical and cultural resources within the park during the first two stages of the project. Complete Archaeological Evaluation reports at the end of each stage of field investigation.
- Excavate selected areas/sites as needed for interpretive or preservation purposes, and produce final site reports.
- Articulate recommendations for preservation and interpretive planning—on-going throughout the course of the project.

e) Update and Complete the draft *Inventory of Historical Resources*

- Produce an updated version of the draft *Inventory of Historical Resources* and associated GIS maps that incorporate the findings of the historical research and archaeological findings. (Note: Initial update and production during first stage. Additional updates on-going throughout the course of the project.)

6) Task for Project Stages

Note that current funding levels allow for the completion of Task 1-1 and Task 1-2 of Stage One. Completion of other tasks in Stage One as well as tasks for Stages Two and Three is dependent upon funding in the City's Fiscal Year 2011 and 2012 budgets. The proposed budget should indicate how much of the currently available funds will be needed for completion of Tasks 1-1 and 1-2 and how much will be applied to the other tasks of Stage One.

- Stage One

The schedule and dates for the completion of the work are indicated. Work to begin within ten days of notice that funding is available; to be completed within three months of the start date with a projected completion date of October 1, 2010.

Task 1-1: Conduct Historical Research and Complete Historical Report

- a. Meet with community volunteers and descendants and visit City repositories to collect and become familiar with previous research. Scan and/or copy necessary documents.
- b. Conduct additional research, as indicated in Section 5c.
- c. Organize and index all documents collected.
- d. Research and write historical context. (Context for Freedmen and African American community to be researched and written by specialist, as indicated in Section 2.)
- e. Update GIS maps with newly collected/analyzed historical information by period/sub-period.
- f. Research family genealogies (to be done by specialist, as indicated in Section 2).
- g. Develop data base of individuals associated with property and write family histories; update and obtain death certificates, as information becomes available.
- h. Complete Historical Report(s) with interpretation of The Fort community in the larger context by the African American history specialist.

Schedule: Work to begin within ten days of signing of contract; draft of historical report to be submitted to Alexandria Archeology for review by September 15, 2010; final report to be completed by November 1, 2010.

Task 1-2: Update the Inventory of Historical Resources

- a. Revise GIS maps and update the inventory based on new historical information
- b. Collect data for required appendices and produce the updated inventory.

Task 1-3: Conduct Archaeological Evaluation of Selected Site Areas

- a. Conduct archaeological fieldwork to identify locations of burial sites and limits of cemeteries, considered the most sensitive areas within the park. Locate and evaluate the sites of the African American schoolhouse/church and the earliest known African American home on the property (See Figures 2, 3 and 4; *Inventory of Historical Resources*, and *Fort Ward Cemetery Ground Penetrating Radar Survey* reports).
- b. Complete laboratory work and analysis.
- c. Complete Archaeological Evaluation Report on the results of this fieldwork.

Schedule: Work to begin within ten days of notice that funding is available; to be completed within three months of the start date with a projected completion date of October 1, 2010.

Task 1-4: Update National Register and VDHR site forms.

Task 1-5: Attend Monthly Meetings to provide updates on research and investigations

Task 1-6: Contribute to Public Interpretation of Site

- a. Complete public summary
- b. Produce PowerPoint on the first stage of work and present results at a public lecture.

Task 1-7: Prepare detailed proposal and budget for second stage of the project, incorporating the tasks specified below as well as others determined in consultation with the City.

- Stage Two

Task 2-1: Archaeological Evaluation

- a. Locate, identify and evaluate cultural resources in areas of potential that were not tested in the first stage. All areas of the historical park, with the exception of the fortification, will be archaeologically tested—Phase I and II excavations—by the end of the second stage. (Fieldwork may focus on refining information about grave locations, and shall include locating and evaluating other potential site components of the park, including Native American occupation, use prior to the Civil War, other possible

cemetery or grave areas that are identified as a result of the documentary research, other aspects of the African American neighborhood--such as house and outbuilding foundations, wells, privies, and landscape features, and evidence of Civil War activities outside of the fortifications.)

b. Complete evaluation of areas tested in the first stage, if necessary.

c. Complete laboratory work and analysis.

d. Complete Archaeological Evaluation report, including a public summary.

Task 2-2: Update and finalize the Inventory of Historical Resources, revise GIS maps based on archaeological work and any new historical information collected. Produce the final document.

Task 2-3: Continue historical research, including on-going development of data base and family histories, with specific additional research issues, parameters, and questions to be determined with City approval after the first stage of research.

- Stage Three—General Tasks

Task 3-1: Continue historical research, including on-going development of data base and family histories, with specific additional research issues, parameters, and questions to be determined with City approval after the second stage of research.

