

ALEXANDRIA TRANSIT COMPANY
REQUEST FOR PROPOSALS (RFP) NO. 21-02
ZERO EMISSION BUS (ZEB)
IMPLEMENTATION STUDY

Issue Date: September 8, 2020



This project will be developed utilizing regional funds received by ATC via the City of Alexandria from the Northern Virginia Transportation Authority (NVTA), per Standard Project Agreement (SPA) 2018-043-01.

Non-Mandatory pre-proposal conference will be held virtually on September 16, 2020, at 10:00AM EST on Zoom.

SOLICITATION, OFFER AND AWARD				1. ZERO EMISSION BUS (ZEB) IMPLEMENTATION STUDY				PAGE 1	OF PAGE 48	
2. CONTRACT NO.		3. SOLICITATION NO. RFP 21-02		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (ITB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED September 8, 2020		6. PROCUREMENT REQUEST NO.		
7. ISSUED BY Alexandria Transit Company 3000 Business Center Drive Alexandria, VA 22314				8. ADDRESS OFFER TO (If other than item 7) Via the Company's Dropbox File Request						
Issued pursuant to Virginia Code Title 2.2, Chapter 43										
SOLICITATION										
9. Proposals in original and 1 copy for furnishing the goods or services in the Schedule will be received at the place specified in item 8, until: 4:00P.M. local time October 7, 2020. In accordance with Code of Virginia § 2.2-4343.1, Alexandria Transit Company does not discriminate against faith based organizations in the performance of its purchasing activity.										
10. FOR INFORMATION CONTACT:		A. NAME Evan Davis evan.davis@alexandriava.gov				B. TELEPHONE NO. (Including area code) 703-746-5643				
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OFFER (Must be fully completed by offeror)										
12. The undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered to the designated point(s), within the time specified in the Schedule.										
13. DISCOUNT FOR PROMPT PAYMENTS				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %			
14. ACKNOWLEDGEMENT OF AMENDMENTS The proposer acknowledges receipt of amendments to the SOLICITATION and related documents numbered and dated:				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15. NAME AND ADDRESS OF OFFEROR				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)						
15B. TELEPHONE NO. (Including area code)		15C. E-MAIL ADDRESS			17 SIGNATURE			18. OFFER DATE		
AWARD (To be completed by Company)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APROPRIATION				
24. ISSUING DEPARTMENT ATC Administration Department					25. PAYMENT WILL BE MADE BY Alexandria Transit Company 3000 Business Center Drive Alexandria, VA 22314					
26 NAME OF CONTRACTING OFFICER (Type or print) Evan Davis					27. ALEXANDRIA TRANSIT COMPANY: (Signature of Contracting Officer)			28. AWARD DATE		

NOTICE

PROPRIETARY/CONFIDENTIAL INFORMATION

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

EVENTS	DATES
RFP Issuance	September 8, 2020
Non-Mandatory, Virtual Pre-Proposal Conference (Registration Required Here)	September 16, 2020 at 10:00 AM EST
Deadline for Receipt of Vendor Questions	September 21, 2020 at 4:00 PM EST
Company Issues Responses to Vendor Questions via Amendment	September 23, 2020
Proposal Due Date and Time (Submit Here)	October 7, 2020 at 4:00 PM EST
Contract Award Date	TBD

Proposal submissions shall be in accordance with Sections L and M.

SECTION B: SERVICES AND PRICES/COSTS

This solicitation/Contract is to furnish and deliver all materials, labor and equipment necessary to perform scope of work as defined in Section C of this solicitation for work for the Company in accordance with the solicitation/Contract specifications as defined herein.

The Proposer shall include a Cost Proposal based on scope of services and proposed approach. This Cost Proposal shall be uploaded separately from the technical proposal via the Company's [Dropbox File Request](#). The Cost Proposal shall include all costs for each item listed in Attachment J-8, Pricing Sheet.

NOTE: The total cost shall include all fully burdened rates associated with the deliverables and services as indicated in the Specifications, to include all labor, material, equipment, and any associated fees.

Cost Proposal

This Cost Proposal form must be completed and included in a separate uploaded attachment from the technical proposal submission via the Company's [Dropbox File Request](#). Failure to include this Cost Proposal may result in the Company's refusal to consider the proposal. Attach a brief explanation, if needed, for any part of the Cost Proposal.

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 INTRODUCTION

Alexandria Transit Company, known as “DASH,” is a non-profit public service corporation wholly owned by the City of Alexandria, Virginia. DASH provides fixed route public transit service to approximately four million riders annually within the City and surrounding areas. As part of its commitment to the City’s [Eco-City initiatives](#), DASH has undertaken several efforts to propel its fleet towards zero emissions. The Company is working closely with City staff from the Department of General Services particularly in the area of electrical charging infrastructure.

The City of Alexandria, Virginia, established in 1749, is a municipal corporation and an urban community of 15.75 square miles. Alexandria is the most densely populated jurisdiction in Virginia, with approximately 160,035 residents. With its stable residential neighborhoods and historic districts, along with its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses.

C-2 GENERAL OVERVIEW

As part of the initiatives to transition towards a Zero Emissions Fleet, DASH hired a consultant, the Center for Transportation and the Environment (CTE), to complete a Background Analysis and Zero Emissions Bus Feasibility Study. This effort carried the goal of helping DASH understand the feasibility of transitioning towards a zero emission bus fleet based on:

- A. Evaluation of internal efforts;
- B. Service profile assessment;
- C. Fleet assessment; and
- D. Environmental conditions.

C-3 PURPOSE/OBJECTIVE

The Company has issued this RFP to solicit proposals from interested and qualified firms to assist in a follow-up study called the ZEB Implementation Study to help it determine and understand the roadmap and tasks required to ultimately achieve its goal of a fully Zero Emissions bus fleet as determined from the ZEB Feasibility Study. The ZEB Implementation Study shall be the scope of work and options as defined and described herein.

C-4 SPECIFICATIONS

The ZEB Implementation Study shall be phased and sequenced as follows:

Phase 1: ZEB Implementation (Facility Planning)

Task 1: Planning and Project Outline;

Task 2: Compilation of Known Data;

Task 3: Facilities Assessment;

Task 4: Short Range Infrastructure and Equipment Needs; and

Task 5: Analysis of Charger Location/Facility Layout.

Phase 2: ZEB Implementation (Fleet Planning) (OPTIONAL WORK)

Optional Task 1: Fleet Assessment;

Optional Task 2: Fuel Assessment;

Optional Task 3: Maintenance Assessment;

Optional Task 4: Evaluation of Utility Grid Infrastructure and Sufficiency;

Optional Task 5: Total Cost of Ownership Analysis; and

Optional Task 6: ZEB Pilot Analysis.

NOTE: The phased approach outlined below will require a Notice to Proceed (NTP) issued by the Company at each phase before the Contractor can proceed to the next phase. Dependent upon available funding, the Company reserves the right to exercise the second phase options in the aggregate or on a line-by-line basis.

Phase 1: ZEB Implementation (Facility Planning)

The Scope items outlined in Phase 1 of the Implementation Study are considered mandatory scope items that are most time sensitive to enable DASH to continue forward progress with its current Zero Emission Bus efforts, Facility Expansion, and Long-Term Planning. Efforts are already underway to expand the DASH facility and modify it to support a Zero Emission Bus fleet. Therefore, Phase 1 will focus on the planning needs related to the facility expansion and modification project. DASH estimates that Phase 1 will cost \$75,000.00.

Task 1: Planning and Project Outline

During the Planning and Initiation phase, the City’s Project Team, composed of City and DASH representatives, shall finalize the scope, approach, tasks, assignments, and timeline. This will be followed by a kick-off meeting with project stakeholders. First, a Work Plan should be developed to manage the project and accomplish its goals and objectives. The

Work Plan should include an organizational chart with staff roles and responsibilities and an action item matrix with a task list and corresponding action plans. The Contractor should also prepare a schedule that includes all activities, start dates, critical path items, estimated activity durations, and relationships among tasks.

The Contractor shall participate in a kick-off meeting with DASH and City personnel to review and discuss the Work Plan and Schedule described above. At this meeting, the Project Team, other DASH representatives, and the Contractor will discuss expectations, confirm requirements, and identify key milestone dates. The finalized Work Plan and Schedule will ensure understanding of expectations, in accordance with the scope of services, between the Contractor and DASH and City staff.

