

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

MANPOWER US INC.	DATE ISSUED:	12/05/2018
100 MANPOWER PLACE	CURRENT REFERENCE NO:	19-119-R
MILWAUKEE, WISCONSIN 53212	CONTRACT TITLE:	TEMPORARY STAFFING SVCS

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-119-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 8/31/2019

RENEWALS: THREE (3) ONE (1) YEAR RENEWAL OPTIONS FROM 9/1/2019 TO 8/31/2022

COMMODITY CODE(S): 96269

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-119-R

EXHIBIT A – CITY OF ALEXANDRIA RFP #00000173

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ANDREA RUBINO

VENDOR TEL. NO.:

(703) 243-7121 EXT
70356

EMAIL ADDRESS: ANDREA.RUBINO@MANPOWER.COM

COUNTY CONTACT: MICHAEL STEWART (DMF)

COUNTY TEL. NO.:

(703) 228-3510

COUNTY CONTACT EMAIL: MSTEWART1@ARLINGTONVA.US

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 19-119-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Manpower US Inc. ("Contractor"), a Delaware foreign corporation with a place of business at 100 Manpower Place, Milwaukee, Wisconsin 53212 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A City of Alexandria RFP #00000173, (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the City of Alexandria and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the City of Alexandria, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "City of Alexandria" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than August 31, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if the City of Alexandria renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than three (3) additional twelve (12) month periods from September 1, 2019 to August 31, 2022 ("Subsequent Contract Term"). However, if the City of Alexandria does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the City of Alexandria's contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County

Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide temporary staffing services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. 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.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it,

together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Andrea Rubino, Market Manager
1000 Wilson Boulevard, Suite M730
Arlington, Virginia 22209

Contact Information for the Department of Technology Services

Maria Meredith, Project Officer
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

AND

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander
Email: lalexander@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an “Acord” certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.


WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MANPOWER US INC

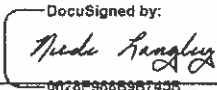

AUTHORIZED

AUTHORIZED

SIGNATURE: 

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

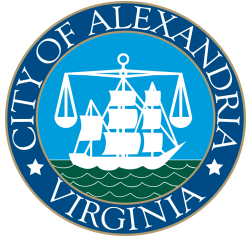
DATE: 12/05/2018

SIGNATURE:  

NAME AND
TITLE: Nicole Langley Nicole Langley W. P. D. O.

DATE: 11/27/2018 8:30:04 AM PST LANGLEY
12/5/18

PO CHANGE ORDER



City of Alexandria
 Purchasing Division
 100 N. Pitt Street
 Bankers Square Suite
 301
 Alexandria, VA 22314

V E N D O R	VENDOR NUMBER : 00001029
	Manpower International Inc. 100 Manpower Place Milwaukee, WI 53212

Change Order Date:	06/29/18
Original PO Date:	08/20/12
Buyer:	Hauer, CPPO, CPPB.
Phone #:	Michael
Terms:	(703)746 - 4295
FOB:	

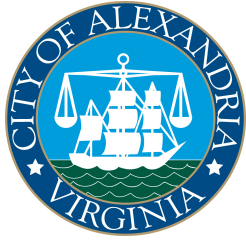
Change Order Number	3
PO Number	13-05732 : 0

S H I P T O	Human Resources Department

Department	Bid	Requisition Number	Delivery Date
Human Resources Department			

Item	Class-Item	Quantity	Unit	Unit Price	Total
	(961-30) RFP# 00000173 & RFP TITLE: TEMPORARY STAFFING SERVICES: The purpose of this Master Blanket Purchase Order is to establish a contract between the City and the above-referenced Contractor. The Contractor shall provide temporary staffing services for the Human Resources Department and other City Departments in accordance with the terms, conditions, and specifications contained in the City's Request for Proposals #00000173. The term of this contract shall be for the period starting August 20, 2012 and ending August 31, 2017. The City reserves the right to renew the Contract for a period of five (5) additional years, of (1) year at a time, at the sole option and discretion of the City's Purchasing Agent. Price increases are not automatic. The Contractor may request a price increase on each annual anniversary date of the contract. The Contractor's written request must be submitted within fifteen (15) working days from the annual anniversary date of the contract. Any price increase requested after the fifteen (15) day period will not be retroactive to the contract's annual anniversary date, but will be effective on the date of the City Purchasing Agent's written approval. Any such price increase(s) shall be limited to the percentage calculated by the United States Department of Labor, Bureau of Labor Statistics, as the Consumer Price Index for All Urban	0.00	EA	\$0.00	\$0.00

PO CHANGE ORDER



City of Alexandria
Purchasing Division
100 N. Pitt Street
Bankers Square Suite
301
Alexandria, VA 22314

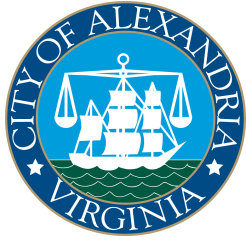
V E N D O R	VENDOR NUMBER : 00001029	Change Order Date: 06/29/18	Change Order Number
	Manpower International Inc. 100 Manpower Place Milwaukee, WI 53212	Original PO Date: 08/20/12 Buyer: Hauer, CPPO, CPPB. Phone #: Michael Terms: (703)746 - 4295 FOB:	3 PO Number 13-05732 : 0

S H I P T O	Human Resources Department	

Department	Bid	Requisition Number	Delivery Date
Human Resources Department			

Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>Consumers (CPI-U), Baltimore-Washington DC-MD-VA-WV selected Area, All Items. If there is a decrease in the Consumer Price Index for All Urban Consumers (CPI-U), Baltimore-Washington DC-MD-VA-WV Selected Area, All Items, at the time of the contract's annual anniversary, the City will reduce the price(s) in the contract by the percentage of decrease in the referenced index. To ensure timely payments, mail invoice(s) to the appropriate departmental address as shown above. Please reference BPO# 13-05732 on all invoices and correspondence pertaining to the contract.</p> <p>CONTACTS: Purchasing Division: Michael Hauer, 703.746.4295; Departmental: Nancy Stephens, 703.746.3779; Vendor: Chuck Ray, 434.245.0071; Email: chuck.ray@manpower.com</p> <p>(961-30)</p> <p>The sole purpose and intent of this amendment is to exercise the City's option to renew this contract for the period beginning September 1, 2017 and continuing through August 31, 2018. The City reserves the right to renew the Contract for a period of four (4) additional years, one (1) year at a time, at the sole option and discretion of the City's Purchasing Agent. All other terms and conditions remain unchanged.</p>	0.00	EA	\$0.00	\$0.00

PO CHANGE ORDER



City of Alexandria
 Purchasing Division
 100 N. Pitt Street
 Bankers Square Suite
 301
 Alexandria, VA 22314

VENDOR
VENDOR NUMBER :
00001029
 Manpower International Inc.
 100 Manpower Place
 Milwaukee, WI 53212

Change Order Date: 06/29/18
 Original PO Date: 08/20/12
 Buyer: Hauer, CPPO, CPPB.
 Phone #: Michael
 Terms: (703)746 - 4295
 FOB:

Change Order Number
 3
 PO Number
 13-05732 : 0

SHIP TO
 Human Resources Department

Department	Bid	Requisition Number	Delivery Date
Human Resources Department			

Item	Class-Item	Quantity	Unit	Unit Price	Total
3.00 0	(961-30) The sole purpose and intent of this amendment is to exercise the City's option to renew this contract for the period beginning September 1, 2018 and continuing through August 31, 2019. The City reserves the right to renew the Contract for a period of three (3) additional years, one (1) year at a time, at the sole option and discretion of the City's Purchasing Agent. All other terms and conditions remain unchanged.	0.00	EA	\$0.00	\$0.00

Subtotal:	\$0.00
Tax:	\$0.00
Freight:	\$0.00
Discount:	\$0.00
Change Order Total:	\$0.00
Previous Total:	\$0.00
Revised Total:	\$0.00

PURCHASING AGENT



(703) 746-4944

FINANCE DEPARTMENT
PURCHASING DIVISION
Suite 301 – Banker's Square
100 North Pitt Street
Alexandria, Virginia 22314



Fax: (703) 838-6493

**CONTRACT
FOR
TEMPORARY STAFFING SERVICES
FOR THE
HUMAN RESOURCES SERVICES DEPARTMENT**

THIS CONTRACT (the "Contract") is made this 20th day of Aug, 2012 between the CITY OF ALEXANDRIA, a Municipal Corporation of Virginia, by the Purchasing Division (hereinafter called the "City") and

Mr. Chuck Ray
Regional Director
Manpower International, Inc.
400 Preston Avenue
Suite 125
Charlottesville, Virginia 22903

(Hereinafter called the "Contractor"):

WITNESSETH

WHEREAS, the City requested proposals to obtain the services of qualified firms to provide Temporary Staffing Services for the City's Human Resources Department;

WHEREAS, Manpower International, Inc. submitted a response, dated April 6, 2012, to provide temporary staffing services; and

WHEREAS, the City desires to obtain, and Manpower International, Inc. desires to provide temporary staffing services for the City's Department of Human Resources.

NOW, THEREFORE, for and in consideration of the payments set forth in Article 11 below, and the mutual promises contained herein, the parties agree as follows:

1.0 DEFINITIONS

1.01 The following documents are incorporated herein by reference and are made a part of this Contract:

Exhibit I - Request for Proposals (RFP) Number 00000173 dated March 2, 2012;
Exhibit II - Addendum #I dated March 27, 2012; and
Exhibit III – Manpower International Inc.’s proposal response to RFP Number 00000173 dated April 6, 2012.

The Contract or Contract Documents shall also consist of the following:

- A. The signed Contract, which specifically identifies all other Contract Documents associated with the Work;
- B. These General Conditions of the Contract;
- C. All Change Orders issued subsequent to the execution of the Contract.

This Contract with Exhibits I through III and Contract Documents A through H shall constitute the whole and entire agreement between the parties. Where there is a conflict between the requirements of this contract and the requirements of Exhibits I through III, the requirements of this contract shall govern.

1.02 City: The City of Alexandria, its authorized representatives and employees.

1.03 City Purchasing Agent: The Director of the Division of Purchasing of the Finance Department of the City of Alexandria, or their designated representative, who shall serve as the City’s Chief Contracting Officer.

1.04 Contracting Officer’s Technical Representative (COTR): The City representative, appointed by the Purchasing Agent who serves as the technical representative for purposes of administering the Contract.

1.05 Work: The Services required to be delivered by the Contractor pursuant to this Contract.

1.06 Change Order: A written order to the Contractor, signed by the City, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.

1.07 Contract Sum: The total amount payable to the Contractor for performance of the Work. The Contract Sum is stated in the Proposal and shall include any adjustments granted by Change Order.

- 1.08 **Contractor:** The individual, firm or organization, which contracts with the City to perform the Work. As employed herein, the term "Contractor" may refer to an individual, an organization, or to the Contractor's authorized representative.
- 1.09 **Acceptance (Services):** When used with respect to Services, Acceptance shall mean approval of Contractor's invoice for such Services by the COTR.
- 1.10 **Time(s) for Performance:** The date(s) on which Goods are required to be delivered and/or Services are required to be provided, in accordance with the Contract Documents.
- 1.11 **Final Payment:** The payment of the balance of the Contract Sum, following the Acceptance of all Goods and Services delivered pursuant to this Contract.
- 1.12 **Notice:** As defined in Paragraph 17.

2.0 THE CITY

- 2.01 **Authority of the Purchasing Agent:** The Purchasing Agent shall be the Chief Contracting Officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to Article 10. No Notices to the City shall be effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.
- 2.02 **Authority of the Contracting Officer's Technical Representative (COTR):** The Contract shall be administered by Nancy Stephens, Human Resources Department 703 746.3779 or designated representative, who shall be referred to in the Contract Documents as "COTR."
- 2.03 **Additional City Representatives:** The COTR may designate one or more additional representatives to coordinate with the Contractor and/or to inspect the Work performed by the Contractor.

3.0 THE CONTRACTOR

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

Contractor's Representative: Chuck Ray, 434.245.0071
chuck.ray@manpower.com

4.0 TERMS FOR PERFORMANCE

- 4.01 The Work.** The services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents.

All persons performing services pursuant to the Contract shall be duly qualified to perform those services and shall hold any licenses required by law for persons performing such Services.

- 4.02 Time for Performance:** Time is of the essence of this Contract. The Contractor shall perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.
- 4.03 Period of Performance:** The term of this contract shall be effective from the date this contract executed through August 31, 2017. Any renewal options requested by the City will be included in the performance period.