Task 3-2: Complete excavation of all areas. (Fieldwork may focus on recovery of information to further delineate and interpret the resources with excavation requirements determined with City approval when results of second stage investigations are available.)

Task 3-3: Make recommendations for preservation of significant resources (Stewardship Plan) and prepare an Interpretive Plan.

Task 3-4: Deliver all project materials from the historical and archaeological work from the three stages to Alexandria Archaeology for curation. This includes all artifacts, field notes and records, and photographs and historical documents (hard copies organized and indexed; digital images organized and labeled on a CD).

7) Specifications for Survey, Excavation, Laboratory Work, and Curation

Survey and excavation will be conducted in a public park owned by the City. City vehicles may require access to places on the site that are located in or near the excavation areas. Consultants shall coordinate all work locations and times with the Park Manager.

It is anticipated that the archaeological work will include metal detection, shovel tests, excavation units, and mechanical scraping/stripping in trenches and/or blocks. It should be noted that the metal detection and shovel testing needs to be conducted in areas of potential prior to any mechanical stripping/scraping. If significant resources are discovered relating to Native American occupation, Civil War activities, or the African American neighborhood, additional work will be done to investigate these areas by excavating test units prior to trenching or scraping.

In addition, it is important to note that there could be evidence of ritual placement of objects on top of graves. Shells and everyday objects, including mirrors, broken glass, broken pitchers, tureens, coffee cups, ornamental vases, teapots, glass lamps, mayonnaise jars, medicine bottles, and other bottles, are often found on top of graves in African American cemeteries. Researchers have suggested that these objects serve as offerings or sanctified testimonials of homage. The tradition can perhaps best be understood in the context of folk belief and the spirit world, and can be traced to African origins. According to oral historical accounts, the practice relates to providing the dead with material goods for use in the after-life and insures that the spirit rests and does not wander. If artifacts are found that suggest the presence of spiritual/religious offerings, they will be left in place and recorded; no further stripping shall occur.

All excavation units (including metal detection hits, shovel test locations, three-foot square units, trenches and stripped areas) and identified features will be surveyed in with a total station. All Horizontal locations are to be NAD 83 shown on the Virginia State Plane Coordinate System (North Zone) and all vertical locations are to be NAVD 88. In addition, the site coordinates are to be tied and referenced to two permanent monuments, each of which will have been located on the aforementioned coordinate systems. This is especially important with regard to the graves that are discovered to ensure that the locations are properly recorded, so that they can be protected, and possibly marked, in the future. A CAD document will be prepared with survey information.

a) Metal Detection: A metal detecting survey will be conducted across the project areas that have potential for the recovery of Civil War artifacts outside of the fortification. Two stages of metal detection may be required. The first stage will be done across the ground surface, and all finds will be identified and recorded. If stripping is to occur in an area of potential, a second stage of metal detection will be done, with the identification and recording of all finds and features after the supervised removal of the

topsoil using a backhoe with smooth-lipped bucket. For each stage, the survey will be conducted by walking transects with a sweep of approximately five feet centered on transects five feet apart. The area should be detected at least two times during each stage, preferably using transect grids that are perpendicular to each other. The personnel conducting this work must have demonstrable experience and ability to identify sites, such as short-term military camps that leave only sparse evidence in the ground. It is desirable that the archaeologists engage an experienced and reliable metal detecting hobbyist to help conduct this survey, but this person(s) must be accompanied by the project archaeologists at all times. The archaeologists will dig up all positive metal targets and will create a base map indicating all locations with artifacts. An inventory of all artifacts recovered will be prepared, and the base map will be keyed to allow for a differentiation between significant and insignificant finds.

b) Shovel Test Excavations: Initial investigation will involve the excavation of shovel test pits (STPs) placed in a systematic grid pattern, generally using a sampling interval of at least thirty (30) feet across the project area. Note that in some of the areas of greater potential, a closer interval for the STPs may be used. In addition, the number of STPs should be limited in areas identified as possible burial locations, and in the more likely grave areas, no STPs should be excavated. If significant archaeological resources are found in the initial STPs, additional STPs will be excavated to delineate the extent of the potentially significant resource areas. Placement of these closer interval and additional STPs will be determined in consultation with Alexandria Archeology.

In addition to testing for locations of significant features and facilitating the collection of a sample of artifacts, the shovel test excavations will provide a better understanding of the soil stratigraphy and insight into the thickness of soil that will need to be scraped off across the site in order to expose the top of the subsoil, where grave shafts and other features can be identified. It should be noted that there may be places where the STPs will not penetrate the fill. If this occurs, fill will be removed to the top of the buried topsoil/surface layers, and metal detection and STP excavation will be done after removal of the fill.