The Contractor's project manager and requisite Contractor staff shall conduct conference calls twice per month (with additional calls, if needed) with DASH staff throughout the duration of the project to provide progress updates, identify critical issues, and identify an action plan for any schedule changes.

Deliverables:

1. Initial Work Plan and Schedule
2. In-person kick-off meeting conducted at DASH offices
3. Memo identifying critical information and near-term changes that may impact the analysis
4. Conference calls at least twice per month
5. Introductory presentation to DASH project team, city staff and/or sponsor(s)
6. Final Work Plan and Schedule, including goals, and objectives identified

Task 2: Compilation of Known Data

During this task, the Contractor shall compile all available data pertaining to the general scope of work. The data shall include but is not limited to:

1. ZEB Feasibility Study Report;
2. DASH Service, Fleet, and Facilities Inventory; and
3. Capital Programs and Funding available for next 10 years.

This data shall provide key parameters and baselines for all assumptions in each of the assessments and tasks throughout the entire scope of work.

Deliverables:

1. ZEB Implementation Assumptions Report

Task 3: Facilities Assessment

The Facilities Assessment defines the requirements for charging infrastructure and/or hydrogen fueling infrastructure to support the transition to battery electric and/or fuel cell electric buses, respectively, in terms of equipment and infrastructure costs, design, construction, and installation costs, space and siting requirements, operational impact, and utility service requirements. The assessment also provides a high-level timeline for various facility and infrastructure projects to build-out the charging capacity consistent with the addition of battery electric buses, or hydrogen fueling equipment consistent with the addition of hydrogen fuel cell buses. Since the transition is likely to take at least 15 to 20 years, it is envisioned that infrastructure and fueling capacity will be added in a series of projects over time, rather than building out all required fueling capacity at the beginning of the transition period. The assessment shall result in a series of charging equipment and related infrastructure (or hydrogen fueling equipment) requirements, order-of-magnitude cost estimates, and a conceptual timeline for the provision of infrastructure and fueling capacity in coordination with the delivery of Battery Electric Buses (BEBs) and/or Fuel Cell Electric Buses (FCEBs) during the transition period. The Facilities Assessment can be used by DASH to evaluate transition alternatives (i.e., BEB only, FCEB only, or mixed fleet). Once a decision is reached, the assessment shall be an essential input to the Infrastructure and Facilities Master Plan.

The Contractor shall develop a conceptual schedule of infrastructure projects to meet the anticipated fueling requirements commensurate with the increase in fueling requirements based on the fleet transition projections developed in Task 2: Compilation of Known Data. A narrative shall be developed with descriptions of how installations should be phased over time to meet the fleet needs. Topics include a build out schedule to develop infrastructure in phases and the equipment that would be needed at each phase. The schedule shall include cost estimates for each project to establish an annualized capital plan.

To support the transition to one hundred percent (100%) ZEB operations, the Contractor must establish a planning basis which will help to identify the charging infrastructure needed for each of the phases understanding that the fleet composition will evolve over time and that diesel, diesel hybrids and/or clean diesel buses and ZEBs will be in service in some combination at each phase. This planning basis must specify the charging demand and available charging time for the buses at each phase of the fleet procurement plan. It is anticipated that the percentage of BEBs and/or FCEBs (and thus fueling requirements) will increase every year as diesel buses are replaced by zero emission buses. However, the Contractor should consider strategies to build out sufficient capacity to meet several years of capacity requirements to minimize construction disruption at the depot.

Since transit bus operations are not typically planned in such level of detail for a long-term planning horizon (i.e. 12 years), assumptions to derive the forecast of charging infrastructure for each phase must be as realistic as possible to minimize over-sizing and avoid stranded assets.

Deliverables:

1. DASH Facilities Assessment, including

- a. Schedule of Facility Planning & Design projects, including upcoming DASH Facility Expansion project, and any additional facilities or infrastructure necessary that may not be addressable at DASH's current location.
- b. Schedule of Power Upgrade Projects
- c. Schedule of infrastructure projects (i.e. gantries, pads, duct banks, etc.)
- d. Schedule of charger and dispenser installation projects
- e. Capital cost projections and schedule for all planning & design, power upgrade, infrastructure, and charger/dispenser projects and related equipment.

Task 4: Short Range Infrastructure and Equipment Needs

DASH plans to grow its electric fleet incrementally to support its 2030 vision [detailed in the Alexandria Transit Vision (<http://www.dashbus.com/transitvision>)]. This means that the infrastructure will need to grow incrementally as well, without creating stranded assets or necessitating re-work. This task will determine how much infrastructure DASH will need as the BEB fleet grows. This includes identifying the number and sizes of transformers, sizes and number of vaults and/or substation, bus parking changes, and other infrastructure needs. This assessment shall be based on the results of the ZEB Feasibility Study that shall provide estimates for daily energy and demand requirements, number of chargers, and charge rate. This task shall also establish the schedule for when charging equipment must be available, which shall drive the phasing plan for equipment installation. The task shall include an analysis of the space required for the equipment and the location of the equipment in the context of existing locations (or propose additional needs outside the footprint of current locations), the staffing required to support installations and maintain the equipment, and how bus parking would be affected.

- A. On an overall level, the Contractor will report on the types of high-voltage equipment needed on property to support different phases of charger rollout. Topics shall include any changes that may be necessary to current onsite infrastructure and identifying any electrical capacity bottlenecks that may be encountered.

Specifically, the Contractor shall review existing electrical service, on-site electrical infrastructure, and underground or overhead utilities at the DASH facility including already installed charging equipment and infrastructure required to support bus charging. This will include a review of the low-voltage and medium-voltage infrastructure and a baseline of the existing electrical loads at the DASH facility. The Contractor shall document findings and identify potential areas of concern such as equipment with electrical capacity constraints, inadequately sized conductors, or potentially problematic interface points with various electrical infrastructure components.

- B. The Contractor shall provide design guidelines and recommendations for the immediate phases of facility expansion and retrofit to maintain DASH's infrastructure readiness and accommodations for its 2035 goal of a fully electric fleet. Such design guidelines, parameters, and requirements shall assume as a "immediate deployable phase" of electric infrastructure, which may or may not be coincided with DASH's ongoing Facility Expansion Project. The Contractor shall make a recommendation if the first phase of electrical infrastructure work shall be assumed with the new facility expansion, within the current facility, or otherwise. This scope item shall include a

future-state conceptual electrical plan that assumes the short range future facilities, such as footprint/concept of charging equipment, and electrical grid infrastructure.

The Contractor shall develop a budgetary cost estimate to support this phase of electrical infrastructure (immediate DASH facility expansion). Such estimate shall document potential deployment constraints and operational considerations.

This task shall also include operational capacity and limits of the immediate DASH Facility Expansion build-out of Electric Bus Infrastructure.

- C. The Contractor shall develop high level preliminary infrastructure needs beyond what will be met by the immediately funded electric infrastructures that will be recommended as part of subsection B of this section. The high level preliminary infrastructure needs shall define for DASH the gap of electrical capacity and infrastructure needs from the short term funded solution, and an eventual facility of one percent (100%) BEBs.

Task 5: Analysis of Charger Location/Facility Layout

The Contractor will consider the impact of charging infrastructure on the operations of the DASH bus facility. Electric infrastructure has the potential to reduce the number of available parking spaces and interfere with the flow of buses around the facility. Some charger layouts may be incompatible with facility policies, such as a policy that limits the extent to which a bus can back up.

The Contractor will work to understand the different charger layouts that can be implemented for an all-electric fleet, and how those layouts might impact parking and operations. This should be done in consultation with resources that conduct bus flow analysis, including parking, turning radius, and similar concerns.

The Contractor shall also consider the infrastructure that is currently planned as part of DASH's pilot ZEB pilot deployment project that include six (6) depot-charged battery electric buses.

Deliverables:

- A. ZEB Infrastructure Phasing: Based on DASH's ZEB Transition Plan, the Contractor shall develop options for phased installations over time to meet the fleet needs as the fleet composition changes when battery-electric buses are procured and diesel/hybrid/clean diesel buses are retired, understanding that the fleet will continue to contain hybrids and/or clean diesel buses until approximately 2035 as the buses complete their useful lifespan. Topics include how much parking will be lost in different depot layout options for different phases of fleet composition, e.g. 10% electric, 25% electric, 50% electric, etc., and how the capacity of the facility (in terms of number of buses of various propulsion types) will change over time. Additional topics include if any extra yard space will be required, and if so, how much.