5.0 INSPECTION, ACCEPTANCE AND REJECTION

- 5.01 Quality Assurance:** Contractor and its subcontractors shall provide and maintain a quality assurance system acceptable to the City covering services under this Contract and will render to the City only those services that conform to the Contract Documents. Contractor will keep records evidencing performance and will make these records available to the City during Contract.
- 5.02 Acceptance:** All services to be delivered hereunder shall be subject to final acceptance by the City.
- 5.03 Rejection:** The City shall give notice of rejection of services performed hereunder within a reasonable time after receipt of such services. Acceptance by the City shall not waive any rights that the City might otherwise have at law or by express reservation in this Contract with respect to any nonconformity.
- 5.04 No Waiver of Defects:** COTR's failure to discover, or reject defective work or work not in accordance with the Contract Documents shall not be deemed an acceptance thereof nor a waiver of the City's rights to a proper execution of the work or any part of it.
- 5.05 Acceptance of Defective or Nonconforming Work:** The City reserves the right to accept any defective work or work not in compliance with the Contract Documents; provided, however, that in such event the contract sum shall be reduced by an appropriate and equitable amount to account for such defect or noncompliance

6.0 SAMPLES

- 6.01 Samples:** Samples of services items may be required by the City for review and must be furnished free of expense to the City. The samples furnished must be identical in all respects to the services proposed and/or specified in the Contract.
- 6.02 Return of Samples:** Samples of services submitted, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

7.0 CHANGES

- 7.01 Change Orders:** The City may order changes in the work consisting of additions, deletions, or modifications, the contract sum and the time for performance being adjusted accordingly. Such changes shall be authorized only by written Change Orders signed by the Purchasing Agent.

8.0 PAYMENTS TO CONTRACTOR

Contractor shall provide temporary staffing services for the following amount:

Temporary Staff Positions	Fee
See Attached List	See Attached List

- 8.01 Payment for Services:** The Contract requires the Contractor to perform services, and the Contractor shall submit its invoice for the services performed on or before the 15th day of the following month. The invoice shall bill for the services at the rate specified in the Contract. The COTR shall verify that the services have been performed in accordance with the Contract and, if appropriate, will approve the invoice and process it for payment.
- 8.02** The Contractor shall submit original invoices to the Procurement Director's Technical Representative which clearly describe and itemize the equipment, supplies or Services provided. In addition, invoices shall contain, at a minimum, the following information:
 - A. The date of the Contract;
 - B. The Contract Number;
 - C. The price in accordance with the price stated in the Contract;

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

8.03 Time for Payments: In accordance with Section 3-3-56 of the Code of the City of Alexandria, payments are due and payable forty-five (45) days after: (a) the date of the City's receipt of services; or (b) the COTR's receipt of the Contractor's valid invoice, whichever is later. Within 30 days after receipt of the invoice the City shall give the Contractor notice of any impropriety, which would prevent payment by the required payment date.

9.0 TERMINATION OR SUSPENSION

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

9.02 Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) days prior written Notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of: (1) the actual cost of any Work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus 10%, or (2) the pro rata percentage of completion based upon any schedule of payments set forth in the Contract Documents, plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall have the right of audit (and Contractor shall have the obligations) stated in Paragraph 21, insofar as they pertain to amounts claimed to be due hereunder.

9.03 Termination for Default: The City of Alexandria may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

- A. If the Contractor fails to deliver the Goods or perform the Services within the Time(s) for Performance specified in this Contract, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Procurement Director or his designee;
- B. If the Contractor fails to perform any of the other provisions of this Contract, fails to make progress so as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of Notice from the Procurement Director or his designee; or
- C. Without further notice, if the Contractor defaults in the performance of its duties pursuant to paragraphs (A) and/or (B) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.

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

10.0 CLAIMS AND DISPUTES

10.01 Claims: Contractual claims shall be submitted in writing not later than sixty (60) days after the date of final payment. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the work upon which the claim is based. Written notice of the Contractor's intention to file a claim pursuant to this Paragraph 13.01 shall not be sufficient unless Contractor complies with each of the following:

- A. The Contractor shall, within five (5) days after the occurrence of the event giving rise to such claim or the beginning of the work upon which the claim is based, deliver to the Purchasing Agent and the COTR written notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.
- B. Within twenty (20) days after delivering such Notice, the Contractor shall deliver to the Purchasing Agent and the COTR a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed waived.
- C. The Purchasing Agent or their designee shall make a determination of the claim within fifteen (15) days after receipt of the itemized breakdown described in Subparagraph B above, which decision shall be the final determination of the City.

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

11.0 INSURANCE

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

12.0 INDEMNITY

- 12.01** The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the Contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Contractor or its Subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.

13.0 EQUAL EMPLOYMENT OPPORTUNITY

- 13.01 Discrimination Prohibited:** The Contractor agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational

qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 13.02 **Affirmative Action:** The Contractor agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Code of the City of Alexandria to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria and approved by the City Council of the City of Alexandria.
- 13.03 **EOE Statement:** To include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the commission, meaning same.
- 13.04 **Notice to Labor Unions:** To notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
- 13.05 **Reports to the City:** To submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the administrator may request more frequent special reports of particular employers provided the commission has found such employers to have violated any provision of Chapter 4, of Title 12 of the Code of the City of Alexandria.
- 13.06 **Compliance with Federal Requirements Sufficient:** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph.
- 13.07 **Accommodation of Disabled Workers:** To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
- 13.08 **Reasonable Accommodations:** That for the purpose of this paragraph reasonable accommodation may include (i) making facilities used by employees readily accessible to and usable by persons with a disability and (ii) job restructuring, part-time or modified work schedules, acquisitions or modification of equipment or devices, the provision of readers or interpreters and other similar actions.
- 13.09 **Undue Hardship:** That in determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:

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

13.10 Refusal to Employ: That it may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

13.11 Subcontracts: To include the provisions in Paragraphs 16.01 through 16.10 of this Article in every subcontract so that such provisions will be binding upon each subcontractor.

13.12 Non-compliance: That in the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

14.0 SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH

14.01 The City of Alexandria is committed to increase the opportunity for utilization of small, minority and women owned business in all aspects of procurement and have adopted a policy for increasing that participation. This policy is set forth in Sections 3-3-111 and 12-4-6 of the Code of the City of Alexandria. The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its SMBE program.

15.0 ETHICS IN PUBLIC CONTRACTING

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

16.0 DRUG-FREE WORKPLACE

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

16.02 Definition: For the purposes of this Paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

17.0 NOTICE

17.01 Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.

17.02 Notices to Contractor: Written notices may be served on the Contractor by certified 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.

17.03 Notices to City: Written notices may be served on the City by certified mail, courier, facsimile transmission or electronic mail to the COTR, with a copy to the Purchasing Agent.

18.0 SERVICE CONTRACT WAGES

18.01 Living Wage: If applicable, the Contractor shall comply with provisions of Section 3-3-31.1 of the Code of the City of Alexandria during the performance of this Contract. All Contractor employees working on City-owned or City-occupied property shall be paid an hourly wage no less than the hourly wage rate published on the City's world-wide web site at the time of Contract execution (the "Living Wage").

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

- E. Submit, within five (5) working days of the end of each period, quarterly and annual payroll reports in a form approved by the Purchasing Agent to include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

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

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

19.0 MISCELLANEOUS PROVISIONS

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

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

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

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

- 19.05 Severability:** Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provisions(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.
- 19.06 Survival:** Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Articles 7 (Warranty); 13 (Claims and Disputes); 15 (Indemnity), and 21 (Audit and Price Adjustment), shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
- 19.07 Non-Waiver:** The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
- 19.08 Headings:** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

20.0 SIGNATORIES

The parties agree that they shall be bound by the contents of this Contract.

MANPOWER INTERNATIONAL, INC.
400 PRESTON AVENUE
SUITE 125
CHARLOTTESVILLE, VIRGINIA 22903

CITY OF ALEXANDRIA,
A MUNICIPAL CORPORATION
OF VIRGINIA

BY: Charles B. Ray
TITLE: Regional Director
DATE: August 13, 2012

BY: Michael F. Hauer
TITLE: Acting Purchasing Agent
DATE: 8/20/12

Tab XV, Cost Proposal

City of Alexandria Pricing Matrix

Positions	Minimum Hourly Pay	Maximum Hourly Pay	Mark Up	Minimum Hourly Bill Rate	Maximum Hourly Bill Rate
<u>ACCOUNT CLERK I/ GS 05</u>	\$13.45	\$21.12	38.00%	\$18.56	\$29.15
<u>ACCOUNT CLERK II/ GS 07</u>	\$13.35	\$23.12	38.00%	\$18.42	\$31.91
<u>ACCOUNT CLERK III/ GS 10</u>	\$15.32	\$26.53	38.00%	\$21.14	\$36.60
<u>ACCOUNT CLERK IV/ GS 12</u>	\$16.80	\$29.09	38.00%	\$23.18	\$40.14
<u>ACCOUNTANT I/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>ACCOUNTANT II/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>ACCREDITATION MANAGER I/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>ACCREDITATION MANAGER II/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>ADMINISTRATIVE ANALYST/ GS 11</u>	\$16.04	\$27.78	38.00%	\$22.14	\$38.33
<u>ADMINISTRATIVE SUPPORT I/ GS 04</u>	\$13.50	\$20.19	38.00%	\$18.63	\$27.87
<u>ADMINISTRATIVE SUPPORT II/ GS 06</u>	\$13.40	\$22.09	38.00%	\$18.49	\$30.49
<u>ADMINISTRATIVE SUPPORT III/ GS 08</u>	\$13.97	\$24.20	38.00%	\$19.28	\$33.39
<u>ADMINISTRATIVE SUPPORT IV/ GS 10</u>	\$15.32	\$26.52	38.00%	\$21.14	\$36.60
<u>ADMINISTRATIVE SUPPORT V/ GS 13</u>	\$17.59	\$30.46	38.00%	\$24.28	\$42.04
<u>AIR POLLUTION CONTROL SPECIALIST/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>ALTERNATIVE PROGRAMS MANAGER/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>AMERICANS WITH DISABILITIES (ADA) PROGRAM MANAGER/...</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>APPRAISER SUPERVISOR/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>APPRAISER/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>ARCHAEOLOGIST/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>ASSESSMENTS RECORDS SPECIALIST/ GS 14</u>	\$18.48	\$32.00	38.00%	\$25.50	\$44.16
<u>ASSISTANT DIRECTOR OF FINANCE/ TREASURY/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>ASSISTANT DIRECTOR/ ALEXANDRIA WORKS/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>ASSISTANT DIRECTOR/ HUMAN RESOURCES/ GS 26</u>	\$33.17	\$57.45	45.00%	\$48.10	\$83.30

<u>ASSISTANT DIRECTOR/ OFFICE FOR EARLY CHILDHOOD DEV...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>ASSISTANT DIRECTOR/ OFFICE OF COMMUNITY SERVICES/...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>ASSISTANT DIRECTOR/ OFFICE ON YOUTH/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>ASSISTANT DIRECTOR/EXTENDED CARE SERVICES / GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>ASSISTANT DOCKMASTER/ GS 12</u>	\$16.80	\$29.09	45.00%	\$24.36	\$42.17
<u>ASSISTANT FOOD SERVICES SPECIALIST/ GS 07</u>	\$13.35	\$23.12	38.00%	\$18.42	\$31.91
<u>ASSISTANT REGISTRAR I/ GS 05</u>	\$13.45	\$21.12	45.00%	\$18.42	\$29.15
<u>ASSISTANT REGISTRAR II/ GS 08</u>	\$13.97	\$24.20	45.00%	\$20.26	\$35.09
<u>ASSISTANT TO THE CITY MANAGER/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>ASSISTANT VOCATIONAL SERVICES MANAGER/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>ASSOCIATE DIRECTOR/ CHILD, FAMILY & PREVENTION SER...</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>ASST DIRECTOR/ COMMUNITY SUPPORT PROGRAM/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>ASST DIRECTOR/ OFFICE OF EMPLOYMENT & TRAINING/ GS...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>AUDIOLOGIST/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>AUTOMOTIVE PARTS MANAGER/ GS 16</u>	\$20.37	\$35.28	38.00%	\$28.11	\$48.68
<u>AUTOMOTIVE PARTS SPECIALIST/ GS 07</u>	\$13.35	\$23.12	38.00%	\$18.42	\$31.91
<u>AUTOMOTIVE SERVICES WORKER/ GS 07</u>	\$13.35	\$23.12	38.00%	\$18.42	\$31.91
<u>Behavioral Health & Youth Development Division Chi...</u>	\$33.17	\$57.45	45.00%	\$48.10	\$83.30
<u>BUDGET MANAGEMENT ANALYST I/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>BUDGET MANAGEMENT ANALYST II/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>BUILDING SYSTEMS TECHNICIAN/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>CHIEF DEPUTY CLERK I / GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>CHIEF DEPUTY CLERK II / GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54