Each STP will be a cylinder, at least one foot in diameter at the top and bottom, and excavated by natural soil layers to the level of culturally sterile subsoil, unless it a feature is discerned. If a feature is suspected, it is imperative that excavation of the shovel test be terminated, because feature soils may be indicative of the presence of a grave shaft, which should not be excavated. The shovel test area should be noted as a possible burial location, to be further investigated during the scraping stage of excavation.

Soil excavated from STPs will be screened by soil layer through a 1/4-inch mesh, and artifacts recovered will be bagged according to stratigraphic level. A standardized data form for each STP will record the location, the soil profile, and the cultural material recovered from each layer. Excavations will be backfilled following recording of the data.

The results of the STP excavations will be plotted on an archaeological base map. These results will be communicated to Alexandria Archaeology. Locations requiring further investigations with test squares will be decided in consultation with Alexandria Archaeology.

c) Unit Excavations: Three-foot square units will be excavated to test potentially significant archaeological features and resource areas. As with the STPs, the test squares will be excavated stratigraphically by natural layer and the soil screened through a 1/4-inch mesh. Artifacts will be bagged by stratigraphic level and the work will be documented with field notes, sketch plans, profiles, and digital and black and white photographs. Any features encountered will be mapped and made available for inspection by Alexandria Archaeology. Since it is not known if the test squares will be necessary, they should be budgeted on a per-square basis and should not be included in the overall budget.

d) Scraping/Stripping, Trenches and Blocks: After completion of the metal detection and hand excavations, the topsoil will be scraped off using a backhoe with a smooth bucket blade (grading bucket) to expose the top of the subsoil, where grave shafts and other features can be identified. The City will supply the backhoe and operator. An archaeologist will monitor and direct the backhoe excavation at all times, stopping the backhoe operator whenever necessary to scrape the soil and insure that the backhoe is not cutting into natural deposits and grave shafts. It should be noted that in some areas where backhoe access may be limited due to the presence of trees, shovel scraping by hand may have to be substituted for the use of the backhoe. At the top of the subsoil, archaeologists will excavate by hand, scraping the surface with shovels and trowels to identify grave shafts and other features. The second metal detection survey will be done at this time. All grave shafts and other features will be drawn and photographed, and surveyed in using a total station. No burials will be excavated. A determination of whether to excavate any of the other features will be made in consultation with Alexandria Archaeology; if excavation is required, the methods described above for unit excavations will be used.

The scraping will be done in blocks and trenches around areas of documented features and/or graves and in potential grave areas. Placement and orientation of blocks and trenches will be finalized in consultation with Alexandria Archaeology after the metal detection and STP survey data is analyzed. Trenches will be 4 feet in width. It is important to note that the block and trench placements are to be modified

throughout the course of the fieldwork. For instance, if a grave is discovered in a trench, excavation of the remainder of the trench may not need to be completed, but additional scraping around the grave may be done to identify burials in the vicinity. Thus, scraping locations will be adapted to gain as much information about the extent of the burials or other identified features in that particular area. Decisions regarding the locations of all areas to be scraped will be made in consultation with Alexandria Archaeology.

e) Laboratory Work and Curation: Archaeological artifacts recovered from the project area will be cleaned, stabilized (if necessary), cataloged, labeled and packaged in accordance with the guidelines set forth in the *City of Alexandria Archaeological Standards*. At the conclusion of the project, all original photographs, negatives, slides, digital images, cassette tapes, videotapes, copies of historical documents, field notes and forms, other field records, as well as the artifacts will be delivered to Alexandria Archaeology. All digital images, including field and historical photographs and maps, will be labeled and submitted on a CD.

8) Consultant's Personnel Requirements

The Consultant's personnel and management to be utilized for this project shall meet the minimum qualifications as outlined in the *City of Alexandria Archaeological Standards*, and be knowledgeable in their areas of expertise. Specialists must meet qualifications in as described in Section 2. The City reserves the right to perform investigations as may be deemed necessary to insure that competent individuals will be utilized in the performance of this contract. Selected Consultant shall assign as many individuals as necessary to complete each assigned phase of the project on a timely basis, and each individual assigned shall be available for an amount of time adequate to meet the mutually agreed to timeline. Consultant shall not change the proposed key personnel unless the following conditions are met: (1.) Proposed replacements have substantially the same or better qualifications and/or experience. (2.) That the City is notified in writing as far in advance as possible. Consultant shall make commercially reasonable efforts to notify the City within seven (7) days of the change. The City retains final approval of proposed replacement personnel.