- B. Facilities Assessment: The Contractor shall perform a detailed analysis and assessment of the existing facility, DASH's policies and procedures, and bus pull-out/pull-in procedures to identify any operational or procedural concerns that may impact the transition to ZEBs. This will include an assessment of the available yard space that can support any charging equipment, electrical grid infrastructure, and renewable power infrastructure. The Contractor will develop a preliminary, future-state model of the facility and identify operational concerns at the facility.
- C. Interim Parking and Movement Plan: The Contractor shall develop a facility navigation and parking plan in conjunction with phases of construction. This plan will anticipate how parking will shift to different areas and how vehicles will travel throughout the yard during each project for the duration of the transition plan.
- D. Final Parking and Movement Plan: This analysis will present different options for the final layout of an all-electric depot, including impacts on bus flow and turn radius, along with the reduction in parking and strategies to mitigate this. Topics include how much parking will be lost in different depot layout options, and how the capacity of the yard (in terms of number of buses) will change. Additional topics include if any extra facility space will be required, and if so, how much.

Phase 2: ZEB Implementation (Fleet Planning) (OPTIONAL WORK)

The following scope items in Phase 2 have been identified as optional work and will be exercised upon issuance of a second NTP and a second Purchase Order. Proposers shall treat each optional task in Phase 2 as optional work and are required to submit pricing for each of the following optional tasks. The Company reserves the right to exercise any of the options in the aggregate or on a line-by-line basis with the awarded Contractor. These tasks focus on planning needs directly related to the future zero emission bus fleet itself. DASH estimates that Phase 2 will cost \$125,000.00.

Optional Task 1: Fleet Assessment

The Fleet Assessment shall result in a projected timeline for replacement of current buses with ZEBs consistent with the agency's fleet replacement plan, with consideration for any technology constraints and alternative fleet compositions determined by the Service Assessment preliminarily completed as part of the Feasibility Study, and in compliance with the agency's ZEB transition goals. The fleet analysis shall also include an assessment of projected fleet capital costs over the transition lifetime. Analysis will include fleet replacement costs in context of the City's Capital Improvement Program (CIP), and fleet expansion from Virginia Department of Transportation (VDOT) / Department of Rail and Public Transportation (DRPT) (SMART SCALE) and NVTA 70% grant funding sources. These projections shall help DASH prepare future-year capital budget.

Deliverables:

- 1. DASH Fleet Assessment, including:
 - a. Fleet Transition Schedule

- b. Fleet Transition Capital Cost Projections
- c. Identification of secured, potential, and gaps of funding required for zero emissions buses.
- d. Identification of infrastructure limitations and required improvement thresholds required to meet any given conversion rate of fleet to zero emissions.

Optional Task 2: Fuel Assessment

The Fuel Assessment shall analyze daily fuel consumption (i.e. electricity or hydrogen) and fuel demand requirements (i.e. amount of fueling in a given period of time). To assess demand, the Contractor shall consider various charging strategies and provide comparative data regarding advantages, disadvantages and financial risks associated with the strategies in terms of charge management, charge concurrency, and consideration of pull-in and pull-out times, as well as overnight service requirements. The assessment shall also develop a projection of annual fueling costs, and the potential for savings over current fuel costs. Cost projections shall consider currently available utility tariff schedules as well as any proposed electric vehicle (EV), time-of-use, or related utility tariff schedules consistent with the Virginia Energy Purchase Government Association's ("VEPGA") Dominion Energy contract. This contract may be viewed at: <http://vepga.org/contract-materials/>. Recommendations for changes to available or proposed utility tariff schedules may also be considered. The findings will provide a planning basis regarding the estimated energy and demand requirements and a discussion basis to identify the appropriate level of energy supply redundancy and resiliency. This task will interface with other tasks such as the alignment with current and near-term charging equipment and load management solutions based on energy and demand projections, the investigation of facility-specific requirements and available options regarding electricity distribution, and the specific operation requirements.

Deliverables:

1. DASH Fuel Assessment, including:
 - a. Annual fuel/energy consumption schedules
 - b. Daily demands projections
 - c. Rate schedule analysis comparisons
 - d. Recommendations for changes to existing or proposed rate schedules.
 - e. Annual fuel operating cost projections for all fuel/energy types used over the transition period.
 - f. Recommendations for charging practice/technique/schedule optimization to minimize energy costs

Optional Task 3: Maintenance Assessment

The Maintenance Assessment analyzes labor and materials costs for ZEB and infrastructure maintenance over the transition period as well as major component replacements for each technology type. The maintenance assessment also includes an evaluation of mid-life overhaul costs to keep buses in a state of good repair (i.e., battery

replacement, fuel cell overhaul, etc.). The Contractor shall assess any unique maintenance and tooling requirements on ZEBs and related fueling equipment.

Deliverables:

1. DASH Maintenance Assessment report, including:
 - a. In conjunction with fleet transition schedule, analysis of required maintenance infrastructure/equipment to directly support zero emissions buses.
 - b. Recommendation of personnel training/development strategy to ensure proper proficiency and maintenance ability of zero emissions buses.
 - c. Recommendation of conversion of maintenance equipment and workforce resources to facilitate fleet conversion from conventional fueled buses to zero emissions buses.
 - d. Annual maintenance cost projects for entire fleet throughout transition period, to include capital costs and personnel costs.
 - e. Recommendation of staff requirement necessary to support zero emissions fleet.

Optional Task 4: Evaluation of Utility Grid Infrastructure and Sufficiency

As it relates only to DASH's first phase of electrical infrastructure as defined in Task 5, this task will examine the relevant utility grid infrastructure to determine if it will be sufficient for DASH's needs as the operation grows. For this task, "grid infrastructure" is defined as any electrical equipment not sited on DASH property.

The Contractor shall provide an overview of the utility grid, including the different components of the grid infrastructure, and how they intermesh to provide electricity to the DASH campus. This shall include a detailed analysis of the local electric distribution grid infrastructure serving DASH and must be coordinated with the local electric distribution utility, Dominion Energy Virginia. Because information on the local distribution circuits and substation is not publicly available, there will need to be coordination with the utility to determine the available electrical capacity on the distribution circuits. The Contractor shall perform an initial assessment of the local grid infrastructure to identify potential areas of concern. The Contractor shall coordinate with the utility on behalf of DASH and provide them with the forecasted load growth to support the transition to ZEBs so they can analyze impacts to the local electrical distribution grid, including identifying potential redundancies to ensure that buses can be charged in event there is disruption of electricity supply, and work with the utility to understand grid reliability implications and communicate those findings to DASH.

The Contractor shall review and provide input on any electric distribution system upgrades proposed by the utility to serve the incremental load at the DASH facility and identify any potential electric utility EV infrastructure incentive programs that may be utilized to deploy electrical infrastructure to support DASH's transition to ZEBs. In addition, the Contractor shall assess any impacts that the timing of proposed utility upgrades may have on the ZEB transition plan and recommend updates to the plan as needed. Once the utility finalizes the proposed distribution system upgrades, the

Contractor shall review the proposed system costs and cost-sharing arrangements to maximize the benefits received by DASH.

The Contractor shall identify the specific distribution circuits, substations, and transmission lines anticipated to serve DASH's facility. This will include meeting with the utility in conjunction with DASH and City project team members to discuss the fleet electrification plans and the electrification timeframe. The Contractor shall provide the utility with forecasted load growth based on DASH's fleet electrification deployment plan.

Deliverables:

1. Identification of local utility's distribution grid infrastructure serving the DASH Maintenance/Operations facility.
2. High-level overview of the local grid infrastructure serving DASH's facility. This will include identification of the local distribution circuit and local distribution substation using publicly available data.
3. Summary of electrical infrastructure upgrades and a recommendation on the distribution system upgrades, cost sharing, and electric rates.
4. Summary of available programs including opportunities for DASH to engage with the utility.
5. Technical Report and PowerPoint presentation summarizing the utility proposal with recommendations on utility distribution upgrades, cost sharing, and electric rates.
6. Provide utility with forecasted load growth and coordinate with the utility during their distribution analysis and planning process.
7. Identification and assessment of potential pinch points on the local electrical grid.