<u>CHIEF FINANCIAL OFFICER/GS 31</u>	\$42.22	\$73.11	45.00%	\$61.22	\$106.01
<u>CHIEF MANAGEMENT OFFICER/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>CHIEF OF STAFF</u>	\$42.22	\$73.11	45.00%	\$61.22	\$106.01
<u>CHIEF OF SURVEYS/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>CHIEF OFFICER ADMININSTRATIVE SERVICES/ GS27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>CHIEF OFFICER STRATEGIC INITIATIVES & COMMUNICATIO...</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>CIRCUIT COURT LAW CLERK/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>CITY ARCHAEOLOGIST/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>CLIENT INTAKE SERVICES WORKER/ GS 08</u>	\$13.97	\$24.20	38.00%	\$19.28	\$33.39
<u>CODE INSPECTOR I/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>CODE INSPECTOR II/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>CODE INSPECTOR III/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>COMMUNICATION CONTENT DEVELOPER/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>COMMUNICATION SYSTEM ARCHITECT/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>COMMUNICATIONS CLERK/ TES/ GS 09</u>	\$14.68	\$25.41	38.00%	\$20.25	\$35.07
<u>COMMUNICATIONS OFFICER/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>COMMUNITY EDUCATION SPECIALIST / 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>COMMUNITY SERVICES SPECIALIST I/ GS 12</u>	\$16.80	\$29.09	45.00%	\$24.36	\$42.17
<u>COMMUNITY SERVICES SPECIALIST II/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>COMPTROLLER/ ACCOUNTING DIVISION/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>COMPUTER OPERATOR III/ GS 12</u>	\$16.80	\$29.09	45.00%	\$24.36	\$42.17
<u>COMPUTER PROGRAMMER ANALYST I/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>COMPUTER PROGRAMMER ANALYST II/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>COMPUTER PROGRAMMER ANALYST III/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>COMPUTER PROGRAMMER ANALYST IV/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56

<u>CONSUMER & CITIZEN AFFAIRS INVESTIGATOR/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>CONTRACT ADMINISTRATOR/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>CONTRACT SPECIALIST I/ GS 15</u>	\$19.40	\$33.59	38.00%	\$26.77	\$46.36
<u>CONTRACT SPECIALIST II/ GS 18</u>	\$22.46	\$38.89	38.00%	\$31.00	\$53.67
<u>CONTRACT SPECIALIST III/ GS 21</u>	\$26.00	\$45.02	38.00%	\$35.88	\$62.13
<u>CONTRACTS & PROCUREMENT TECHNICIAN/ GS 11</u>	\$16.04	\$27.78	45.00%	\$23.26	\$40.28
<u>COOK/ GS 06</u>	\$13.40	\$22.09	38.00%	\$18.49	\$30.49
<u>COORDINATOR OF EMERGENCY COMMUNICATIONS TRAINING</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>COORDINATOR/ ALCOHOL SAFETY ACTION PROGRAM/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>COORDINATOR/ ASSISTANT RESIDENTIAL SERVICES/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>COORDINATOR/ BUILDING SERVICES I/ GS 11</u>	\$16.04	\$27.78	45.00%	\$23.26	\$40.28
<u>COORDINATOR/ BUILDING SERVICES II/ GS 12</u>	\$16.80	\$29.09	45.00%	\$24.36	\$42.17
<u>COORDINATOR/ COMMUNITY SERVICES PROGRAM I/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>COORDINATOR/ COMMUNITY SERVICES PROGRAM II/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>COORDINATOR/ COMPREHENSIVE JUDICIAL INFORMATION SY...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>COORDINATOR/ CONTRACTS & GRANTS/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>COORDINATOR/ DAY SUPPORT SERVICES/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>COORDINATOR/ EMERGENCY MANAGEMENT/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>COORDINATOR/ EMPLOYMENT SERVICES/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>COORDINATOR/ FLEET MAINTENANCE/ GS 9</u>	\$14.68	\$25.41	38.00%	\$20.25	\$35.07
<u>COORDINATOR/ ITS/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>COORDINATOR/ JURY/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>COORDINATOR/ LONG-TERM CARE SERVICES/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96

<u>COORDINATOR/ NEW MEDIA CONTENT/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>COORDINATOR/ PUBLIC WORKS SERVICES/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>COORDINATOR/ SITE PLAN/ ADMN ASST GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>COORDINATOR/ SPECIAL PROJECTS/ RECREATION/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>COORDINATOR/ VICTIM- WITNESS ASSISTANCE/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>COORDINATOR/ VOCATIONAL & PRE-VOCATIONAL SERVICES/...</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>COORDINATOR/ VOLUNTEER SERVICES/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>COORDINATOR/ WOMEN'S SHELTER/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>COORDINATOR/ YOUTH SERVICES/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>COORDINATOR/POLICE EMERGENCY COMMUNICATION TRAININ...</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
created: 4/18/12					
<u>CRIME ANALYST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>CSA COORDINATOR/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>CURATOR I/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>CURATOR II/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>CUSTODIAN/ GS 02</u>	\$13.40	\$18.45	38.00%	\$18.49	\$25.46
<u>DATABASE ADMINISTRATOR I/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>DATABASE ADMINISTRATOR II/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DELIVERY CLERK/ GS 03</u>	\$13.55	\$19.30	38.00%	\$18.70	\$26.64
<u>DEP CITY MGR/ GS 32</u>	\$44.33	\$28.69	45.00%	\$64.28	\$41.60
<u>DEP DIR/ECONOMIC SUPPORT / GS 28</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DEPUTY BUILDING OFFICIAL/ GS 26</u>	\$33.17	\$57.45	45.00%	\$48.10	\$83.30
<u>DEPUTY DIRECTOR DEPARTMENT OF COMMUNITY & HUMAN SE...</u>	\$38.30	\$66.32	45.00%	\$55.53	\$96.16
<u>DEPUTY DIRECTOR/ CHILD, FAMILY & PREVENTION SERVIC...</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/</u>	\$33.17	\$60.15	45.00%	\$48.10	\$87.22

<u>COMMUNICATIONS/ GS 26</u>					
<u>DEPUTY DIRECTOR/ EXTENDED CARE SERVICES/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ GENERAL SERVICES/ GS 28</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DEPUTY DIRECTOR/ HUMAN RESOURCES/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ HUMAN SERVICES/ GS 28</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DEPUTY DIRECTOR/ ITS/ GS 28</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DEPUTY DIRECTOR/ LIBRARY/ GS 26</u>	\$33.17	\$57.45	45.00%	\$48.10	\$83.30
<u>DEPUTY DIRECTOR/ OFFICE OF HOUSING/ GS 26</u>	\$33.17	\$57.45	45.00%	\$48.10	\$83.30
<u>DEPUTY DIRECTOR/ PARKS AND RECREATION/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ PLANNING & ZONING/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ PUBLIC HEALTH/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ REAL ESTATE ASSESSMENT/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ RECREATION/ PARKS & NATURAL RESOU...</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ RECREATION/PROGRAM OPERATIONS/ GS...</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ TES ENGINEERING/ GS 28</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DEPUTY DIRECTOR/ TES OPERATIONS/ GS 28</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DEPUTY DIRECTOR/ TES TRANSPORTATION & TRANSIT/ GS ...</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DEPUTY DIRECTOR/DEPARTMENT OF CODE ADMINISTRATION...</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY DIRECTOR/ TES OFFICE OF ENVIRONMENTAL QUALIT...</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DEPUTY REGISTRAR/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>DIRECT SUPPORT TECHNICIAN/ GS 12</u>	\$16.80	\$29.09	45.00%	\$24.36	\$42.17
<u>DIRECTOR/ COMMUNICATIONS/</u>	\$38.30	\$66.32	45.00%	\$55.53	\$96.16

<u>GS 29</u>					
<u>DIRECTOR/ COURT SERVICES/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DIRECTOR/ DIVISION JUVENILE MENTAL HEALTH SERVICES...</u>	\$31.59	\$57.45	45.00%	\$45.81	\$83.30
<u>DIRECTOR/ DIVISION OF COMMUNITY PROGRAM</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>DIRECTOR/ FINANCE/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ GENERAL SERVICES/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ HUMAN RESOURCES/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ INFORMATION TECHNOLOGY SERVICES/ GS 31</u>	\$42.22	\$73.11	45.00%	\$61.22	\$106.01
<u>DIRECTOR/ JUVENILE & DOMESTIC RELATIONS COURT/ GS ...</u>	\$36.47	63,16	45.00%	\$52.89	\$91.58
<u>DIRECTOR/ LIBRARY/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ MH/MR/SA EXECUTIVE DIRECTOR/ COMMUNITY S...</u>	\$42.22	\$73.11	45.00%	\$61.22	\$106.01
<u>DIRECTOR/ MUSEUM/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>DIRECTOR/ OFFICE FOR EARLY CHILDHOOD DEVELOPMENT/ ...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIRECTOR/ OFFICE OF CITIZEN ASSISTANCE/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ OFFICE OF HISTORIC ALEXANDRIA/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ OFFICE OF HOUSING/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ OFFICE OF HUMAN RIGHTS/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DIRECTOR/ PLANNING & ZONING/ GS 31</u>	\$42.22	\$73.11	45.00%	\$61.22	\$106.01
<u>DIRECTOR/ REAL ESTATE ASSESSMENT/ GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>DIRECTOR/ RECREATION/ GS 31</u>	\$42.22	\$73.11	45.00%	\$61.22	\$106.01
<u>DIRECTOR/ TRANSPORTATION & ENVIRONMENTAL SERVICES/...</u>	\$42.22	\$73.11	45.00%	\$61.22	\$106.01
<u>DIRECTOR/ELDER ASSISTED LIVING PROGRAM/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>DIRECTOR/OFFICE ON AGING/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56

<u>DIVISION CHIEF/ ADMINISTRATIVE SERVICES/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ APPLICATIONS/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DIVISION CHIEF/ CULTURAL ARTS/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ DATABASE MANAGEMENT/ GS 26</u>	\$33.17	\$57.45	45.00%	\$48.10	\$83.30
<u>DIVISION CHIEF/ DESIGN/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ ENVIRONMENTAL HEALTH/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DIVISION CHIEF/ ENVIRONMENTAL QUALITY/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ FLEET SERVICES/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ GEOGRAPHIC INFORMATION SYSTEM/ GS ...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ HOUSING PROGRAM ADMINISTRATION/ GS...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ HOUSING PROGRAM IMPLEMENTATION/ GS...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ HUMAN RESOURCES TRAINING/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ HUMAN RESOURCES/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ INFORMATION TECHNOLOGY SERVICES/ G...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ IT PROJECT MGT/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ LANDLORD/TENANT RELATIONS/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ MAINTENANCE/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ MULTICULTURAL SERVICES AND COMMUNI...</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ NATURAL RESOURCES/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ NETWORK</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22

<u>MANAGEMENT/ GS 27</u>					
<u>DIVISION CHIEF/ OPERATIONS/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>DIVISION CHIEF/ PARK MAINTENANCE/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ PARK PLANNING/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ PERMIT CENTER/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ PLANNING & ZONING/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ PROPERTY MAINTENANCE CODE/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ REAL ESTATE/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ RECREATION/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ RESEARCH & EVALUATION/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ SOLID WASTE/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>DIVISION CHIEF/ SPECIAL EVENTS & MARKETING/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ TECHNOLOGY/DATA/ANALYSIS/ GS 26</u>	\$33.17	\$57.45	45.00%	\$48.10	\$83.30
<u>DIVISION CHIEF/ TRANSIT SERVICES/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ TRANSPORTATION PLANNING/ GS</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION CHIEF/ TRANSPORTATION/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>DIVISION DIRECTOR/ SOCIAL SERVICES/ GS 28</u>	\$36.47	\$63.16	45.00%	\$52.89	\$91.58
<u>EARLY CHILDHOOD DEVELOPMENT TRAINING SPECIALIST/ G...</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>ELECTIONS ADMINISTRATOR/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>ELIGIBILITY FRAUD INVESTIGATOR/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>E-MAIL INFRASTRUCTURE ENGINEER/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>EMERGENCY COMMUNICATIONS & QUALITY</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28

<u>ASSURANCE COORD...</u>					
<u>EMERGENCY COMMUNICATIONS TECHNICIAN/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>EMPLOYMENT & TRAINING SPECIALIST/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>EMS OPERATONS MANAGER/ PS 20</u>	\$35.76	\$61.92	45.00%	\$51.85	\$89.78
<u>ENERGY MANAGER/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>ENGINEERING AIDE I/ GS 11</u>	\$16.04	\$27.78	45.00%	\$23.26	\$40.28
<u>ENGINEERING AIDE II/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>ENTERPRISE COLLABORATION ADMINISTRATOR</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>ENVIRONMENTAL HEALTH SPECIALIST I/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>ENVIRONMENTAL HEALTH SPECIALIST II/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>ENVIRONMENTAL HEALTH SPECIALIST III/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>EQUIPMENT MAINTENANCE SPECIALIST/ GS10</u>	\$15.32	\$26.52	38.00%	\$21.14	\$36.60
<u>EXECUTIVE ASSISTANT/ GS 15</u>	\$19.40	\$33.59	38.00%	\$26.77	\$46.36
<u>FACILITIES MAINTENANACE SPECIALIST/ GS 13</u>	\$17.59	\$30.46	38.00%	\$24.28	\$42.04
<u>FIRE AUTOMOTIVE MECHANIC</u>	\$18.48	\$32.00	38.00%	\$25.50	\$44.16
<u>FISCAL ANALYST/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>FISCAL OFFICER I/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>FISCAL OFFICER II/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>FISCAL OFFICER III/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>FOOD SERVICES SPECIALIST/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>GIS ANALYST I/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>GIS ANALYST II/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>HACK INSPECTOR/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>HEALTH & COMMUNITY EDUCATION SPECIALIST/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>HOUSING ANALYST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>HOUSING PROGRAM SPECIALIST/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>HUMAN RESOURCES ANALYST, SENIOR/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>HUMAN RESOURCES ANALYST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>HUMAN RESOURCES MANAGER I/ GS 22</u>	\$27.28	\$47.27	45.00%	\$39.56	\$68.54