9) Required Deliverables for Stage One (1), Including Consultant's Reporting Requirements

Two copies of all reports will be submitted in draft for review by Alexandria Archaeology. After approval by the City Archaeologists, four copies of final reports, one unbound with original graphics, will be submitted. The reports will also be submitted in digital form on a CD.

a) Historical Report: Completion of the historical report, as described in Sections 1d, 1e and 5, is an essential first step because information is needed 1) to determine the testing strategy for subsequent stages, 2) to

target areas of highest potential for more intensive excavation, and 3) to provide a foundation for public interpretation. The report shall present the historical significance of the Fort Ward property and place it in the context of life in Alexandria, the region and the nation. The consultant shall develop a full cultural and landscape history and shall identify any other significant themes and time periods through the research and articulate them in the historical research report. Research conducted to date suggests that there are at least three major periods of significance: Native American occupation, the Civil War, and the African American community. There is minimal information available about historic settlement on the site prior to the Civil War.

The narrative shall highlight changes in land use through time and shall include sections that focus on the development and character of the neighborhood known as “The Fort” with reference to the families and family histories that are linked to this land and the Seminary area during the different time periods. Preliminary documentary work has suggested the following time periods and sub-themes associated with the history of the African American neighborhood: 1860s/70s to 1890s—founding families, 1890s to 1920s—building the community, and 1920s to 1950s—community during pre-civil rights era. The final historical period from the 1950s to the present includes the City’s acquisition of the property and the creation of the park at a time when the surrounding area was being subdivided and suburbanized. The historian for the project shall refine and define these and other periods or sub-periods of significance.

The report shall include maps and family photographs and shall be of use and interest to the general public. It will include an updated genealogical kinship chart based upon the information acquired for the research and a list of the names and dates of death of extended family members. Most importantly, the community history shall also be interpreted within the context of African American life in Alexandria and the region during Reconstruction and the first half of the 20th century. A historian familiar with these subjects (as described in Section 2 of this RFP) shall be part of the research and writing team for the project and shall research and write the historic context and integrate the meaning of The Fort’s history into the broader American story. The narrative shall incorporate the previous archaeological and historical research conducted by the Fort Ward Museum, Alexandria Archaeology, and community volunteers along with the results of the research conducted for this scope. The previous City work shall be included in appendices to the report.

b) National Register Nomination Form/Virginia Department of Historic Resources Registration: The National Register Nomination Form and Virginia Department of Historic Resources registration forms shall be updated to incorporate new information and shall be included as an appendix to the historical report.

c) Copies of primary documents collected: Copies of all the original primary sources (deeds, census documents, etc.) will be made, organized, and submitted to Alexandria Archaeology and will become part of the City's collection. Scanned documents will be labeled and submitted on a CD.

d) Inventory of Historical Resource and GIS Maps: The draft *Inventory of Historical Resources, Fort Ward Park* will be updated and produced in final form with all required appendices. This will include updating and refining text and the series of overlay maps. For the periods of significance related to the African American neighborhood, a map shall be produced for each significant period to illustrate the character of the community and to identify the families living in the neighborhood at the time. The updated maps will delineate land parcels and locations of additional structures that were identified during the course of the research, and will augment and correct information about the land ownership, residents, and use during the different time periods. The maps will be incorporated into the report, and will also be submitted digitally in a GIS format for use by the City.

e) Archaeological Evaluation Report: The Archaeological Evaluation Report will include the following: background information and a summary of the results of the documentary research relevant to the excavations (with reference to the full historical report); a map of the project area; a map with unit locations and significant features; a summary of the procedures; results of the field investigation and artifact analysis, including a distribution map or other graphics which indicate potentially significant archaeological areas; an integration of the field and analysis data with the historical record; and recommendations for preservation and interpretive actions, as well as additional work, if needed. The site map will also be submitted as a CAD document using the coordinates specified above.

f) Proposal and Budget for Second Stage: A detailed proposal and budget for the second stage of the project will be prepared, including recommendations for additional work in the areas excavated during the first stage, if deemed necessary and specific methods and strategies for accomplishing the second-stage goals.

g) Public Summary: A public summary will be prepared describing results of the work completed during the first year. The public summary will be approximately four (4) to eight (8) pages long with a few color illustrations. This should be prepared in a style and format that is reproducible for public distribution and use on the City's website. Examples of these can be seen on the Alexandria Archaeology Museum website.

h) PowerPoint Presentations: PowerPoint lecture(s) on the results of the first stage of work will be prepared and presented to the public. Given the findings, separate presentations by the African American history specialist, the project historian, and the archaeologist may be requested.