Optional Task 5: Total Cost of Ownership Analysis

The Total Cost of Ownership (TCO) Assessment summarizes annualized capital and operating costs developed during the previous assessments over the transition period, including annual bus procurements; annual fuel/energy costs; annual maintenance and mid-life overhaul costs; training costs; and costs of charging equipment, hydrogen fueling equipment, supporting infrastructure, facility upgrades, and design, construction and installation over the ZEB transition timeline. A TCO shall be created for the baseline as well as each alternative ZEB scenario in order to provide a comparison of the incremental TCO.

Optional Task 6: ZEB Pilot Analysis

As a complement to and in direct support of its overall transition plan, a transit agency will typically purchase and deploy a small number of ZEBs and supporting infrastructure to develop staff experience with the new technology. DASH has initiated a pilot program to purchase and deploy six (6) battery electric buses and supporting depot plug-in charging infrastructure. As part of this program, DASH has purchased three (3) Proterra and three (3) New Flyer BEBs with the goal of conducting an in-service performance evaluation and comparison of each vendor's product.

Key elements of a ZEB Pilot program include, but not limited to the following:

- A. Requirements Analysis: route, charge, and rate modeling to define project scope and specifications;
- B. Bus Procurement and Build: Issue Request for Configuration Quote, evaluate, select, and procure buses; monitor build, and conduct inspections;
- C. Infrastructure Procurement, Design and Build: Issue, evaluate, select, and procure charging equipment and architectural and engineering (A&E) and construction services;
- D. Bus and Infrastructure Deployment: Receive, inspect, and commission buses and charges; test and validate buses; and deploy into revenue service; and
- E. Deployment Validation: Monitor operations, collect data, and report on key performance indicators.

DASH is anticipating by the time this Optional Task may be awarded, DASH will have already completed the Requirements Analysis, Bus Procurement and Build, and Infrastructure Procurement and Build. The Bus and Infrastructure Deployment and Validation will remain in progress. The Contractor shall immediately provide support to DASH with the following tasks:

A. Deployment Validation Phase

This phase focuses on validating the operational performance and realized benefits (i.e., actual energy savings, cost savings, and greenhouse gas emissions reductions) resulting from deployment of ZEBs into passenger service.

B. Project Close-out Phase

After the data collection period is over, a final report summarizing project results, findings, and lessons learned will be issued and DASH will close out the project. Final report shall summarize the gained experience and lessons learned into tangible feedback as DASH expands and continues the zero emissions fleet transition.

SECTION E: INSPECTION AND ACCEPTANCE

E-1 INSPECTION BY COMPANY

Inspection and acceptance of the services to be furnished hereunder shall be made by the Project Manager. Periodic and daily site visits may be made by the Company or hired consultants.

E-2 INSPECTION BY CONTRACTOR

- A. Contractor shall assume all responsibility for guaranteeing the quality of all components, equipment, supplies, and services.
- B. All work shall be conducted under the general direction of the Project Manager and is subject to Company inspections at all places and at all reasonable times before acceptance, to ensure strict compliance with the terms of the Contract.
- C. Company inspections are for the sole benefit of the Company and do not:
 - 1. Relieve the Contractor of responsibility for providing adequate quality control measures;
 - 2. Constitute or imply acceptance; or
 - 3. Affect the continuing rights of the Company after acceptance.
- D. The presence or absence of a Company Inspector does not relieve the Contractor from any Contract requirement, nor is the Inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- E. If any of the services do not conform to Contract requirements, the Company may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, the Company may:
 - 1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements, and
 - 2. Reduce the Contract price to reflect the reduced value of the services performed.
- F. If the Contractor fails to perform promptly the services again or take the necessary action to ensure future performance in conformity with Contract requirements, the Company may:
 - 1. By contract or otherwise perform the services and charge the Contractor any cost incurred by the Company that is directly related to performance of such service, or
 - 2. Terminate the Contract for default.

E-3 CLAIMS FOR DAMAGES

- A. The risk of loss will be on the Contractor until completion and acceptance and after any rejection, unless loss results from negligence of the Company.
- B. Should a party to this Contract suffer injury or damage to person or property because of any act or omission of Contractor or any of their employees, subcontractors, agents or others for whose acts the Contractor is legally liable, a claim for damages shall be made in writing within a reasonable time after the first observance of such injury or damage. The liability for such actions is borne by the Contractor.
- C. Should damage to person or property result from an act of omission; accident; or third party, the Contractor shall promptly notify the Company of the incident; and pursue a claim for compensation against the appropriate insurance of third party or Contractor. This does not include damages related to force majeure.

SECTION F: DELIVERY OR PERFORMANCE

F-1 PLACE OF DELIVERY

Services shall be performed in accordance with all requirements contained herein, and per all specifications incorporated by reference and specified in solicitation/Contract. Additional locations may be identified and authorized by change order signed by the Contracting Officer during the Contract term.

F-2 PERIOD OF PERFORMANCE

If an award is made, the Contractor shall commence the project within fifteen (15) Calendar days after the Notice to Proceed (NTP) has been disseminated. The Contractor shall achieve completion of the Work within two hundred and ten (210) Calendar days after NTP. Proposers may propose alternate schedules in their submission.

The Company reserves the right to extend the Term of the resulting Contract to account for the second phase of the project.

F-3 TIME OF DELIVERY/SCHEDULING

The Contractor shall perform the services of this solicitation/Contract in accordance with all requirements contained herein, and per all specifications incorporated by reference and specified in solicitation/Contract.

SECTION G: CONTRACT ADMINISTRATION DATA

G-1 DEFINITIONS

Wherever the words defined in this section or pronouns used in their stead occur in the solicitation, specifications, Contract or bond, they shall have the meanings here given.

- A. ACCEPTANCE: In terms of goods, the PM's approval of the Contractor's invoice for such goods by the PM after a reasonable opportunity to inspect, and in terms of services, approval of the Contractor's invoice for such services by the PM.
- B. BATTERY ELECTRIC BUSES: Heavy duty low floor transit buses, designed to service fixed route transit service in the North American market. Buses must be rated for minimum of 12 year life span, may include propulsion technology which utilizes but is not limited to: electric powertrain propulsion, onboard electricity storage system, on-route opportunity charging, depot charging. This definition precludes any buses which uses an internal combustion motor for propulsion purposes.
- C. BUSINESS DAY: Any day other than Saturday, Sunday, Company holiday, or other day on which the Company is closed.
- D. CALENDAR DAY: Any day in a month, from midnight to midnight, including weekends and holidays
- E. CHANGE ORDER: A written order to the Contractor, signed by the Purchasing Agent, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.
- F. CONTRACTING OFFICER: Duly authorized agent for the Company acting solely in their respective capacity. The Company's Purchasing Agent also serves as its Contracting Officer.
- G. CONTRACTOR: The party of the second part or the agent appointed to act for said party, entering into the Contract for the performance of the Work required by it.
- H. CONTRACT: a mutually binding and legally enforceable agreement executed between the Company and a Contractor after an award pursuant to the RFP, which obligates the Contractor to furnish goods and/or services to or on behalf of the Company, and the Company to pay for the goods and/or services furnished. The Contract shall specifically identify all other Contract Documents and includes, but is not limited to, the following documents:
 - 1. RFP;
 - 2. Addenda issued related to the RFP;
 - 3. Proposer's signed Offer and Award Form and all other documents submitted by the Proposer to the Company in response to the RFP;
 - 4. Notice of Award issued for the RFP;
 - 5. Schedule(s);
 - 6. Purchase order(s) issued for Work to be performed; and
 - 7. Change Order(s) issued pursuant to the Contract.
- I. FINAL PAYMENT: The payment of the balance of the Contract Sum, following the Acceptance of all goods and/or services delivered pursuant to the Contract.