<u>HUMAN RESOURCES MANAGER II/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>HUMAN RESOURCES TECHNICIAN I/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>HUMAN RESOURCES TECHNICIAN II/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>HUMAN RIGHTS INVESTIGATOR I/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>HUMAN RIGHTS INVESTIGATOR II/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>HUMAN SERVICES BENEFITS PROGRAM SPECIALIST/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>HUMAN SERVICES BENEFITS TECHNICIAN/ GS 11</u>	\$16.04	\$27.78	45.00%	\$23.26	\$40.28
<u>HUMAN SERVICES PROGRAM ADMINISTRATOR/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>INFORMATION SECURITY MANAGER/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>INFORMATION TECHNOLOGY SUPPORT ENGINEER I/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>INFORMATION TECHNOLOGY SUPPORT ENGINEER II/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>INFORMATION TECHNOLOGY SUPPORT ENGINEER III/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>INMATE RECORDS LIDS TECHNICIAN</u>	\$15.32	\$26.52	45.00%	\$22.21	\$38.46
<u>INTERNAL AUDITOR I/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>INTERNAL AUDITOR II/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>ITS-ENTERPRISE SUPPORT DIVISION CHIEF/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>LABORER I/ GS 02</u>	\$13.40	\$18.45	38.00%	\$18.49	\$25.46
<u>LABORER II/ GS 05</u>	\$13.45	\$21.12	38.00%	\$18.56	\$29.15
<u>LABORER III/ GS 09</u>	\$14.68	\$25.41	38.00%	\$20.25	\$35.07
<u>LAND SURVEY ANALYST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>LANDLORD/ TENANT INVESTIGATOR/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>LATENT PRINT EXAMINER/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>LAW CLERK I/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>LAW CLERK II/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>LAW LIBRARY DIRECTOR/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>LEASE MANAGEMENT ASSISTANT/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>LEGAL SECRETARY I/ GS 10</u>	\$15.32	\$26.52	45.00%	\$22.21	\$38.46

<u>LEGAL SECRETARY II/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>LEGISLATIVE DIRECTOR/ GS 27</u>	\$34.74	\$60.15	45.00%	\$50.37	\$87.22
<u>LIBRARIAN I/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>LIBRARIAN II/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>LIBRARIAN III/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>LIBRARIAN IV/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>LIBRARY AIDE/ GS 05</u>	\$13.45	\$21.12	45.00%	\$19.50	\$30.63
<u>LIBRARY ASSISTANT I/ GS 07</u>	\$13.35	\$23.12	38.00%	\$18.42	\$31.91
<u>LIBRARY ASSISTANT II/ GS 08</u>	\$13.97	\$24.20	38.00%	\$19.28	\$33.39
<u>LIBRARY ASSISTANT III/ GS 12</u>	\$16.80	\$29.09	38.00%	\$23.18	\$40.14
<u>LIBRARY ASSOCIATE I/ GS 12</u>	\$16.80	\$29.09	38.00%	\$23.18	\$40.14
<u>LIBRARY ASSOCIATE II/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>LIBRARY PAGE/ GS 02</u>	\$13.40	\$18.45	45.00%	\$19.43	\$26.75
<u>MAIL DISTRIBUTION/DUPLICATION CLERK/ GS 05</u>	\$13.45	\$21.12	38.00%	\$18.56	\$29.15
<u>MAINTENANCE WORKER/ GS 08</u>	\$13.97	\$24.20	38.00%	\$19.28	\$33.39
<u>MANAGEMENT ANALYST I/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>MANAGEMENT ANALYST II/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>MANAGEMENT ANALYST III/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>MANAGEMENT INFORMATION ASSISTANT/ GS 11</u>	\$16.04	\$27.78	45.00%	\$23.26	\$40.28
<u>MANAGER/ CAPITAL PROJECTS/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>MANAGER/ HELP DESK PROGRAM/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>MANAGER/ HUMAN SERVICES BENEFITS PROGRAMS/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>MANAGER/ REAL ESTATE RECORDS/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>MANAGER/ RESIDENTIAL PROGRAM/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>MANAGER/ THERAPEUTIC RECREATION I/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>MANAGER/ THERAPEUTIC RECREATION II/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>MECHANICAL ENGINEER/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>MEDICAL RECORDS ASSISTANT/ GS 06</u>	\$13.40	\$22.09	45.00%	\$19.42	\$32.03
<u>MEDICAL RECORDS</u>	\$15.32	\$26.52	45.00%	\$22.21	\$38.46

<u>TECHNICIAN/ GS 10</u>					
<u>MUSEUM AIDE I/ GS 07</u>	\$13.35	\$23.12	45.00%	\$19.36	\$33.52
<u>MUSEUM AIDE II/ GS 09</u>	\$14.68	\$25.41	45.00%	\$21.28	\$36.85
<u>MUSEUM EDUCATION SPECIALIST/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>MUSEUM TECHNICIAN/ GS 09</u>	\$14.68	\$25.41	45.00%	\$21.28	\$36.85
<u>NATURALIST/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>NETWORK ENGINEER I/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>NETWORK ENGINEER II/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>NETWORK ENGINEER III/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>NUTRITIONIST/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>OUTREACH SPECIALIST/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>OUTREACH/ PREVENTION SPECIALIST/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>PARALEGAL/ GS 11</u>	\$16.04	\$27.78	45.00%	\$23.26	\$40.28
<u>PARK MANAGER/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>PAYROLL MANAGER/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>PERMIT CENTER TECHNICIAN I/ GS 11</u>	\$16.04	\$27.78	45.00%	\$23.26	\$40.28
<u>PERMIT CENTER TECHNICIAN II/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>PLANS EXAMINER I/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>PLANS EXAMINER II/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>PLANS EXAMINER III/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>POLICE SERVICES CLERK/ GS 09</u>	\$14.68	\$25.41	45.00%	\$21.28	\$36.85
<u>POLYGRAPH EXAMINER/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>PRINCIPAL GIS ANALYST/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>PRINCIPAL PLANNER/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>PROGRAM AIDE/ GS 05</u>	\$13.45	\$21.12	45.00%	\$19.50	\$30.63
<u>PROGRAM ANALYST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>PROGRAM ASSOCIATE/ GS 08</u>	\$13.97	\$24.20	45.00%	\$20.26	\$35.09
<u>PROGRAM COORDINATOR/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>PROJECT MANAGER/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>PROJECT SUPERINTENDENT/ GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>PUBLIC INFORMATION SPECIALIST/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>PURCHASING AGENT/GS25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>PURCHASING COORDINATOR/ GS 18</u>	\$22.46	\$38.89	38.00%	\$31.00	\$53.67
<u>QUALITY ASSURANCE SPECIALIST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21

<u>RADIO SYSTEM MANAGER/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>RECEPTIONIST/TELEPHONE OPERATOR/ GS 04</u>	\$13.50	\$20.19	38.00%	\$18.63	\$27.87
<u>RECORDS ADMINISTRATOR/ARCHIVIST/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>RECORDS CENTER CLERK/ GS 05</u>	\$13.45	\$21.12	38.00%	\$18.56	\$29.15
<u>RECORDS CLERK/ GS 07</u>	\$13.35	\$23.12	38.00%	\$18.42	\$31.91
<u>RECORDS MANAGER/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>RECREATION COORDINATOR/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>RECREATION MANAGER NATURALIST/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>RECYCLING PROGRAM SPECIALIST/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>REGIONAL PROGRAM DIRECTOR/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>REGISTRAR/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>RELOCATION ADVISOR I/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>RELOCATION ADVISOR II/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>RESIDENTIAL COUNSELOR/ GS 12</u>	\$16.54	\$29.09	45.00%	\$23.98	\$42.17
<u>RETIREMENT ADMINISTRATOR/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>RETIREMENT SPECIALIST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>REVENUE ANALYST II/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>REVENUE ANALYST III/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>RISK MANAGER/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>SANITATION INSPECTOR/ GS 10</u>	\$15.32	\$26.52	45.00%	\$22.21	\$38.46
<u>SECURITY MONITOR/ GS 05</u>	\$13.45	\$21.12	45.00%	\$19.50	\$30.63
<u>SENIOR APPRAISER / GS 18</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>SENIOR ASSISTANT REGISTRAR / GS 09</u>	\$14.68	\$25.41	45.00%	\$21.28	\$36.85
<u>SENIOR CIRCUIT COURT LAW CLERK/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>SENIOR EXECUTIVE ASSISTANT/ GS 22</u>	\$27.30	\$47.27	38.00%	\$37.67	\$65.23
<u>SENIOR HUMAN SERVICES BENEFITS PROGRAM SPECIALIST/...</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40

<u>SENIOR PLANNING TECHNICIAN/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>SENIOR RECORDS CLERK/ GS 08</u>	\$13.97	\$24.20	38.00%	\$19.28	\$33.39
<u>SENIOR RESIDENTIAL COUNSELOR/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>SERVICE ASSOCIATES/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>SPACE PLANNER/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>SUPERVISOR / COURT SERVICES I/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>SUPERVISOR CLERK OF THE COURT/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>SUPERVISOR/ BUSINESS PERSONAL PROPERTY TAX/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>SUPERVISOR/ CODE / GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>SUPERVISOR/ COURT SERVICES II/ GS 24</u>	\$30.09	\$49.61	45.00%	\$43.63	\$71.93
<u>SUPERVISOR/ CUSTODIAN/ GS 09</u>	\$14.68	\$25.41	38.00%	\$20.25	\$35.07
<u>SUPERVISOR/ EMERGENCY COMMUNICATIONS TECHNICIAN/ ...</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>SUPERVISOR/ EMPLOYMENT & TRAINING/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>SUPERVISOR/ ENVIRONMENTAL HEALTH/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>SUPERVISOR/ EQUIPMENT MAINTENANCE/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>SUPERVISOR/ FACILITIES MAINTENANCE/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>SUPERVISOR/ FACILITIES/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>SUPERVISOR/ FINANCIAL REPORTING/ BANK RECONCILIATI...</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>SUPERVISOR/ FLEET SERVICES/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>SUPERVISOR/ HUMAN SERVICES BENEFITS PROGRAMS/ GS 1...</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>SUPERVISOR/ MAIL DISTRIBUTION/ DUPLICATION/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>SUPERVISOR/ MAINTENANCE</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40

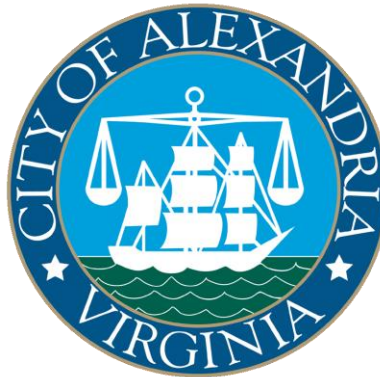
<u>PROJECT/ GS 14</u>					
<u>SUPERVISOR/ NUTRITIONIST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>SUPERVISOR/ PARENT INFANT EDUCATION PROGRAM/ GS 23</u>	\$28.66	\$49.63	45.00%	\$41.56	\$71.96
<u>SUPERVISOR/ PLANS REVIEW SERVICES/ GS 25</u>	\$31.59	\$54.71	45.00%	\$45.81	\$79.33
<u>SUPERVISOR/ RECORDS/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>SUPERVISOR/ RECREATION/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>SUPERVISOR/ REVENUE/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>SUPERVISOR/ TAX SERVICES AND ENFORCEMENT/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>SUPERVISOR/ THERAPIST/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>SUPERVISOR/ TREASURY/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>SUPERVISOR/BUSINESS TAX AUDIT/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>SUPERVISOR/MEDICAL/GS 30</u>	\$40.21	\$69.63	45.00%	\$58.31	\$100.96
<u>SUPERVISOR/MENTAL HEALTH TEAM/ GS 24</u>	\$30.09	\$52.11	45.00%	\$43.63	\$75.56
<u>SUPERVISORY ACCOUNTANT/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>SUPERVISORY ADMINISTRATIVE ANALYST/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>SUPERVISORY SUPPORT TO COUNSEL/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>SUPERVISORY/ ADMINISTRATIVE SUPPORT/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>SUPERVISORY/PROGRAM ANALYST/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>SUPV/PERSONAL PROP TAX/ GS 17</u>	\$21.39	\$37.04	45.00%	\$31.01	\$53.71
<u>SURVEY INSTRUMENT OPERATOR/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>SURVEY PARTY CHIEF/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>SYSTEM PROGRAMMER SPECIALIST/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>TELECOMMUNICATIONS PROGRAM MANAGER/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>TRAFFIC COMPUTER SPECIALIST/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21