- Formats for Digital Deliverables:
 1. Photographs: .jpg.
 2. Line Drawings: .gif or .jpg as appropriate
 3. Final Reports/Public Summary: Microsoft Word, or PDF
 4. Oral History: Microsoft Word
 5. Catalogue: Microsoft Word, Microsoft Access or Microsoft Excel
 6. Other Written Materials: Microsoft Word, Microsoft Access or Microsoft Excel, or PDF as appropriate
 7. Overlay Maps: ArcGIS
 8. Site Map: CAD

10) City's Responsibilities under Any Resulting Contract

These include:

- The City Departments shall provide the contractor access to work sites.
- The City will supply the backhoe with an operator.

11) 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).

12) Terms and Conditions of Services Contract

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

PART 2

REQUEST FOR PROPOSAL (RFP) #00000104

DOCUMENTARY STUDY AND ARCHAEOLOGICAL EVALUATION FOR FORT WARD HISTORICAL PARK

INSTRUCTIONS FOR PROPOSAL

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

Submission Deadline: Sealed proposals must be mailed, hand-delivered, or submitted electronically within the City of Alexandria's e-procure system located at <http://eprocare.alexandriava.gov/bsol/>, no later than **4:00 P.M.**, Alexandria, Virginia local time, on **May 5, 2010** to:

City of Alexandria
Procurement Department
100 North Pitt Street, Suite 301
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 #00000104, "Documentary Study and Archaeological Evaluation for Fort Ward Historical Park**

The City does not accept faxed or emailed proposals. The City encourages respondents to submit their proposals electronically at <http://eprocare.alexandriava.gov/bsol/>.

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.

Submit one (1) original hard copy, and four (4) numbered exact duplicate copies on CDs in Microsoft Word Format) of the proposal.

2) Inquiries

Any interested party who has questions regarding this Request for Proposal is invited to submit their questions to the Procurement Department, attention Michael F Hauer via email to procurement@alexandriava.gov.

3) Deadline for Questions

It shall be the Offeror's responsibility to contact the Procurement Department with questions regarding this Request for Proposal. Questions will be accepted until **4:00 PM**, Alexandria, Virginia, Local Time on **April 28, 2010**. Official answers to questions will be furnished via an Addendum to this solicitation. Questions must be submitted to the attention of Michael F Hauer, CPPO, CPPB via email to procurement@alexandriava.gov. Verbal questions are not permitted.

4) Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held on **April 21, 2010** at the **City of Alexandria, 100 North Pitt Street, Suite 301, Alexandria, VA 22314**, beginning at **10:00 AM.**, Alexandria Virginia local time. All interested parties are urged but they are not required to attend this non-mandatory pre-proposal conference. Failure to attend this important meeting will not relieve the proposer 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 the City department requesting this service and the Department 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 RFP 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) Response Format

Prior to writing the proposal response, Proposers should become familiar with the draft *Inventory of Historical Resources, Fort Ward Park* by Douglas Appler, which summarizes much of what is currently known about the history spatially, and *Fort Ward Cemetery Ground Penetrating Radar Survey* by Sarah Lowry, which presents information about possible burial locations. Proposers may request these reports by email at archaeology@alexandriava.gov or by calling Alexandria Archaeology at (703)746-4399. The proposals will be judged on the criteria denoted herein.

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

Title Page

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

Table of Contents

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:

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

Tab III, Consultants Business Plan

In this tab, include:

- a) Research to be completed and repositories to be visited with reference to Section 1e and 5c of the RFP.

b) Specification of areas to be shovel tested, metal detected, and trenched/stripped. Include the number of STPs and STP interval for specific areas, and the square footage of areas to be metal detected and/or stripped for both Stage One (evaluation of burials, schoolhouse/church, and early residence areas) and Stage Two (evaluation of remainder of site, with exception of fort area) excavations. (See *Inventory of Historical Resources* and *Fort Ward Cemetery Ground Penetrating Radar Survey* reports for information about these areas.) **Locations to be excavated must be placed on a map.** Note in the proposal that locations may be adjusted in the field in consultation with City Archaeologists. Also, specify the methods to be used, as presented in the Specifications for Survey, Excavation and Curation section of this RFP.

c) Deliverables

d) Fee scale: salary rates and hours for specific personnel and tasks

e) Budgets for the project stages, broken down into tasks and sub-tasks, as indicated in Section 6 of this RFP. The proposed budget shall indicate how much of the currently available funds will be needed for completion of Tasks 1-1 and 1-2 and how much will be applied to the other tasks of Stage One. The successful proposal shall be specific about the budget for all tasks and sub-tasks in Stage One and for Task 2-1 and associated sub-tasks in Stage Two. For the remaining work in the second stage and for the work in the third stage, budget shall delineate more general tasks and indicate the personnel and salary rates to accomplish the tasks. Note that the specifics for the later stages will be determined in consultation with Alexandria Archaeology as the project progresses.