- J. FUEL CELL ELECTRIC BUSES: Heavy duty low floor transit buses, designed to service fixed route transit service in the North American market. Buses must be rated for minimum of 12 year life span, may include propulsion technology which utilizes but is not limited to: electric propulsion, fuel-cell power generation. This definition precludes any buses which uses an internal combustion motor for propulsion purposes.
- K. PROJECT MANAGER: The Project Manager (PM) is the Contracting Officer's duly authorized agent acting solely in their respective capacity. The PM is responsible for administering the Contract in response to this solicitation, including its technical specifications; however, no authority to modify any provisions of this Contract is authorized.
- L. PROJECT TEAM: Project management team on behalf of the client: 2 representatives from DASH, 2 representatives from the City of Alexandria.
- M. PURCHASING AGENT: The Company's principal public purchasing official responsible for the purchase of all goods, services, insurance, and construction needed by the Company.
- N. WORK: The goods, services, insurance, or construction required to be delivered by the Contractor pursuant to the Contract.

G-2 APPOINTMENT OF PROJECT MANAGER (PM)

The following individual is appointed as the authorized PM:

Raymond Mui, Assistant General Manager
3000 Business Center Drive
Alexandria, VA 22314
Telephone: (703) 746-5645
Email: raymond.mui@alexandriava.gov

The PM is responsible for administering any orders placed hereunder. No authority to modify any provisions of this Contract is granted.

Any deviation from the terms of the Contract must be submitted for contractual action to the following Contracting Officer:

Evan Davis, Purchasing Agent
Director of Finance and Administration
3000 Business Center Drive
Alexandria, VA 22314
Telephone: (703) 746-5643

The Contractor shall contact the PM to coordinate Contract requirements.

G-3 PAYMENT TO CONTRACTOR-INVOICING

The Contractor shall comply with the following reporting and billing requirements.

Invoices shall be submitted by the Contractor for specific Contract pay items following acceptance of those pay items by the Company.

G-4 PAYMENT TO CONTRACTOR

- A. Payment: The Company shall pay and the Contractor shall accept payment for services after the Company's receipt of a correct invoice per the Contract requirements.
- B. Company's Right to Withhold Payment: The Company may withhold payment to such extent as may be necessary to protect the Company from loss due to:
1. Defective Work not remedied;
 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 5. Damage to the Company or another contractor;
 6. Reasonable evidence that the Work will not be completed within the Contract Period;
 7. Persistent failure to carry out the Work in accordance with the Contract Documents; or
 8. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor of any of its Subcontractors.
- C. Waiver of Claims: The Contractor's acceptance of Final Payment constitutes a waiver and release of all claims not expressly reserved in writing by the Contractor.
- D. Payment Terms: Payment will be made within forty-five (45) days after receipt of Contractor's invoice by the Company (unless otherwise provided for in the Contract), provided that the PM has determined all Contract specifications have been complied with and that all Contract administration requirements have been met and accepted by the Company.

G-5 BASIS OF PAYMENT

Services will be paid at the fixed price specified in the solicitation/Contract. The price shall be payment in full for all labor, equipment, and materials, all other items incidental to the work for which a separate and distinct pay item has not been established.

G-6 CHANGES

- A. Change Orders: The Company may order a change in the Work consisting of an addition, deletion, or modification and such change may require the Contract Sum and Time(s) for Performance to be adjusted accordingly. Any change in the Work shall be authorized only by a written Change Order signed by the Contracting Officer.
- B. Ordering Option: The Contractor agrees to provide additional quantities of services in excess of the amount stated in the Contract at the same prices stated in the Contract for the term of the Contract, unless otherwise stated in the pricing schedule or Contract. The price of any such additional quantities shall be added to the Contract Sum by Change Order.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 INTERPRETATION OF CONTRACT: NOTICE OF AMBIGUITIES

- A. This written Contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the Contract will not be strictly construed against the drafter of the Contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
- B. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the PM at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H-2 SUBCONTRACT SERVICES

The Contractor shall identify prospective subcontractors in their proposal submission (**Attachment J-7**).

H-3 INSURANCE REQUIREMENTS

The Contractor shall be required to maintain, in force, insurance as described below and approved by the Company for the duration of the Contract. Insurance coverage shall be a Contract-specific or occurrence-based policy. The Contractor's Insurance Coverage shall be primary for any claims related to this Contract. **Claims Made policies are not acceptable.** Proof of acceptable insurance shall be required prior to Contract award, and shall be maintained in full force for duration of Contract. Contractor shall provide a complete copy of any policy including any endorsements and related documents via PDF

if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the Contracting Officer are notified in writing. **Alexandria Transit Company and the Northern Virginia Transportation Authority shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage.** Contractor shall indemnify, defend and hold harmless the Company, for any and all liability, claims, expenses, lawsuits, etc., arising from this Contract.

Insurance policies must be acceptable to the Contracting Officer and placed with companies that have an A.M. Best minimum Rating of A, Class VII or better. Insurers must be authorized to do business under the laws of the Commonwealth of Virginia.

A. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

At a minimum, the Contractor shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the Commonwealth of Virginia, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.

B. AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain during the life of this Contract, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the Commonwealth of Virginia whether vehicle is registered in Virginia or not.

C. COMMERCIAL GENERAL LIABILITY REQUIREMENTS

The Contractor shall purchase and maintain during the life of this Contract the following Commercial General Liability insurance coverage to include all subcontractors with limits no less than:

- A. \$2,000,000.00 Annual Aggregate
- B. \$1,000,000.00 Per Occurrence
- C. \$1,000,000.00 Products and Completed Operations
- D. \$1,000,000.00 Personal and Advertising Injury

D. UMBRELLA LIABILITY COVERAGE

\$1,000,000.00 Per Occurrence

E. SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall also require all first-tier subcontractors who will perform work under this Contract to procure and maintain Virginia statutory limits of Workers' Compensation insurance. The Contractor shall furnish the Contracting

Officer's Representative satisfactory evidence of subcontractors' insurance PRIOR to the subcontractor starting work.

H-4 QUALITY AND ACCEPTABILITY OF WORK

- A. The PM will determine the quality and acceptability of the Work. Any instance of unsatisfactory or improper work will be called to the attention of the Contractor who shall see that such deficiencies are corrected promptly.
- B. Any damages caused by the Contractor's operations shall be repaired or replaced at no expense to the Company.

H-5 SUSPENSION OF WORK

The Contracting Officer may order the Contractor, in writing, to suspend all or any part of the Work for such period of time as may be determined by the Contracting Officer as appropriate for the convenience of the Company.

H-6 RIGHTS AND REMEDIES

Neither the Company's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Company in accordance with applicable law for all damages to the Company caused by the Contractor's negligent performance of any of the services furnished under this Contract.

PART II - CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

I-1 ETHICS IN PUBLIC CONTRACTING

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, Code of Virginia § 2.2-3100 et seq.; the Virginia Governmental Frauds Act, Code of Virginia § 18.2-498.1 et seq.; and Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, all as the same may be amended from time to time and are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor.

I-2 INDEPENDENT PRICING

"THE OFFEROR CERTIFIES that:

- A. The prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other bidder or competitor relating to these prices;
- B. The prices in this offer have not been nor will be disclosed knowingly directly or indirectly to any other offeror or competitor before bid opening or Contract award unless otherwise required by law; and
- C. No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition.

I-3 ASSIGNMENT

- A. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- B. Any assignment or reassignment under this clause shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this Contract.

I-4 EQUAL EMPLOYMENT OPPORTUNITY

- A. Discrimination Prohibited: The Contractor hereby agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, gender identity, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. EOE Statement: The Contractor hereby agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.
- C. Notice to Labor Unions: The Contractor hereby agrees to notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.

- D. Compliance with Federal Requirements Sufficient: Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. Accommodation of Disabled Workers: The Contractor hereby agrees to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- F. Reasonable Accommodations: For the purposes of this section, reasonable accommodation may include: (i) making facilities used by employees readily accessible to and usable by persons with a disability; and (ii) job restructuring, part-time or modified work schedules, the acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.
- G. Undue Hardship: In determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:
 - 1. The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities, and the size of the budget;
 - 2. The Contractor's type of operation, including the composition and structure of the Contractor's work force; and
 - 3. The nature and cost of the accommodation needed.
- H. Refusal to Employ: The Contractor may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- I. Subcontracts: The Contractor hereby agrees to include the provisions in Subsections A through J in every subcontract so that such provisions will be binding upon each subcontractor.
- J. Non-compliance: In the event of the Contractor's noncompliance with any provision of this equal employment opportunity clause, upon a finding of such noncompliance by the Company, the Company may terminate or suspend or not renew, in whole or in part, this Contract.