<u>TRAFFIC OPERATIONS TECHNICIAN/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40
<u>TRAFFIC SURVEY TECHNICIAN/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>TRANSIT SERVICES ASSISTANT/ GS 10</u>	\$15.32	\$26.52	45.00%	\$22.21	\$38.46
<u>TRANSIT SPECIALIST/ GS 16</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>TRANSPORTATION & ENVIRONMENT SERVICES INSPECTOR II/...</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>TRANSPORTATION & ENVIRONMENTAL SERVICES INSPECTOR ...</u>	\$20.37	\$35.28	45.00%	\$29.54	\$51.15
<u>TRANSPORTATION & ENVIRONMENTAL SERVICES INSPECTOR ...</u>	\$22.46	\$38.89	45.00%	\$32.57	\$56.40
<u>TRANSPORTATION PLANNER/ GS 20</u>	\$24.76	\$42.87	45.00%	\$35.90	\$62.17
<u>URBAN PLANNER I/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>URBAN PLANNER II/ GS 19</u>	\$23.58	\$40.84	45.00%	\$34.19	\$59.21
<u>URBAN PLANNER III/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>VOCATIONAL SERVICES SPECIALIST/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>VOLUNTEER DEVELOPER/ GS 15</u>	\$19.40	\$33.59	45.00%	\$28.13	\$48.71
<u>WATER QUALITY COMPLIANCE SPECIALIST/ GS 21</u>	\$26.00	\$45.02	45.00%	\$37.70	\$65.28
<u>WATERSHED PROGRAM ADMINISTRATOR/ GS 22</u>	\$27.30	\$47.27	45.00%	\$39.58	\$68.54
<u>WORKPLACE SAFETY SPECIALIST/ GS 13</u>	\$17.59	\$30.46	45.00%	\$25.51	\$44.17
<u>ZONING INSPECTOR/ GS 14</u>	\$18.48	\$32.00	45.00%	\$26.79	\$46.40

CITY OF ALEXANDRIA, VIRGINIA
REQUEST FOR PROPOSALS (RFP) NO: 00000173
TEMPORARY STAFFING SERVICES

THIS IS A LIVING WAGE RFP

Issue Date: March 2, 2012



RFP Closing Date and Time:
March 29, 4:00 p.m., prevailing local time

Issued by: Michael F. Hauer, CPPO-CPPB, Contract Specialist III

Notice: The City of Alexandria does not discriminate against individuals or organizations in accordance with Va. Code § 2.2-4343.1.

PROPOSAL SUBMISSION

Proposals Due Date: March 29, 2012, 4:00 p.m., prevailing local time

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

Submit: **For hard copy Proposals:**
Deliver, One (1) **PRINTED, SIGNED ORIGINAL** of the Proposal (including all completed and signed required submittals and addenda); One (1) **EXACT PAPER COPY** of the **SIGNED ORIGINAL PROPOSAL** (including all completed and signed required submittals and addenda); *and* Four (4) **EXACT COPIES** of the **SIGNED ORIGINAL PROPOSAL** (including all completed and signed required submittals and addenda) on Compact Disc (CD) in PDF format to the address listed above.

For electronic Proposals:
Submit the Proposal through the City's eProcure system at:
<http://eprocure.alexandriava.gov/bsa> *and* submit One (1) **Exact Copy** of the Proposal (including all completed and signed required submittals and addenda) on a CD in PDF format to the address listed above.

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

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

Michael F. Hauer, CPPO-CPPB
Finance Department/Purchasing Division
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314
procurement@alexandriava.gov

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

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Anticipated Timeline Overview

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

Event	Timeframe
RFP Issuance	March 2, 2012
Deadline for Receipt of Vendor Clarification Questions	March 14, 2012
City Issues Responses to Vendor Clarification Questions via Addendum	March 20, 2012
Proposal Due Date	March 29, 2012
Contract Negotiation and Award	To Be Determined

PART I -- SCOPE OF WORK

1.1 INTRODUCTION/OVERVIEW

The City is an urban community of 15.75 square miles and a population of 139,966. With its stable residential neighborhoods, its historic districts, and its proximity to Washington, D.C., the City continues to attract new residents, tourists, and businesses. The City provides a comprehensive range of municipal services including: education, health, welfare, housing and human services programs; public safety and administration of justice; community development, recreation, library, consumer assistance, cultural and historic activities; and transportation, environmental services and planning.

1.2 PURPOSE/OBJECTIVE

The City has issued this RFP in order to solicit Proposals from interested and qualified persons to provide temporary staffing services to the City. Although the City has used temporary staffing to fill positions predominantly in the clerical, financial, and health services areas, the City is seeking through the RFP to put in place a Contract(s) that will enable the City to meet its needs for temporary employees within the following additional job categories: medical, executive, professional, non-professional, technical, administrative support, skilled and unskilled labor. Currently, the City's has approximately five hundred (500) job classification specifications. The job classification specifications are available on the City's website at the following address: <http://alexandriava.gov/Classification>.

Historically, the City has used approximately forty-five (45) to seventy-five (75) temporary employees to work on a daily basis to fill City positions. Additionally, the expenditures for temporary staffing have averaged two million dollars (\$2,000,000) annually. However, the City does not guarantee any utilization in terms the number of temporary employees or amount of expenditures during the term of any Contract issued pursuant to the RFP. Any utilization pursuant to a Contract will be based strictly on the City's requirements and needs. .

1.3 DEFINITIONS

The following definitions shall apply to the entire RFP:

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

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

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

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

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

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

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

Contract Documents. See definition of Contract above.

Contract Specialist means a City employee or representative whose responsibilities include issuing bids, solicitations, or other contractual documents, and drafting, analyzing, and negotiating contracts under the direction and supervision of the Purchasing Agent.

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

Contracting Officer's Technical Representative (COTR) means the City's Director of Human Resources who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.

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

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

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

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

Proposal means a submission put forth by a Proposer in response to a RFP which states something in exchange for consideration and may serve as the blueprint for a future Contract. A Proposal may be accepted or rejected by the City.

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

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

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

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

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

1.4 CONTEMPLATED TERM OF ANY CONTRACT AWARDED

If an award(s) is made, the City will issue a Contract(s) for an initial period of five (5) years, with five (5) one (1) year option periods. The Purchasing Agent shall have the sole option and discretion to renew the Contract by exercising the five (5) option periods, one (1) year at a time.

1.5 METHOD OF SOURCE SELECTION

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

An award(s), if made, will be made to the responsive and responsible Proposer(s) who's Proposal(s) falls within the competitive range and is determined to be advantageous to the City, taking into consideration the evaluation factors set forth in the RFP. The City intends to issue multiple Contracts to provide for temporary staffing

1.6 SPECIFICATIONS AND REQUIRED PERFORMANCE OUTCOMES

A. Required Services

1. The Contractor(s) shall provide recruitment, training, testing, and referral of well-qualified individuals to meet City full-time and part-time temporary employment requirements in the following job categories:
 - Executive;
 - Medical;
 - Financial;
 - Health;
 - Professional;
 - Non-professional;
 - Technical;
 - Administrative Support;
 - Skilled; and
 - Unskilled.
2. Upon request from the City, the Contractor shall provide the City a resume and credentials for any temporary employee to be assigned to perform Work for the City.
3. The City requires a drug test and criminal background check for selected positions (e.g., positions of trust) prior to temporary staff being assigned to the position(s). The City will inform the Contractor when a position requires a drug test and/or a criminal background check prior to the Contractor providing temporary staff for a particular position. Upon request from the City, the Contractor shall provide, at its own expense, drug testing, and criminal background checks for temporary employees to be assigned to selected City positions. Additionally, the Contractor will supply the City a driving record background/required certification check for applicable positions.
4. The Contractor shall furnish the necessary supervision, labor, and other services necessary to perform the Work requested by the RFP.
5. Any temporary staff provided by the Contractor to the City pursuant to a Contract shall be subject to the following requirements:
 - a. All temporary staff shall be employees of the Contractor, and the Contractor shall be responsible for benefits (including but not limited to, health insurance, vision and/or dental insurance, retirement package, etc.), all

payroll taxes, workers' compensation, payroll reports, applicable insurance, and other applicable federal, state, and local employment requirements for temporary staff.

- b. Temporary staff shall report to his or her assigned location attired in accordance with the duties assigned or as instructed by the City.
- c. Temporary staff shall be available to perform work for the City for the entire length of an assignment. In the event that temporary staff cannot complete an assignment, the Contractor shall provide the City with two (2) week notice, unless emergency circumstances dictate shorter notice, that the temporary staff cannot complete the assignment and replacement temporary staff will be necessary. Additionally, the Contractor, at the sole option and discretion of the City's user-agency, shall provide replacement temporary staff acceptable to the City on a prompt basis to ensure continuous service and no interruption to business activities of the City.
- d. The City shall have the right at any time to reject any temporary staff provided by the Contractor for any job-related deficiency or any other reason. Upon notification by the City that a temporary employee is not acceptable, the Contractor shall immediately remove the employee and provide an acceptable replacement within forty-eight (48) hours. The City will not reject temporary staff on the basis of race, color, religion, sex, age, national origin, disability, or political affiliation.
- e. Regular City working hours for temporary staff shall be 8:00 a.m. to 5:00 p.m, prevailing local time, Monday through Friday, excluding City observed holidays. However, temporary staff may be required to provide services at other times and may be required to work twelve (12) hour day shifts Sunday through Saturday, and provide evening, weekend, holiday, and overtime services.
- f. Overtime shall be defined as the number of hours worked during the period of one (1) week in excess of forty (40) hours. A week shall begin at 12:00 a.m., prevailing local time, Sunday and shall end at the following Saturday at 11:59 p.m., prevailing local time.
- g. Lunch periods for temporary staff range from thirty (30) to sixty (60) minutes during a work day. However, the specific lunch period for a temporary employee will be established by the user department. Temporary staff shall not use a lunch period to end the workday early or to begin the workday late. No payment shall be made by the City for temporary staff for a lunch period.
- h. In the absence of an emergency, the Contractor will be given twenty-four (24) to forty-eight (48) hours to confirm the availability of temporary staff to fill a City job request. In the event the Contractor is unable to fill a job request, the City may cancel the request and place the request with another

Contractor. In the event of an emergency requirement by the City, the Contractor shall respond to the City's request in the timeframe established by the City.

- i. The City reserves the right to refer candidates to the Contractor for assignment as temporary staff under the Contract for placement at City departments.
- j. The Contractor shall supply temporary staff with time cards. All hours worked by temporary staff shall be listed by day on a time card for each temporary staff performing Work under the Contract on a weekly basis. The time card shall be signed by the temporary staff and approved by the authorized City designee. The Contractor shall provide the City with a copy of all signed time cards upon submission of invoices to the City. The City shall not be liable for paying any invoice that cannot be substantiated by the Contractor with signed time cards.
- k. The Contractor shall not charge the City or any authorized user of the Contract any placement fees or agency fees, if a temporary employee submits an application for employment with the City or any authorized user of the Contract and is selected for employment by the City.
- l. On a weekly basis, the Contractor shall submit an invoice to each user department for which the temporary staff performed services. For each temporary employee, the invoice shall include the employee's name, department and division for which the temporary employee worked, dates and hours worked, purchase order number, and the employee's billing and pay rate. Additionally, the Contractor shall attach to the back of the invoice a time card for each employee listed on the invoice. The City shall not be liable for paying an invoice that is not proper and is without supporting documentation.
- m. For each temporary staff assigned to the City by the Contractor, the first four (4) hours of service by the temporary staff shall constitute a probationary period for the temporary staff. If the City notifies the Contractor during the probationary period that the temporary staff is unacceptable, the Contractor shall remove the temporary staff from the assignment at no charge to the City for any of the services provided by the temporary staff prior to removal by the Contractor. Upon the removal of temporary staff pursuant to this paragraph, the Contractor shall provide a suitable replacement pursuant to the requirements set forth in paragraph 1.6.A.5.h.
- n. The Contractor and/or its temporary employee shall be responsible for transportation of the temporary employee to assigned location(s) at the City. The City shall not be responsible for any parking or transportation costs related to temporary staff assigned to the City.