Tab IV, Consultant's Experience and Capacity

Provide information that documents your firm's and any applicable subcontractors' qualifications to produce the required outcomes, including your and their ability, capacity, skill, and financial strength, and number of stages of experience in providing the required services.

Names and resumes of the individuals proposed for this project, as well as the time commitment for each. (As noted herein, the historian must have experience in and knowledge of African American history, and the archaeologists must demonstrate the employment of someone with extensive metal detecting experience.)

Describe previous projects of similar scope and complexity including your ability to provide the deliverables on time and within the specified budgets.

Tab V, Client References for Similar Work Performed

Provide in this tab of your proposal the name and telephone number and email of the project manager (or other contact person if the project manager is no longer available) for all Archaeological Evaluations and Documentary Studies of similar size and scope performed for all clients within the last ten (10) years. For each project include:

- a) Contract/project name.
- b) Agency/City/Office or private entity for which contract or project was performed .
- c) Budget and final cost of each project.
- d) Dates of the project duration.
- e) Project Manager or representative including: contact name, telephone number and email address.

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

- a) How cooperative and easy to work with was the Offeror during the term of the contract?
- b) How satisfied was the (customer's) Project Manager with daily operations on the project?
- c) How timely and effectively did the Offeror anticipate and address problems that arose during the project?
- d) How would the Project Manager evaluate the number and validity of Offeror-generated change orders, requests for information, claims and lawsuits, if any?
- e) How well did Offeror manage the progress, quality and timeliness of work performed by its personnel and subcontractor's?
- f) How would the Project Manager Rate Offeror's safety record on the project?
- g) How timely was Offeror in addressing commercial issues?
- h) How competent and professional were Offeror's project foreman and other key personnel?
- i) How satisfied was the (customer's) Project Manager with the finished product?
- j) Would the Project Manager hire the Offeror for another project?

A uniform sample of references will be checked for each qualified Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. Any Proposer 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 by a Proposer to provide in its proposal the contact information requested above shall result in the Proposer being automatically disqualified and that Proposer’s proposal not being considered.

In addition, each Proposer 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.

Tab VI, Completed and Signed “Key Personnel to be Assigned by Consultant 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 VII Signed “City of Alexandria Insurance Checklist” Form

Attachment C; sign and include this form with your proposal.

Tab VIII, Completed “Required Information” Form

Attachment D; complete and include this form with your proposal.

Tab IX, Signed “Certified Statement of Non-Collusion” Form

Attachment E; sign and include this form with your proposal.

Tab X, Completed and Signed “Disclosures Relating to City Officials and Employees” Form

Attachment F; complete, sign, and include this form with your proposal.

Tab XI, Completed, Signed, and Dated “Equal Employment Opportunity Agreement” Form

Attachment H; complete and return this form with your proposal.

Tab XII, Completed, Signed, and Dated “W-9 Request for Taxpayer Identification Number and Certification” Form

Tab XIII, 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 IVX, 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) Awards; Waiver of Defects or Omissions in Proposals; Rejection of Proposals

An award, if made, will be made to the responsible proposer whose proposal response is most 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) Proposal Evaluation Panel and Evaluation Factors

A panel approved by the Director of Procurement will evaluate proposals received. 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 accordance with importance. The total possible number of points for each evaluation factor is shown in parenthesis for each factor. The total possible number of points is one hundred (100).

- Consultants Business Plan (50)
- Consultants Experience (25)
- Fee Schedule (15)
- Evaluations of Offeror's Past Performance (10)

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 VII of its proposal (reference Tab VII 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 ten (10) 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 Procurement Agent, which shall be made available to all prospective Offerors. All addenda can be accessed at the solicitation board, <http://eprocare.alexandriava.gov/bsol/>.

13) 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.

14) Requests for Clarification of Proposals

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.

15. Examination of Contract Documents

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.

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

Proposals shall remain valid for a minimum of one hundred twenty (120) 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. ITB/RFP No. _____, Addenda No(s). _____, and all attachment(s) thereto;
2. Vendor's Signed ITB/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 _____, or 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:

- A. Defective Work not remedied;
- B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- D. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. Damage to the City or another contractor;
- F. Reasonable evidence that the Work will not be completed on or before the Time(s) for Performance;
- G. Persistent failure to carry out the Work in accordance with the Contract Documents; or
- H. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor 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 have adopted a policy for increasing that participation.