I-5 FEDERAL, STATE, AND LOCAL TAXES

- A. Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and local taxes and duties. The Contractor, and not the Company, shall be responsible for payment of all taxes, including sales and use taxes that are imposed on the Contractor. The Contractor understands that the Company is

exempt from taxes and that the Contractor is not entitled to the benefit of, and cannot claim exemption under, any tax exemption to which the Company is entitled.

- B. Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this Contract, except as provided at subpart C below, if a statute, court decision, written ruling, or regulation takes effect after the Contract Date, and:
 - 1. results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property as of the Contract date, the Contract price shall be increased by the amount of such tax or duty or rate increase actually paid by the Contractor, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Contract price as a contingency reserve or otherwise; or
 - 2. results in the Contractor not being required to pay any such Federal excise tax or duty which would otherwise have been payable on such transactions or property as of the Contract date or which was the basis of an increase in the Contract price, the Contract price shall be decreased by the amount of the relief refund, or drawback, or that amount shall be paid to the Company. The Contract price shall be similarly decreased if the Contractor, through its fault or negligence or its failure to follow instructions of the Company, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- C. Paragraph (B) above shall not be applicable to social security taxes or to any other employment tax.
- D. No adjustment of less than \$100 shall be made in the Contract price pursuant to paragraph (B) above.
- E. As used in paragraph (B) above, the term "Contract Date" means the date set for bid opening, or if this is a negotiated contract, the Contract Date. As to additional supplies or services procured by modification to this Contract, the term "Contract Date" means the date of such modification.
- F. The Contractor shall promptly notify the Company of matters which will result in either an increase or decrease in the Contract price and shall take action with respect thereto as directed by the Company.

I-6 INDEMNIFICATION

- A. To the extent permitted by law, the Contractor shall indemnify and save the Company harmless from and against all actions, liability, claims, suits, damages, costs, statutory penalties, or expenses or any kind which may be brought or made against the Company, its agents and employees, or which the Company may pay or incur by reason of or in any manner resulting from injury, loss or damage to person or property and caused by the Contractor's, or Subcontractor's, willful or negligent performance of or failure to perform any of its obligations under the terms of this Contract.

- B. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts with respect to any and all claims against the Company or any of its agents or employees or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

I-7 CHOICE OF LAW; VENUE

This Contract is governed by the laws of the Commonwealth of Virginia. Any actions arising out of this Contract shall only be brought in the Circuit Court for the City of Alexandria, Virginia.

I-8 COMPLIANCE WITH APPLICABLE LAW

The offeror hereby represents and warrants that:

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

I-9 SEVERABILITY

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

I-10 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Company and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

I-11 ASSIGNMENT OF RISK

The Contractor shall bear all risk of loss with respect to all materials, improvements, and property until final acceptance, by the Company, of the Work.

I-12 ORAL MODIFICATION

No oral statements of any person whatsoever shall, in any manner or degree, modify or otherwise affect the terms of the Contract.

I-13 CLAIMS AND DISPUTES

- A. Claims: Contractual claims shall be submitted in writing not later than sixty (60) calendar days after the date of the final payment, provided however, that any claim not expressly reserved by the Contractor at the time of final payment, shall be deemed to be forever waived and released. No claim shall be considered by the Company (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 shall not be sufficient unless Contractor complies with each of the following:
1. The Contractor shall, within five (5) business 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 Project Manager written notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the Company.
 2. Within twenty (20) business days after delivering such notice, the Contractor shall deliver to the Purchasing Agent and the Project Manager 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.
 3. The Purchasing Agent or its designee shall make a determination of the claim within fifteen (15) business days after receipt of the itemized breakdown described in subparagraph (2) above, which decision shall be the final determination of the Company.

- B. Continuation of Work: The filing of a claim by the Contractor does not relieve the Contractor from their contractual duties relevant to the unaffected portion of the Work. The Contractor shall follow the Company's direction concerning the Work, both under claim and unaffected.
- C. Claims against Company Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the Company for, or on account of, anything done or omitted to be done in connection with this Contract.
- D. Disputes: Disputes shall be resolved in accordance with Title 2.2, Chapter 43 of the *Code of Virginia* (Virginia Public Procurement Act), as it may be amended from time to time.

I-14 PROCEDURES FOR SUBMITTING A BID OR PROPOSAL

- A. The bidder/proposer shall review and comply with the requirements of the ITB/RFP and ensure that all required information is provided and required forms are executed and returned with its bid/proposal.
- B. A bid/proposal shall contain the original signature of an individual who is authorized to bind the bidder/proposer. The original signature shall be provided on all bid/proposal documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable.

I-15 WITHDRAWAL OF BID OR PROPOSAL

A. BIDS:

1. A bidder may withdraw its bid from consideration at any time prior to the bid opening by notifying the Contracting Officer in writing of such withdrawal.
2. Subsequent to the commencement of the bid opening procedure, a bidder may withdraw its bid from consideration if the price bid was substantially lower than other bids due solely to a mistake therein, provided: (i) that the bid was submitted in good faith; (ii) that the mistake was a clerical mistake as opposed to a mistake in judgment and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid; and (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Contracting Officer's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.
3. The bidder shall give notice in writing of their claim of right to withdraw within two (2) business days of the conclusion of the bid opening procedure and shall submit original work papers, documents, and materials with such notice. The bidder shall submit the notice and documents to the Contracting Officer.

B. PROPOSALS:

1. A proposer may withdraw its proposal from consideration at any time prior to the submission due date and time by notifying the Contracting Officer in writing of such withdrawal.

I-16 LATE BIDS OR PROPOSALS

All submissions must be received by the due date and time stated herein. The Company will not accept any bid/proposal received after the deadline and shall return any late bid/proposal, unopened, to the bidder/proposer. Bids submitted to Purchasing by hand delivery, mail, or parcel service must be time stamped. In the event that a time stamp is not available, the time the bid is received shall be written on the envelope. The time shall be written in ink. A Purchasing employee shall observe the process and sign the outside of the envelope. Postmarks or other items used to date documents shall not be used to determine the timeliness of a bid or proposal.

I-17 PROTESTS AND APPEALS

Information regarding protests and appeals is provided in Title 2.2, Chapter 43 of the *Code of Virginia* (Virginia Public Procurement Act), as it may be amended from time to time.

I-18 TERMINATION

- A. Non-Appropriation of Funds: This Contract is conditioned upon an annual appropriation made by the City Council of the City of Alexandria to the Company 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 Company lacks funds from other sources to pay the compensation due under this Contract, the Company will be entitled, at the beginning of or during such fiscal year, to terminate this Contract. In that event, the Company 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 Company 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 Company's failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.
- B. Termination for Convenience: The Company shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) calendar days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of:
 1. The actual cost of any work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, or

2. The pro rata percentage of completion based upon the Schedule of Values plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof.
- C. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the Company. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the work. The Company 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 Company shall have the right of audit (and Contractor shall have the obligations) stated in Section I-21, insofar as they pertain to amounts claimed to be due hereunder.