- o. The Contractor shall not assign temporary staff to the City if the temporary staff had a criminal conviction after reaching eighteen (18) years of age that is incompatible with the position to which the temporary staff shall be assigned. The City will contact the Contractor when criminal records or other evidence indicates that an employee of the Contractor assigned to the City had a criminal conviction which is incompatible with the City position to which the Contractor's employee is assigned, and may request the removal and replacement of the temporary staff with the incompatible criminal conviction. Upon the removal of temporary staff pursuant to this paragraph, the Contractor shall provide a suitable replacement pursuant to the requirements set forth in paragraph 1.6.A.5.h.
- p. All temporary staff provided by the Contractor shall possess all applicable required credentials, licenses, registrations, and/or certifications prior to providing services under the Contract. The Contractor shall maintain a current file of credentials, licenses, registrations, and certifications for all temporary staff. Upon request of the City, the Contractor shall provide a copy of a temporary employee's credentials, licenses, registrations, or certifications.
- q. The Contractor may be required to coordinate the transition of existing temporary staff to the Contract from the previous Contract in order to provide a seamless transition and to prevent any administrative burden to the City. A previous contractual agreement may be extended by the City for some or all existing temporary staff in order to ensure a seamless transition.
- r. The City uses Microsoft's Office 2010 Suite which includes Word, Excel, PowerPoint, Access, and Outlook (Microsoft Office). Temporary staff provided by the Contractor shall be expected to utilize Microsoft Office with little or no instruction.
- s. The Contractor shall ensure that a temporary employee provided to the City has the ability to read, write, speak, and comprehend the English language in accordance with the minimum requirements of any position description(s) relevant to the position in which a temporary employee is to be assigned.

B. Required Performance Outcomes

The Contractor will be required to achieve and maintain the performance outcomes listed below. Proposers may propose to achieve performance outcomes within the scope of the RFP in addition to those listed below.

Required performance outcomes shall include:

1. Staffing requirements fulfilled timely and responsively, as evaluated by the City, in order to assure the continuity of business operations and the achievement of strategic results; and
2. City departments are satisfied with the quality of temporary staff and services provided by the Contractor.

1.7 Constraints on the Contractor

The Contractor shall have the following constraints:

- A. The Contractor shall comply with all local, state, and federal laws, rules, regulations, and other legal requirements applicable to the Work performed under the Contract;
- B. In order to avoid disruption of Work or other undesirable or unacceptable consequences, the Contractor shall plan, schedule, and provide services under the Contract in conformance to the operational needs of the City. The Contractor shall coordinate with Departmental staff and other City officials and representatives in order to assure efficient, effective, and cost-effective operations, and to minimize any adverse impact on City programs and services, businesses, or the general public;
- C. Mobilization and demobilization charges or similar charges shall not be allowed under the Contract except in emergency circumstances and only with the prior written approval of any such charges provided by the City's Purchasing Agent;
- D. The Contractor shall comply with Section 3-3-31.1 of the Alexandria City Code.
- E. The Contractor(s) shall accept the City's Procurement Card (currently MasterCard) as a form of payment, if required by the City. The Contractor(s) is prohibited from charging any additional costs/fees above and beyond the established Contract prices or fees to process orders or payments with the City's Procurement Card;
- F. The Contractor shall not solicit new business from City departments;
- G. The Contractor shall not maintain an office within any City facility or have access to the City's personnel software or operating systems;
- H. If and when Work is required at locations that require security clearances, the Contractor's personnel and property may be subject to searches or other required security measures such as criminal background checks;
- I. In the event federal or grant funds are utilized for the payment of temporary staffing, the Contractor shall comply with any additional requirements imposed by the use of such federal or grant funds.

- J. The Contractor shall maintain an office within the City limits at all times during the period in which its Contract with the City is effective.

1.8 Contractor's Responsibilities

The Contractor shall have the following responsibilities:

- A. Comply with all Contract requirements;
- B. Furnish through its workforce, or sub-workforce, the appropriate and necessary insurance, supervision, coordination, labor, and other services, including any relevant licenses or patent rights, necessary to perform the services required by the RFP;
- C. Maintain a clear line of communication with the City;
- D. Provide one point of continuous contact for the City;
- E. Work with the City to avoid problems, and when that is not possible, to resolve problems promptly and at the lowest possible level;
- F. Maintain a quality control program acceptable to the City;
- G. Maintain project records of expenditures, deliverables, and progress;
- H. Notify the City if a user department does not timely pay a properly submitted invoice;
- I. Notify the COTR or the Purchasing Agent of any reports of complaints about City supervisors or staff brought by the Contractor's personnel;
- J. Provide, on schedule, any and all reports required by the City;
- K. Perform all work in accordance with current and applicable standards published by national and international standards organizations;
- L. Enter into written agreements with subcontractors and material suppliers, and provide such written agreements to the City upon request;
- M. Provide access for all authorized City personnel and representatives to any and all sites where services related to the Work is performed or supported; and
- N. Maintain working conditions that are safe, non-hazardous, sanitary, and protective of persons and property.

1.9 CONTRACTOR'S PERSONNEL REQUIREMENTS

The Contractor shall meet the following personnel requirements:

- A. The Contractor shall be responsible at all times for the actions and work of its personnel;
- B. The Contractor shall ensure that all personnel provided by the Contractor maintain a courteous and respectful attitude at all times. The Contractor also shall ensure temporary and permanent employees are cordial, punctual and responsible. The Contractor shall ensure that its employees are respectful of all people, with whom they interact, including City employees and members of the public. The Contractor shall ensure that all personnel provided by the Contractor avoid loud and profane language at all times during the performance of their duties;
- C. The Contractor shall employ suitably trained and skilled professional personnel to perform all services under the Contract; and
- D. Prior to changing any key personnel, the Contractor shall obtain the written approval of the City.

1.10 CONTRACTOR REPORTING REQUIREMENTS

The Contractor shall have the following reporting requirements:

- A. The Contractor shall maintain current information regarding changes in staff and for each individual who will be assigned to administer the Contract on a day-to-day basis. At a minimum, the Contractor must provide the individual's name, job title, qualifications, education, and work experience.
- B. The Contractor shall submit a monthly usage report by the 10th of each month. The usage report shall provide, by City department, agency, and office, the following information for employees of the Contractor who performed Work during the preceding month:
 - 1. Employee's name;
 - 2. Employee's position (assigned by the City);
 - 3. Hours worked;
 - 4. Billing rate per hour; and
 - 5. Total invoiced for the employee.

Additionally, the monthly usage report shall provide the total amount invoiced for each user department, agency, or office, and the total amount invoiced for the City.

- C. Within five (5) Business Days of a request from the City, the Contractor shall submit additional reports to the City that provide information requested by the City, which may or may not include information required by paragraph 1.10.B above.

1.11 CITY'S RESPONSIBILITIES UNDER ANY RESULTING CONTRACT

The City shall have the following responsibilities under a Contract:

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

1.12 CITY'S RIGHT TO INSPECT

The City shall have the right to inspect all work sites where temporary staff provided under the Contract is performing Work for the City. The City may use City personnel or consultants to conduct the inspections.

1.13 TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

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

1.14 USE OF CONTRACT BY OTHER PUBLIC BODIES

Recipients of the award(s) of the RFP are advised that any resultant Contract(s) may be extended, with the authorization of the Contractor, to other government or similar organizations to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the resulting Contract(s). If any other organization decides to use a Contract, the Contractor shall deal directly with that organization concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment, etc. A failure to extend a contract to any organization will have no effect on the evaluation of a Proposer's response to the RFP.

It is the Contractor's responsibility to notify other organizations of the availability of the Contract. Other organizations desiring to use the Contract must make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations and other policies.

The City shall not be held liable for any costs or damages incurred by another organization as a result of any award extended to that organization by the Contractor.

PART II - INSTRUCTIONS AND INFORMATION FOR PROPOSAL

REQUEST FOR PROPOSALS (RFP) #00000173 TEMPORARY STAFFING SERVICES

2.1 SUBMISSION DEADLINE; DELIVERY METHODS; DELIVERY INSTRUCTIONS

A. Submission Deadline: Sealed Proposals must be submitted to the City before **4:00 p.m.**, prevailing local time, **March 29, 2012** pursuant to the delivery instructions set forth in paragraph 2.1.C. below. **The City shall not accept any Proposal received after the deadline, and shall return any late Proposal to the Proposer.**

B. Delivery Methods: The City encourages Proposers to submit Proposals through the City's eProcure system (eProcure) at: <http://eprocure.alexandriava.gov/bsol/>. A Proposer also may submit a Proposal to the City by mail, common carrier, or hand-delivery. **The City does not accept Proposals by facsimile or by electronic mail.**

C. Delivery Instructions:

1. Proposals submitted electronically through eProcure: The **SIGNED ORIGINAL PROPOSAL** (including all completed and signed required submittals and signed addenda) shall be submitted through eProcure pursuant to the eProcure instructions and the RFP by the deadline set forth in paragraph 2.1.A above. The Proposer also shall submit one (1) **EXACT COPY** of the **SIGNED ORIGINAL PROPOSAL** on a compact disc (CD) in PDF format. The CD shall be delivered to the City at the address listed in paragraph 2.1.C.2 below by the deadline for Proposals set forth in paragraph 2.1.A above.

2. Proposals submitted by mail, common carrier, or hand-delivery: The Proposal shall be mailed or delivered, in a sealed envelope, to:

Michael F. Hauer, CPPO-CPPB
City of Alexandria
Finance Department, Purchasing Division
100 North Pitt Street, Suite 301
Alexandria, Virginia 22314

The envelope containing the Proposal shall be marked on the front with the following legend: **"RFP Enclosed – RFP # 00000173, Temporary Staffing Services"** and the name of the Proposer.

The Proposer shall submit the following: one (1) **PRINTED, SIGNED ORIGINAL** of the Proposal (including all completed and signed required submittals and addenda); one (1) **EXACT PAPER COPY** of the **SIGNED ORIGINAL PROPOSAL** (including all completed and signed required submittals and addenda); **AND** four (4) **EXACT COPIES** of the **SIGNED**

ORIGINAL PROPOSAL (including all completed and signed required submittals and addenda) on Compact Disc (CD) in PDF format.

2.2 GENERAL INQUIRIES RELATED TO THE CITY PROCUREMENT PROCESS

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

2.3 DEADLINE FOR QUESTIONS AND INQUIRES

It shall be the Proposer's responsibility to submit questions regarding this Request for Proposals to the Purchasing Division. In order to receive a formal response from the City, all questions must be submitted in writing and shall be received by the City no later than **4:00 p.m. prevailing local time, on March 14, 2012**. Questions shall be: (1) emailed to the attention of Michael F. Hauer at procurement@alexandriava.gov; (2) faxed to 703.838.6493; or (3) mailed or delivered to: City of Alexandria, Purchasing Division; 100 North Pitt Street, Suite 301, Alexandria, VA 22314. Any submission of questions related to the RFP shall include the following reference: "RFP # 00000173, Temporary Staffing Services" and the name of the person submitting the question(s).

2.4 COMPLIANCE WITH THE RFP

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

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

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 City, taking into consideration the factors set forth in the RFP.

It shall be the sole discretion and judgment of the Purchasing Agent to determine if a Proposal is responsive and whether an error in, or an omission of any RFP requirement from, a Proposal is material.

2.6 MINIMUM CRITERIA FOR RESPONSIBILITY

The City 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 City that it has a clear understanding of the City's needs and proposed approach to the Work as set forth in the RFP;
- B. The Proposer must possess the ability, experience, capacity, skill, and financial resources to perform the Work and fulfill the requirements under a resulting Contract on a timely basis;
- C. The Proposer must have performed satisfactorily in previous contracts of similar size and scope with the City and/or other organizations;
- D. If the Proposer has not performed a contract of similar size and scope, the Proposer and/or its team members must demonstrate 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. If applicable, the qualifications, technical experience, and availability of the personnel who will be assigned to the Contract;
- G. 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; and

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

2.7 PROPOSAL EVALUATION PANEL AND EVALUATION FACTORS

- A. A panel approved by the Purchasing Agent will evaluate the Proposal(s) received by the City prior to the RFP due date. Other officials and consultants of the City also may review the Proposal(s).
- B. The Contract Specialist 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 possible number of points for each evaluation factor is indicated in parenthesis. The City deems each of the factors to be of importance.
 - Corporate Experience and Capacity (45)
 - Type and Variety of Personnel Offerings (Classifications) (25)
 - Hourly Fees (20)
 - Client References (10)

Total of (100) Possible Points

2.8 AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP

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

2.9 AMENDMENTS TO THIS RFP

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

2.10 PROPOSALS AND PRESENTATION COSTS

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

2.11 REQUESTS FOR CLARIFICATION OF PROPOSALS

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

2.12 RESPONSE FORMAT

A Proposal submitted pursuant to the RFP shall include each of the following items in the order in which they appear below. Each item shall be clearly labeled, with pages numbered, and separated by tabs. Failure by a Proposer to include all listed items may result in the rejection of its Proposal by the City.

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

A. Title Page

The title page shall include the following information:

1. Title and number of the Request for Proposals;
2. Name, address, telephone number, and facsimile number of the Proposer;
3. Name and email address of the authorized contact person of the Proposer with respect to the Proposal; and
4. 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 paragraph and shall include all the items set forth below.