This policy is set forth in Sections 3-3-111 and 12-4-6 of the Code of the City of Alexandria.

The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its 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 complaint with the City's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

22.04 Additional Compliance Requirements: At all times during the term of the Contract, the Contractor shall:

- A. Post the current wage rate in English and Spanish at a prominent place at its offices and each location where its employees perform Services under this Contract;
- B. Provide, within five (5) days of an employees' request, a written statement of the then current required wage rate;
- C. Include the provisions of this clause in all subcontracts for work to be performed by subcontractors on City-owned or City-occupied property, so that provisions of this clause are binding upon subcontractors;
- D. Comply with all applicable federal, state and City laws, rules and regulations, including, but not limited to the U.S. Fair Labor Standards Act of 1938, as amended, the U.S. Occupational Safety and Health Act of 1970, as amended, the U.S. Employee Retirement Income Security Act, as amended, and Chapter 3 of Title 40.1 of the Code of Virginia, 1950, as amended (for the purposes of this Contract, the annual schedule of City holidays published by the City Manager's Office shall be used); and
- E. Submit, within five (5) working days of the end of each period, quarterly and annual payroll reports in a form approved by the Purchasing Agent to include copies of at least four (4) payroll

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

22.05 Contractor Record Keeping: The Contractor shall keep and preserve records which show wages and benefits provided to each employee assigned to perform Services under this Contract for a period of three (3) years after the expiration or earlier termination of this Contract. The Contractor shall permit the City's Purchasing Agent, or authorized representative, to examine, and make copies of, such records at reasonable times and without unreasonable interference with the business of the Contractor.

22.06 Violations: Violation of any law, rule, regulation, or provision of this clause, as determined by the Purchasing Agent, shall be grounds for termination of this Contract and debarment of the Contractor.

23. MISCELLANEOUS PROVISIONS:

23.01 Governing Law: This Contract is governed by the applicable provisions of the Code of the City of Alexandria, and the laws of the Commonwealth of Virginia.

23.02 Successors, Assigns and Legal Representatives: This Contract shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Contract.

23.03 Entire Agreement: The Contract Documents constitute the entire agreement among the parties pertaining to the Work and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

23.04 Royalties and Patents: The Contract Sum includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under this Contract, and shall indemnify the City, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work.

- 23.05 Severability:** Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.
- 23.06 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
RFP 00000104
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. 00000104, together with any addenda, in accordance with the terms of the Offeror's Proposal, as modified in further negotiations with the City.

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

X	PART	DESCRIPTION
X	1	Scope of Work
X	2	Instructions For Proposals
X	3	General Terms and Conditions
X	4	Addenda

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

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

**ATTACHMENT B - KEY PERSONNEL
RFP 00000104
REQUIRED SUBMITTAL**

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:

**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.

		REQUIRED COVERAGES	LIMITS (figures denote minimum coverage required)
X	1.	<p>Worker’s Compensation and Employer’s Liability Required when Contractor: A. Have 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.</p>	<p>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.</p>
X	2.	<p>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).</p>	<p>\$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).</p>
X	3.	<p>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.</p>	<p>\$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.</p>

4.	<p>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.</p>	<p><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.</p> <p><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.</p>
5.	<p>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.</p>	<p>Coverage for perils of burglary theft, robbery and employee dishonesty involving money, securities and other property.</p> <p>\$_____ limit for Form A through H and Form Q through R.</p>
6.	<p>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.</p>	<p>\$1,000,000 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.</p>
7.	<p>Umbrella</p>	<p>\$1,000,000 bodily injury and property damage and personal injury.</p>

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

Company Name

ATTACHMENT C (continuation sheet)

FORM "A" INSURANCE

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

I. General Insurance Requirements:

1. The successful bidder shall not start work under this contract until the successful bidder has obtained at his/her own expense all of the insurance required under this contract and such insurance has been approved by the City of Alexandria (City); nor shall the successful bidder allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful bidder. Approval of insurance required of the successful bidder and subcontractors for the City will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
2. The successful bidder shall require all subcontractors to maintain during the term of this agreement, Comprehensive (or Commercial) General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance 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 additional insured under all coverage except Workers' Compensation, Automobile Liability, and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if

requested. Coverage afforded under this paragraph **shall be primary with respect to the City, its officers, agents and employees.**

6. The successful bidder shall provide insurance as specified in the "City of Alexandria, Virginia Insurance Checklist".
7. The successful bidder covenants to save, defend, keep harmless and indemnify the City and all of its officers, agents and employees (collectively the "City") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful bidder's performance or nonperformance of the terms of the contract documents or its obligations under the contract. This indemnification shall continue in full force and effect until the Successful Bidder completes all of the work required under the contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the City for which the City gives notice to the successful bidder after the City's final acceptance of the work.
8. The successful bidder shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the contract. The Successful Bidder assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
9. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the City shall have the absolute right to terminate the contract without any further obligation to the successful bidder shall be liable to the City for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the contract at the time of termination.
10. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful bidder shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

The successful bidder shall be fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.