D. Termination for Default:

1. The parties agree that:
 - a) If the Contractor fails to begin the work when required to do so; or
 - b) If, at any time during the progress of the work, the Company determines that the Contractor is not prosecuting the work with reasonable speed and diligence, or is delaying the work unreasonably or unnecessarily; or
 - c) If the force of workpeople or the quality or quantity of material furnished is not sufficient to insure completion of the work within the Contract period and in accordance with the Contract documents; or
 - d) If the Contractor fails to make prompt payments to suppliers or to subcontractors for the work performed in connection with this Contract; or
 - e) If the Contractor fails in any manner of substance to observe the provisions of this Contract; or
 - f) If any of the work, machinery, or equipment is defective and is not replaced as herein provided; then the Company, without prejudice to any other rights or remedies it may have hereunder, shall have the right to declare the Contractor in default in whole or in part. In the event the Company elects to declare the Contractor in default, the Company shall notify the Contractor and its sureties by written notice describing the nature of the default and providing the Contractor a right to cure such default within ten (10) calendar days after the date of the notice, or within such longer period as the Company, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the Company, the Company shall have the right to take any actions necessary to correct or complete the work, provided however, that if the Contractor is declared to be in default under this paragraph more than twice during the course of performance of this Contract, then upon the third or subsequent such default, the Company may proceed to terminate the Contract without further notice to the Contractor or the surety, whether such prior default(s) shall have been cured.
2. The parties further agree that:

- a) If legal proceedings have been instituted by others than the Company in such manner as to interfere with the progress of the work and to potentially subject the Company to the peril of litigation or outside claims; or
 - b) If the Contractor is adjudicated bankrupt or makes an assignment for the benefit of creditors; or
 - c) If in any proceeding instituted by or against the Contractor, an order is made or entered granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or
 - d) If a receiver or trustee is appointed for the Contractor or the Contractor's property; or
 - e) If this Contract or any part hereof is sublet without the prior written consent of the Company; or
 - f) If this Contract or any rights, monies, or claims hereunder are assigned in whole or in part by the Contractor, otherwise than as herein specified; or
 - g) If the work to be done under this Contract is abandoned; then, without prejudice to any other rights or remedies the Company may have, the Company shall have the right to terminate this Contract immediately, upon written notice to the Contractor.
3. Immediately, but no later than three (3) business days after receipt of notice of termination under subparagraphs (A) or (B) of this section, the Contractor shall discontinue all further operations in connection with the work, or such specified part thereof, and shall immediately vacate the site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.
 4. If the Contractor defaults or neglects to perform the work in accordance with the Contract documents and fails within a ten (10) calendar day period after receipt of written notice from the Company to cure such default or neglect, the Company may, without prejudice to the other rights the Company may have, correct such defaults or deficiencies by such means and in such manner, by contract with or without public letting, or otherwise as it may deem advisable, utilizing for such purpose without additional cost to the Company such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable and may take any or all of the following actions:
 - a) Delete part or parts of the work from this Contract and contract to have it performed by others;
 - b) Supplement the Contractor's work force;
 - c) Withhold payments due the Contractor and use such payments to satisfy any claims for monies owed by the Contractor in connection with the project, in accordance with G-4;
 - d) Replace or repair any defective work, machinery or equipment; or
 - e) Terminate the Contractor.
 5. The Contractor and its sureties shall bear all costs associated with completing or correcting the work, including without limitation, the cost of re-letting, the amount of any liquidated damages, and any and all costs incurred in connection with the

actions listed in this section. Any costs incurred in connection with completing or correcting the work shall be deducted from the amounts then or thereafter due the Contractor. In the event such amounts are not sufficient to cover the costs incurred in connection with completing or correcting the work, the Contractor and its surety shall pay to the Company the amount of any deficiency.

- E. Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs 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 delivery schedule.

I-19 DRUG-FREE WORKPLACE

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

I-20 AUDIT AND PRICE ADJUSTMENT

- A. 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 Company and the Company’s consultants or auditors at mutually convenient times.
- B. Price Adjustment for Defective Cost and Pricing Data: If any price, including profit or fee, negotiated in connection with this Contract or any change order or modification

under this Contract, was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the Company 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.

I-21 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.

I-22 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 hold harmless the Company and the architect, their 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 Company and the architect, their 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.

I-23 SURVIVAL

Any provision of the Contract that contemplates performance subsequent to any termination or expiration of the Contract shall survive any termination or expiration of the Contract and shall remain in full force and effect according to their terms.

I-24 NON-WAIVER

The failure of the Contractor or the Company to exercise any right, power or option arising under this Contract or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof or a waiver by the Contractor or Company of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.

I-25 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

I-26 NOTICE

- A. Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this section “writing” shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.
- B. Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's office at the Project or to the business address of the Contractor as stated in the Contract Documents. If delivered in person to the Contractor, written Notice shall be served on the Contractor's foreman or superintendent for the Project, or any officer or director of the Contractor.
- C. Notice to Company: Written Notice may be served on the Company by mail, courier, facsimile transmission or electronic mail to the Project Manager, with a copy to the Contracting Officer.

I-27 WAIVER OF INFORMALITIES

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

I-28 BID OR PROPOSAL SUBMISSION AND PRESENTATION COSTS

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

I-29 COMPLIANCE WITH THE BID OR PROPOSAL

- A. It is the responsibility of each Bidder/Proposer to thoroughly examine the documents and other related data identified in the solicitation before submitting a Bid/Proposal in response to the solicitation.
- B. Bidder/Proposer shall ensure that their submission complies with all the requirements of the solicitation. Any submission that is not in strict compliance with all provisions of the solicitation may be deemed non-responsive and disqualified.

I-30 CONDITIONAL BIDS OR PROPOSALS

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

I-31 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.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

- J-1** Proposer’s Reference Sheet
- J-2** Required Information Form
- J-3** Certified Statement of Non-Collusion
- J-4** Disclosure relating to Company Officials and Employees
- J-5** Equal Employment Opportunity Agreement
- J-6** No Proposal Form
- J-7** Sub-Contractors List

UPLOADED AS SEPARATE ATTACHMENTS

- J-8** Pricing Sheet
- J-9** Zero Emission Bus Feasibility Study

The following attachment is provided as a separate link:

- J-10** Alexandria Transit Vision Report
(https://www.alexandriava.gov/uploadedFiles/tes/Alexandria%20Transit%20Vision%20Final%20Report%20_2020-02-24.pdf)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

- L-1** A virtual pre-proposal conference is scheduled for September 16, 2020, at 10:00 a.m. EST via Zoom ([Proposer Pre-Registration Required](#)). Proposers shall submit any questions regarding scope of work or Contract requirements in writing to Evan Davis by email at evan.davis@alexandriava.gov. **Cut-off for questions shall be September 21, 2020, at 4:00 p.m. EST.**
- L-2** Proposers are required to fill in the offer located on Page 1 of the solicitations. Proposals that are not signed in block 17 may be considered non-responsive and not accepted.
- L-3** Proposals arriving after the time and date designated for the proposal submission (Block 9) will not be accepted or reviewed. Please allow sufficient time for the preparation and submission of your proposal.
- L-4** Proposers are required to submit the items in Section B and Section M-3 of this solicitation as a separate uploads to the Company's [Dropbox File Request](#). The file name of the uploads shall be formatted as follows: [PROPOSER NAME-RFP 21-02-DESCRIPTION] i.e. "Acme Corp-RFP 21-02-Proposal" or "Acme Corp-RFP 21-02-Pricing Sheet."
- L-5** The Company reserves the right to reject any or all proposals, without explanation, and to waive any informalities in the proposals.
- L-6** Proposers not wishing to submit a proposal are requested to complete the No Proposal Form (attachment J-6) and return.

SECTION M: EVALUATION FACTORS FOR AWARD

The Company is using the competitive negotiation method of source selection for this solicitation, as authorized by the Virginia Public Procurement Act. During the review of Proposals submitted in response to the RFP, and as it deems necessary, the Company may conduct discussions with responsible Proposers determined to be reasonably susceptible of being selected for award, for the purpose of clarification to assure full understanding of, and responsiveness to, the RFP requirements.

An award, if made, will be made to the responsive and responsible Proposer(s) whose Proposal(s) falls within the competitive range and is determined to be advantageous to the Company, taking into consideration the factors set forth in the RFP.

The Company reserves the right to terminate this solicitation up to award without explanation and to waive any informality in submitted proposals.

The Company reserves the right to make partial awards, multiple awards, aggregate award or to reject any or all Proposals in response to the RFP.

M-1 MINIMUM CRITERIA FOR RESPONSIBILITY

The Company will use the following minimum criteria to determine the responsibility of a Proposer:

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

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

M-2 SELECTION ADVISORY COMMITTEE AND EVALUATION FACTORS

- A. The Selection Advisory Committee approved by the Contracting Officer will evaluate the Proposal(s) received by the Company. Other Company and City officials and contractors also may review the Proposal(s).
- B. A Purchasing representative will attend all meetings as a non-voting liaison.
- C. The factors to be considered in the evaluation of Proposals are listed below. The total maximum possible number of points for each evaluation factor is indicated with a maximum of one hundred (100) points.