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

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

D. Tab II, Letter of Transmittal

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

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

E. Tab III, Corporate Experience and Capacity

The Proposer shall include information and documentation describing the extent of its experience and expertise in providing the services sought by the City pursuant to the RFP. The information and documentation shall include, but is not limited to, information that documents the Proposer's qualifications to meet the RFP

requirements and to produce the required outcomes, including its ability, capacity, skill, and number of years of experience in providing the required goods and/or services.

In addition to the information required above, a Proposer may be requested to submit within five (5) calendar days after a request by the City, additional information, including proof of licensing, present commitments, and other information necessary to demonstrate the Proposer's capacity and qualifications to perform the Work.

F. Tab IV, Client References for Similar Work Performed

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

A uniform sample of references may be checked for each Proposer. If references are checked, Proposers will be scored on a scale of 1-10, with 10 being the highest possible score. The scores will then be used in evaluation of the Proposal pursuant to paragraph 2.7. Client reference scores may be used by the City to determine the responsibility of a Proposer.

3. The City may ask a client reference any or all of the following questions, and any other question it deems appropriate:
 - a. How cooperative and easy to work with was the Proposer during the procurement process?
 - b. How satisfied were you with the Proposer's point of contact?
 - c. How promptly and effectively did the Proposer address your questions or concerns?
 - d. How promptly, effectively, and efficiently did the Proposer mitigate or resolve performance or contractual issues that arose during the project?
 - e. How would you rate the Proposer's operational and administrative practices (e.g., the timeliness, completeness, and accuracy of its invoices)?

- f. How would you rate the number and validity of Proposer-generated change order and contract modification requests, claims, disputes, and lawsuits, if any?
- g. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods and services in relation to your requirements?
- h. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods and services in relation to the amount you paid the Proposer and how much time your organization contributed in time and effort to the project?
- i. How well did the Proposer minimize the effect of its activities on the operations of your organization?
- j. Would you do business with the Proposer again in the future?

G. Tab V, Staff Experience

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

1. A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s), and accounting manager(s) and staff;
2. A narrative that describes the work responsibilities of the individuals identified pursuant to paragraph 2.13.G.1 above, including the following information for each individual: the individual's qualifications, education, certifications, and special competencies that will be valuable in performing the Work under the Contract; the individual's experience on similar contracts; the individual's title and percentage of time available to perform the Work; the individual's role to ensure the personnel under his or her supervision have a full understanding of the Work to be performed, as well as his or her role to ensure a high level of quality performance of the Work from personnel;
3. Copies of relevant certifications or other professional credentials for individuals identified pursuant to paragraph 2.13.G.1 above;
4. The name of the proposed Contract administrator and a description of his or her experience with similar contracts, including public sector organizations;
5. The name of the individual who will be responsible for customer service and problem resolution for the Proposer and a description of his or her relevant experience; and
6. Resumes of all the individuals identified pursuant to paragraphs 2.13.G.1, G.4, and G.5 above.

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

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

The Proposer shall provide a completed Key Personnel Form.

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

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

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

The Proposer shall provide a completed Required Information Form.

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

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

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

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

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

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

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

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

O. Tab XIII, Acceptance of Conditions

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

P. Tab XIV, Appendices

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

Q. Tab XV, Cost Proposal

1. The Proposer shall indicate the job categories: executive, medical, financial, health, professional, non-professional, technical, administrative support, skilled labor, or unskilled labor for which the Proposer wants to be considered pursuant to the RFP, and for each such category, the Proposer shall provide the hourly cost to the City for all temporary staff positions to be provided under a Contract.
2. Hourly costs, and overtime costs provided in the Proposer’s proposal shall be fully burdened (e.g., including all payroll taxes, benefits, overhead, etc.), and shall be fixed for the first three (3) years of the Contract. After the third (3rd) year of the Contract, hourly costs may be adjusted by the Consumer Price Index for the previous twelve (12) month period, if approved by the Purchasing Agent.
3. The Proposer shall include overtime costs in its cost proposal, which shall be fully burdened.

2.13 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

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

2.14 EXAMINATION OF CONTRACT DOCUMENTS

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

2.15 VALIDITY OF PROPOSALS SUBMITTED IN RESPONSE TO RFP

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

PART III - GENERAL CONDITIONS OF A CONTRACT FOR GOODS AND SERVICES

1. DEFINITIONS:

- 1.01 Acceptance** means in terms of goods, approval of the Contractor's invoice for such goods by the COTR after a reasonable opportunity to inspect, and in terms of services, approval of the Contractor's invoice for such services by the COTR.
- 1.02 Business Day** means any day other than Saturday, Sunday, City holiday, or other day on which the City is closed.
- 1.03 Calendar Day** means any day in a month, from midnight to midnight, including weekends and holidays.
- 1.04 Change Order** means a written order to the Contractor, signed by the Purchasing Agent, which authorizes a change in the Work, an adjustment to the Contract Sum, and/or an adjustment to the Time(s) for Performance.
- 1.05 City** means the City of Alexandria, a municipal corporation of Virginia, and its authorized representatives and employees.
- 1.06 Contract** means a mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the RFP, which obligates the Contractor to furnish goods and/or services to or on behalf of the City, and the City to pay for the goods and/or services furnished. A Contract shall specifically identify all other Contract Documents and includes, but is not limited to, the following documents:
- A. RFP;
 - B. Addenda issued related to the RFP;
 - C. The Proposer's signed Offer and Award Form and all other documents submitted by the Proposer to the City in response to the RFP;
 - D. Notice of Award issued for the RFP;
 - E. Schedule(s);
 - F. Purchase order(s) issued for Work to be performed; and
 - G. Change Order(s) issued pursuant to the Contract.
- 1.07 Contract Documents.** See definition of Contract above.
- 1.08 Contract Specialist** means a City employee or representative whose responsibilities include issuing bids, solicitations, or other contractual documents, and drafting, analyzing, and negotiating contracts under the direction and supervision of the Purchasing Agent.

- 1.09 Contract Sum** means the total amount payable to the Contractor for performance of the Work.
- 1.10 Contracting Officer's Technical Representative (COTR)** means the City's Director of Human Resources who serves as the Purchasing Agent's technical representative for purposes of administering the Contract.
- 1.11 Contractor** means the Proposer or the Proposer's authorized representative that enters into a Contract with the City to perform the Work.
- 1.12 Final Payment** means the payment of the balance of the Contract Sum, following the Acceptance of all goods and services delivered pursuant to the Contract.
- 1.13 Living Wage** means the hourly wage rate to be paid to an employee as required by Paragraph 3-3-31.1 of the Alexandria City Code and published on the City's website at the time of Contract execution.
- 1.14 Notice** means the notice required by paragraph 20 of Part III of the RFP.
- 1.15 Proposal** means a submission put forth by a Proposer in response to a RFP which states something in exchange for consideration and may serve as the blueprint for a future Contract. A Proposal may be accepted or rejected by the City.
- 1.16 Proposer** means any individual, company, firm, corporation, partnership, or other legal entity that submits a Proposal in response to the RFP offering to enter into a Contract with the City.
- 1.17 Purchasing Agent** means the City's principal public purchasing official or designated representative responsible for the purchase of all goods, services, insurance, and construction needed by the City. The Purchasing Agent serves as the City's chief contracting officer.
- 1.18 Request for Proposals (RFP)** means the request that is made to prospective Proposers for their proposal for the goods and/or services desired by the City.
- 1.19 Time(s) for Performance** means the date(s) and time(s) by which goods are required to be delivered and/or services are required to be provided, in accordance with the Contract.
- 1.20 Work** means the goods and/or services required to be delivered by the Contractor pursuant to the Contract.
- 2. THE CITY:**
- 2.01 Authority of the Purchasing Agent:** The Purchasing Agent shall be the contracting officer for the City, who is authorized to execute this Contract and any Change Orders issued pursuant to paragraph 10 of Part III of the RFP. No Notice to the City shall be

effective unless a copy is delivered to the Purchasing Agent in accordance with the terms of the Contract.

2.02 Authority of the Contracting Officer's Technical Representative: The Contract shall be administered by the Human Resources Department, who shall be referred to in the Contract Documents as the Contracting Officer's Technical Representative.

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

3. THE CONTRACTOR:

3.01 Licensure: To the extent required by the Commonwealth of Virginia or the City of Alexandria, the Contractor shall be duly licensed to sell the Goods or to perform the Services required to be delivered pursuant to this Contract.

3.02 Key Persons: If any "Key Persons" are identified in Contractor's Bid or Proposal, those Key Persons shall be directly involved in the performance of Contractor's Work hereunder. No Key Person shall be changed without the written consent of City unless such Key Person becomes unavailable to perform his or her duties because of death, disability or termination of employment; provided however, that a Key Person shall be removed at City's request.

If a Key Person is no longer capable of performing in the capacity described in the Bid or Proposal, or is removed by the City, the City and the Contractor shall agree on a mutually acceptable substitute.

4. TERMS FOR PERFORMANCE:

4.01 The Work. The Goods and/or Services required to be delivered pursuant to this Contract shall be in strict accordance with the Specifications included as part of the Contract Documents. All Goods shall be in conformance with the requirements of the Contract Documents and shall be new and unused, unless otherwise specified. All persons performing Services pursuant to the Contract shall be duly qualified to perform those Services and shall hold any licenses required by law for persons performing such Services.

4.02 Time for Performance: Time is of the essence of this Contract. The Contractor shall deliver all Goods and perform all Services at the time(s) and in the manner(s) specified in the Contract Documents.

4.03 Brand Name or Equal: Unless otherwise indicated, all brand name references in the Specifications are intended to define a standard and a quality. Substitutions may be used with the written approval of the Purchasing Agent after the Contractor has demonstrated to the satisfaction of the City that the substituted item(s) is equivalent to the one specified. Individual item approvals do not relieve the Contractor of the responsibility to

provide a total system that performs in a manner and of a quality intended by the Contract Documents.

5. INSPECTION, ACCEPTANCE AND REJECTION:

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

6. SAMPLES:

6.01 Samples: Samples of items may be required by the City for inspection and specification testing and must be furnished free of expense to the City. The samples furnished must be identical in all respects to the products proposed and/or specified in the Contract.

6.02 Return of Samples: Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

7. WARRANTY:

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

7.02 One Year Continuing Warranty; Equipment Warranties: In addition to any specific warranty required by the Contract Documents, Contractor warrants all Work against defects in material or workmanship for a period of one year from the date of Acceptance, unless specified otherwise. Contractor shall secure and assign to the City all written warranties of equipment or materials furnished to Contractor or its subcontractors by any manufacturer or supplier.

7.03 Commencement of Warranties: All periods of warranty, and periods of manufacturers' product and/or equipment warranties shall commence on the date of Acceptance of the Work and shall extend for a minimum period of one year thereafter.

7.04 Successors and Assigns: All warranties, including special warranties specified elsewhere herein, shall inure to the City, its successors, assigns, customer agencies and users of the Goods or Services.

8. PACKING AND SHIPMENT:

8.01 Containers: All Goods shall be packed in suitable containers for protection in shipment and storage, and in accordance with applicable Specifications. Each container of a multiple container shipment shall be identified to: show the number of the container and the total number of containers in the shipment; and the number of the container in which the packing sheet has been enclosed.

8.02 Packing Sheets: All shipments by Contractor or its subcontractors must include packing sheets identifying: the City's Contract Number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

8.03 Shipments: Shipments must be made as specified in this Contract, as it may be amended, or as otherwise directed in writing by the Purchasing Agent.

9. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:

9.01 Transportation Costs Included in Contract Sum: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the City unless expressly included and itemized in the Contract.

9.02 F.O.B. Shipments: Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The City may permit use of an alternate carrier at no additional cost to the City with advance written authorization of the COTR.

9.03 Damage to Goods: On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the City in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper, such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the City, shall at Contractor's own expense assist the City in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

10. CHANGES:

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

10.02 Ordering Option: When an Invitation to Bid specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the Invitation to Bid at the same unit prices stated in the Contractor's Bid for a period of thirty (30) Calendar Days after the Contract Award. The amount of any such additional quantities shall be added to the Contract Sum by Change Order.

10.03 Option Periods: If the Contract Documents include one or more option periods, any Contract renewals shall be authorized by Change Order signed by the Purchasing Agent. The Contract Sum in the option period(s) will be based on firm fixed prices. Unless otherwise mutually agreed, in writing, changes in the Contract Sum for subsequent yearly contract renewals shall be equal may be adjusted by the percentage change in the Consumer Price Index, for all Urban Consumers (CPI-U), for the Washington DC Metropolitan Area from the date of Contract award to the date of the Change Order authorizing the Contract renewal if approved by the Purchasing Agent.

11. PAYMENTS TO CONTRACTOR:

11.01 Payment for Goods upon Delivery: If the Contract requires the delivery of Goods at a specified time, the Contractor shall submit its invoice for the Goods, at the fixed price specified in the Contract, at or within a reasonable time after delivery. If the Goods are accepted, the COTR will approve the invoice and process it for payment.