12. Precaution shall be exercised by the successful bidder at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful bidder and its subcontractors. The successful bidder shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.
13. If the successful bidder does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City's Purchasing Agent, may be considered. Written request for consideration of alternate coverage shall be received by the City's Purchasing Agent at least (10) ten working days prior to the date set for opening the bids. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for bid openings.
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 may arise out of or result from the Successful Bidder's operations under the contract, whether such operations are by the successful bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;

- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful bidder's employees.
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful bidder's employees.
 - D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful bidder, or by any other person;
 - E. Claims for damages, other than to the work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting there from;
 - F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle;
2. The specific insurance policies required to cover the claims listed above in subparagraph II.1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "City of Alexandria, Virginia Insurance Checklist" contained in the Invitation to Bid documents.
- A. Comprehensive (or Commercial) General Liability - Such Comprehensive (or Commercial) General Liability policy shall include any or all of the following as dictated on the "City of Alexandria, Virginia Insurance Checklist":
 - i. Premises/Operations;
 - ii. Actions of Independent Contractors;
 - iii. Products/Completed Operations to be maintained for two years after completion of the work;
 - iv. Contractual liability including protection for the successful bidder from claims arising out of liability assumed under this contract, and including Automobile Contractual Liability;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse or Underground hazards;

- vii. Broad Form Property Damage Liability including Completed Operations.
3. Commercial Automobile Liability including Uninsured Motorist' coverage.
 4. Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

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

1. If Comprehensive (Commercial) General or other liability insurance purchased by the successful bidder has been issued on a "claims made" basis, the Successful Bidder shall comply with the following additional conditions. The limits of liability and the extensions to be included as described in the "City of Alexandria, Virginia Insurance Checklist" remain the same. However, the successful bidder shall either:
 - i. Agree to provide the certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a retroactive date, no later than the beginning of the successful bidder's or 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.

**ATTACHMENT D - REQUIRED INFORMATION FORM
RFP 00000104
REQUIRED SUBMITTAL**

Each bidder submitting a bid, in response to this Invitation to Bid is to provide the following information:

- | | | | |
|----|------------------------|---------|--------|
| 1. | Minority Business Firm | Yes [] | No [] |
| | Small Business Firm | Yes [] | No [] |
| | Sole Proprietorship | Yes [] | 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 certificate of authority _____

Date of Incorporation _____

Foreign corporations desiring to transact business in the State of Virginia shall register with the State Corporation Commission in accordance with Section 13.1-757 of the Code of 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
RFP 00000104
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 therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 (Virginia Governmental Frauds Act), Chapter 12 (Miscellaneous), Title 18.2 (Crimes and Offenses Generally) of the Code of Virginia (1950), as amended.

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

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

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

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any 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 _____

ATTACHMENT F - DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES

**RFP 00000104
REQUIRED SUBMITTAL**

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

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

- () Our firm **has reason** to believe that the following City Council members, City officials and/or employees, and/or members of a Council-appointed or -controlled commission, committee, board or corporation have already received, in connection with or related in any way to this contract, or have been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value:

_____	_____
Name	title/position
_____	_____
Name	title/position

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

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

- () Our firm **has reason** to believe that the following members of the City Council and officials and employees of the City would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm:

_____	_____
Name	title/position

Name

title/position

COMPANY NAME **DATE**

SIGNATURE

TITLE

ATTACHMENT G - EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

RFP 00000104 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 non-discrimination in employment under guidelines to be developed by the commission and approved by the city council.

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

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

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

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

A. the overall size of the contractor's business with respect to the number of employees, the number and type of facilities and size of budget;

B. the type of the contractor's operation, including the composition and structure of the contractor's work force; and

C. the nature and cost of the accommodation needed.

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

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

(8) In the event of the contractor's non-compliance with any provision, upon a finding of such non-compliance by the city's human rights commission and certification of such finding by the city manager, the city council may terminate or suspend or not renew, in whole or in part, this contract.

COMPANY NAME	DATE
SIGNATURE	
TITLE	

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
 Here**

Signature of
 U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,