	Evaluation Factors	Points Value
1.	Understanding of Scope of Work and Technical Project Approach (Sections C-4 and M-3-E)	40
2.	Corporate Experience (Sections C-4 and M-3-E)	10
3.	Project Team Experience (Section C-4 and M-3-F)	20
4.	Phase 1 Project Schedule (Section M-3-H)	10
5.	Cost Competitiveness (Sections B and M-4)	20
Total Possible Points		100

M-3 RESPONSE FORMAT

A Proposal submitted pursuant to the RFP shall include each of the following items in the order in which they appear below. Each item shall be clearly labeled, with pages numbered and separated into sections. A Proposer's failure to include all listed items may result in the rejection of its Proposal by the Company.

Proposers must demonstrate an understanding of each task as well as explain the approach to each task. Restatements of the tasks presented in the RFP are not acceptable and will not be considered responsive.

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

A. Title Page

The title page shall include the following information:

1. The RFP title and number;
2. The Proposer's name, address, telephone number, and facsimile number;
3. The name and e-mail address of the Proposer's authorized contact person with respect to the Proposal; and
4. The date of preparation of the Proposal.

B. Table of Contents

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

C. Section I, Signed Offer and Award Form

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

D. Section II, Signed attachments J-2 through J-5

The Proposer shall complete and sign the stated attachments. The signatory must be an individual who is authorized to legally bind the Proposer.

E. Section III, Letter of Transmittal

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

1. An executive summary of the Proposer's understanding of the services sought through the RFP, and a description of the Proposer's underlying philosophy in providing the services;
2. The name, position, address, telephone number, and e-mail address of the individuals who are authorized to make representations on behalf of the Proposer;
3. A statement that the signatory to the transmittal letter and the Offer and Award Form is authorized to bind the Proposer to contract with the Company; and
4. Furnish documentation that the Proposer is properly licensed under the applicable laws of the Commonwealth of Virginia.

F. Section IV, Corporate Experience and Project Understanding and Approach

The Proposer shall include information and documentation describing the extent of its experience and expertise in providing the services sought pursuant to the RFP. The information and documentation shall include, but is not limited to, information that documents the Proposer's qualifications to meet the RFP requirements and to produce the required outcomes, including its ability, capacity, skill, and experience in providing the required services. The Proposer shall include information related to its Work plan and its ability to meet the requirements of this RFP.

G. Section V, Client References for Similar Work Performed

The Proposer shall complete the Proposer's Reference Sheet (Attachment J-1)

A uniform sample of references may be checked for each Proposer.

H. Section VI, Project Team Experience

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

1. A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s), and accounting manager(s) and staff.

2. Resumes of all proposed key personnel and, if applicable, subcontractors who will be performing the Work under the Contract.
3. A narrative that describes the work responsibilities of all key personnel proposed to be assigned to the Contract, including the following for each individual: the individual's qualifications, education, and special competencies that will be valuable in performing the work under the Contract; the individual's experience on similar contracts; the individual's proposed title and weekly work schedule; whether the person is an employee of the Proposer, another firm or organization, or an independent contractor; and the estimated number of hours the individual will contribute to the Contract.
4. The name of the proposed Contract administrator and a description of his or her experience with similar contracts, including public sector organizations.
5. The name of the individual responsible for customer service and problem resolution and a description of his or her relevant experience.

The key personnel named in the Proposal shall remain responsible throughout the term of the Contract. No diversion or replacement may be made without the PM's approval.

I. Section VII, Project Schedule

The Proposer shall include a proposed project schedule. This schedule shall indicate time to completion of each task following a notice to proceed. Project schedule shall include start and completion date of each task of Phase 1, including date of deliverables.

In addition, the Proposer shall include a proposed task completion duration for each individual task under Phase 2. These durations shall also disclose any prerequisite tasks of Phase 1 which need to be completed prior to the beginning of any task of Phase 2.

J. Section VIII, Sub-Contractor Form (Attachment J-7)

The Proposer shall provide a completed Sub-Contractor Form.

K. Section IX, Acceptance of Conditions

The Proposer shall indicate its acceptance of the requirements, terms and conditions, and insurance, as set forth in the RFP, including all addenda issued pursuant to the RFP. A statement to this effect shall be sufficient.

M-4 COST PROPOSAL: As a Separate Upload

The Proposer shall provide detailed fees and pricing in Attachment J-8 for the Work identified in this RFP and consider the following information:

1. Once the Contract has been awarded, the Contractor will not be permitted to charge the Company for any service that is not clearly identified in terms of price and cost and fee elements and detail within their original proposal to the Company, or in budgets agreed to by the Company and the Contractor, under the terms of this Contract. The only exceptions to this limitation will be if the Company specifically requests an additional service that was not identified in the RFP or the Proposer's Proposal.
2. The Company will not pay any costs for additional services, supplies, or other fees not identified in the RFP or the Proposer's Proposal without prior approval of a Change Order.

J-1 PROPOSER’S REFERENCE SHEET

Proposers are required to provide at least three (3) references for work of similar sizes and scope to this RFP. The contact information is to be current as of the date of the solicitation response. The Company is not responsible for correcting the contact information provided. If the information is not accurate or if a reference is not reachable or does not return the contact request, that reference will not be included in the evaluation.

Contract Number	Date(s) of Work	Contract Description	Contract Dollar Amount	Point of Contact: Address, Phone, Email

J-2, REQUIRED INFORMATION FORM

Each Proposer submitting a response to this Invitation to Bid is to provide the following information:

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

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

Name_____

Address_____

City_____

State_____

Partnerships are to provide this information for all partners.

- 3. If the 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 Virginia, as amended.

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

President_____

Vice-President_____

Secretary_____

Treasurer_____

Registered Agent _____

Proposer's Name

Proposer's Authorized Signatory

Date

Name and Title of Authorized Signatory

J-5, EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The Contractor hereby agrees:

- (1) Not to discriminate against any employee or applicant for employment because race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, gender identity, or handicap, except as is otherwise provided by law.
- (2) 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.
- (3) 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.
- (4) To submit to the General Manager and the Company's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the General Manager.
- (5) 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.

- (6) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
- (7) In the event of the Contractor's non-compliance with any provision, upon a finding of such non-compliance by the Company, the Company may terminate or suspend or not renew, in whole or in part, this Contract.

Proposer's Name

Proposer's Authorized Signatory

Date

Name and Title of Proposer's Authorized Signatory

J-6, NO PROPOSAL FORM

ALEXANDRIA TRANSIT COMPANY

NO PROPOSAL FORM – SOLICITATION RFP 21-02

ATTENTION: PROPOSERS WHO ARE NOT PROPOSING ON THIS CONTRACT

As part of our continuing efforts to improve our procurement practices, we would appreciate feedback from vendors who are not participating in our solicitations. If you are not submitting a response, please take a moment to indicate on the enclosed request which of the following best describes the reason(s) you have not submitted a bid.

(Check one)

- _____ 1. My company does not sell the product(s) or service requested.
- _____ 2. The specifications were unclear and/or appear to be written around a competitor’s products. (If you check this, please describe and attach information about your product or service).
- _____ 3. The solicitation submission date did not allow us adequate time to prepare and submit a proposal. (Please explain. Understanding your needs will help us ensure that we provide adequate time generally for a proposal response to be prepared. Depending upon the circumstances, the Company can extend the deadline if we are advised)
- _____ 4. My company is not in a position, for business reasons, to handle the order/project now.
- _____ 5. The general terms and conditions for this contract are not acceptable to my company. (Please explain).
- _____ 6. Our experience on previous Company contracts was not satisfactory. (Please explain).
- _____ 7. Other (please explain).

Your Information:

Company Name, Address, and # of Emp.

Please Indicate Whom We May Contact:

_____ Name _____

_____ Phone _____

Note: Additional detail can be noted on reverse side or on separate sheet, but please include item# as part of continued explanations.

J-7, SUBCONTRACTOR’S LIST

The following list provides the name of the prime Contractor and their 1st tier subcontractors who shall perform the work about Solicitation RFP 21-02 and its resulting Contract. The general type of work to be performed and the approximate percentage of the total work per prime and 1st tier subcontractor shall be annotated. (Note: The prime Contractor may be required to perform a percentage of the total work with their own forces as required in the proposal documents).

VENDOR NAME	TYPE of WORK	% of TOTAL WORK
Prime Contractor		
1 st Tier Subcontractors		
TOTAL % OF CONTRACT AMOUNT		100%

Submitter Information (Party authorized to enter the Contract)

NAME	
TITLE	
COMPANY	
SIGNATURE/DATE	