11.02 Payment for Services: If the Contract requires the Contractor to perform Services, the Contractor shall submit its invoice for the Services performed during the previous month on or before the 15th day of the following month. The invoice shall bill for the Services at the fixed monthly rate specified in the Contract Documents or shall detail those Services provided and bill at the rates specified in the Contract Documents. The COTR shall verify that the Services have been performed in accordance with the Contract Documents and, if appropriate, will approve the invoice and process it for payment.

11.03 Progress Payments: If authorized by the terms of the Contract, the Contractor may submit requests for progress payments at such times or upon the occurrence of such events as the Contract Documents may provide.

Upon submission of the request for progress payment, the COTR shall verify the Contractor's entitlement thereto and, if appropriate, shall approve the invoice and process it for payment.

11.04 The Contractor shall submit original invoices to the COTR which clearly describe and itemize the equipment, supplies or Services provided. In addition, invoices shall contain, at a minimum, the following information:

- A. The date of the Contract;
- B. The Contract Number;
- C. The unit price in accordance with the firm fixed price stated in the Contract;
- D. The total extended price; and
- E. The total price to the City of the Goods or Services provided.

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

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

- A. Defective Work not remedied;
- B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- D. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- E. Damage to the City or another contractor;
- F. Reasonable evidence that the Work will not be completed on or before the Time(s) for Performance;
- G. Persistent failure to carry out the Work in accordance with the Contract Documents; or
- H. Liability, damage, or loss due to injury to persons or damages to the Work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of its subcontractors.

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

12. TERMINATION OR SUSPENSION:

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

12.02 Termination for Convenience: The City shall have the right to terminate this Contract at its own convenience for any reason by giving fifteen (15) 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, plus 10%, or (2) the pro rata percentage of completion based upon any schedule of payments set forth in the Contract Documents, plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the City. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The City shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Paragraph. The City shall have the right of audit (and Contractor shall have the

obligations) stated in Paragraph 21, insofar as they pertain to amounts claimed to be due hereunder.

12.03 Termination for Default. The City of Alexandria may, by written Notice to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

- A. If the Contractor fails to deliver the Goods or perform the Services within the Time(s) for Performance specified in this Contract, and does not cure such failure within a period of ten (10) Calendar Days after receipt of Notice from the Purchasing Agent or designee;
- B. If the Contractor fails to perform any of the other provisions of this Contract, fails to make progress so as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) Calendar Days after receipt of Notice from the Purchasing Agent or designee; or
- C. Without further notice, if the Contractor defaults in the performance of its duties pursuant to paragraphs (A) and/or (B) above more than twice within any consecutive twelve (12) month period, whether or not the Contractor subsequently cures such earlier defaults.

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

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

13. CLAIMS AND DISPUTES:

13.01 Claims: Contractual claims shall be submitted in writing not later than sixty (60) Calendar Days after the date of Final Payment. No claim shall be considered by the City (and will be deemed to have been waived), unless the Contractor gives written Notice of an intention to file such a claim at the time of the occurrence of the event giving rise to the claim or at the beginning of the Work upon which the claim is based. Written Notice of the Contractor's intention to file a claim pursuant to this Paragraph 13.01 shall not be

sufficient unless Contractor complies with each of the following:

- A. The Contractor shall, within five (5) Calendar 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 COTR written Notice specifying that the Contractor has sustained or is sustaining injury, and detailing the basis of the claim against the City.
- B. Within twenty (20) Calendar Days after delivering such Notice, the Contractor shall deliver to the Purchasing Agent and the COTR a sworn affidavit incorporating an itemized breakdown of the nature and amounts of any damages it has incurred or is incurring. This itemized breakdown shall be made to the fullest extent possible; otherwise the claim shall be deemed to be waived.
- C. The Purchasing Agent or designee shall make a determination of the claim within fifteen (15) Calendar Days after receipt of the itemized breakdown described in Subparagraph B above, which decision shall be the final determination of the City.

13.02 No Claim Against City Officials: The Contractor shall make no claim whatsoever against any elected official, appointed official, authorized representative or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

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

13.04 Exhaustion of Administrative Procedures: The City and the Contractor agree that no claim or controversy arising under this Contract at any time during or after the performance of the Work shall be brought before any court without first having been submitted to the procedures outlined above, and that failure to comply with such procedures shall be deemed a waiver of such claim.

13.05 Contractor to Continue Work During Pendency of Dispute: Unless ordered by the City to suspend all or a portion of its Services hereunder, the Contractor shall proceed with the performance of the Work without any interruption or delay during the pendency of any dispute resolution procedures.

14. INSURANCE:

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

15. INDEMNITY:

15.01 The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the City and its officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the Contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Contractor or its Subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.

16. EQUAL EMPLOYMENT OPPORTUNITY: The Contractor hereby agrees:

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

16.02 Affirmative Action: To implement an affirmative action employment program as defined in Section 12-4-3 of the Code of the City of Alexandria to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria and approved by the City Council of the City of Alexandria.

16.03 EOE Statement: To include in all solicitations or advertisements for employees placed by or on behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the commission, meaning same.

16.04 Notice to Labor Unions: To notify each labor organization or representative of employees with which the Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.

16.05 Reports to the City: To submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the administrator may request more frequent special reports of particular employers provided the commission has found such employers to have violated any provision of Chapter 4, of Title 12 of the Code of the City of Alexandria.

16.06 Compliance with Federal Requirements Sufficient: Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph.

16.07 Accommodation of Disabled Workers: To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its business.

16.08 Reasonable Accommodations: That for the purpose of this paragraph reasonable accommodation may include (i) making facilities used by employees readily accessible to and usable by persons with a disability and (ii) job restructuring, part-time or modified work schedules, acquisitions or modification of equipment or devices, the provision of readers or interpreters and other similar actions.

16.09 Undue Hardship: That in determining whether an accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to the following:

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

16.10 Refusal to Employ: That it may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

16.11 Subcontracts: To include the provisions in Paragraphs 16.01 through 16.10 of this Article in every subcontract so that such provisions will be binding upon each subcontractor.

16.12 Non-compliance: That in the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, this Contract.

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

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

12-4-6 of the Code of the City of Alexandria. The City reserves the right to make multiple awards if the Purchasing Agent determines that such awards are in the best interest of the City and its SMBE program.

18. ETHICS IN PUBLIC CONTRACTING:

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

19. DRUG-FREE WORKPLACE:

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

19.02 Definition: For the purposes of this Paragraph, "drug-free workplace" means a site for the performance of work done in connection with this Contract awarded to Contractor, in accordance with Chapter 3, Title 3, of the Code of the City of Alexandria, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

20. NOTICE:

20.01 Written Notice: All Notices required by the terms of this Contract shall be in writing. For purposes of this Paragraph, "writing" shall include facsimile transmissions and electronic mail, provided that reasonable care is used to ensure that the Notice is received by its intended recipient.

20.02 Notice to Contractor: Written Notice may be served on the Contractor by mail, courier, facsimile transmission or electronic mail to the Contractor's office at the Project or to the business address of the Contractor as stated in the Contract Documents.

20.03 Notice to City: Written Notice may be served on the City by mail, courier, facsimile transmission or electronic mail to the COTR, with a copy to the Purchasing Agent.

21. AUDIT AND PRICE ADJUSTMENT:

21.01 Audit: All records, reports and documents relating to this Contract shall be maintained by Contractor for a period of three (3) years following Final Payment (the "Audit Period"). Such records, reports and documents shall be subject to review and audit by City and the City's consultants or auditors at mutually convenient times.

21.02 Price Adjustment for Defective Cost and Pricing Data: If any price, including profit or fee, negotiated in connection with this Contract or any Change Order or modification under this Contract, was increased by any significant amount because the Contractor furnished cost or pricing data that were not complete, accurate and current as of the date agreed upon between the City and Contractor, the price or cost shall be reduced accordingly, and this Contract shall be modified to reflect the reduction. This right to a price reduction is limited to increases resulting from defects in data under which the submission and certification of cost or pricing data were required.

22. SERVICE CONTRACT WAGES:

22.01 Living Wage: If applicable, the Contractor shall comply with provisions of Section 3-3-31.1 of the Code of the City of Alexandria during the performance of this Contract. All Contractor employees working on City-owned or City-occupied property shall be paid an hourly wage no less than the hourly wage rate published on the City's world-wide web site at the time of Contract execution (the "Living Wage").

22.02 Option Periods: For each option period for which the Contract is renewed, Contractor's employees' wages shall be adjusted to correspond to the Living Wage rate posted on the City's World Wide Web site as of the date of the Change Order authorizing the option period.

Prior to renewal, the Contractor shall submit, on a form acceptable to the Purchasing Agent, the names of all employees who will be affected by the Living Wage requirements of this Article, their positions, their wage rates prior to the renewal date, their wage rates in conformance with the Living Wage at renewal, and the change in total direct labor costs as a result of the Living Wage changes. No Contract shall be renewed until this information is submitted and approved by the Purchasing Agent. The cost of any such increase in wages, together with applicable labor burdens, shall, shall be added to the Contract Sum, in addition to any increase otherwise allowed pursuant to Paragraph 10.03.

22.03 Complaints by Aggrieved Employees: Within six (6) months of the Contractor's failure to comply with the Living Wage requirements of this provision, an aggrieved employee may file a complaint with the City's Purchasing Agent. If the Purchasing Agent determines that the Contractor has paid its employees a wage rate less than that required by the Contract, the Contractor shall be liable to the employees for the amount of the unpaid wage, plus interest at the judgment rate. The Contractor shall not discharge,

reduce the compensation of, or otherwise retaliate against any employee who files a complaint with the City's Purchasing Agent, or takes any other action to enforce the requirements of this clause.

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

- A. Post the current wage rate in English and Spanish at a prominent place at its offices and each location where its employees perform Services under this Contract;
- B. Provide, within five (5) Calendar Days of an employees' request, a written statement of the then current required wage rate;
- C. Include the provisions of this clause in all subcontracts for work to be performed by subcontractors on City-owned or City-occupied property, so that provisions of this clause are binding upon subcontractors;
- D. Comply with all applicable federal, state and City laws, rules and regulations, including, but not limited to the U.S. Fair Labor Standards Act of 1938, as amended, the U.S. Occupational Safety and Health Act of 1970, as amended, the U.S. Employee Retirement Income Security Act, as amended, and Chapter 3 of Title 40.1 of the Code of Virginia, 1950, as amended (for the purposes of this Contract, the annual schedule of City holidays published by the City Manager's Office shall be used); and
- E. Submit, within five (5) Business Days of the end of each period, quarterly and annual payroll reports in a form approved by the Purchasing Agent to include copies of at least four (4) payroll reports for each quarter and two (2) copies of a payroll check for each employee working during the quarter.

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

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

23.0 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:

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

24. STATE CORPORATION COMMISSION REQUIREMENT:

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

25. MISCELLANEOUS PROVISIONS:

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

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

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

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

25.05 Severability: Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provisions(s) eliminated, and it is hereby declared the intention of the parties that they

would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason hereafter be declared invalid.

- 25.06 Survival:** Any provision of this Contract which contemplates performance subsequent to any termination or expiration of this Contract, including, without limitation, the provisions of Articles 7 (Warranty); 13 (Claims and Disputes); 15 (Indemnity), and 21 (Audit and Price Adjustment), shall survive any termination or expiration of this Contract and shall remain in full force and effect according to their terms.
- 25.07 Non-Waiver:** The failure of Contractor or the City to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
- 25.08 Headings:** Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Contract are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

PART IV – REQUIRED SUBMITTAL A - OFFER AND AWARD FORM
Request for Proposals (RFP) No. 00000173, Temporary Staffing Services

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

THIS OFFER AND AWARD FORM SHALL BE SIGNED

For and in consideration of the payment of the Contract Sum, as set forth in the Proposal, subject to modification by a final Contract mutually agreed upon by the City and Proposer, the Proposer offers to perform the Work set forth in Request for Proposals No.00000173, including any addenda, in accordance with the terms of the Proposer's Proposal, as modified by a final Contract by the City and the Proposer.

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

	PART	DESCRIPTION
X	I	Scope of Work
X	II	Instructions and Information for Proposals
X	III	General Conditions of Contract for Goods and Services
X	IV	Required Submittals
X		Addenda

 Proposer's Authorized Signatory

 Date

 Name and Title of Authorized Signatory

Accepted by the City of Alexandria, Virginia,

 Eleanor Foddrell, Purchasing Agent

This ____ day of _____, 2012.

PART IV – REQUIRED SUBMITTAL B - KEY PERSONNEL FORM
Request for Proposals (RFP) No. 00000173, Temporary Staffing Services

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

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

**PART IV – REQUIRED SUBMITTAL C - CITY OF ALEXANDRIA INSURANCE
CHECKLIST**

Request for Proposals (RFP) No. 00000173, Temporary Staffing Services

I understand the Insurance Requirements and will submit a Certificate of Insurance to the City if awarded this contract in the amount and type as set forth below. See continuation sheets for explanation. Items marked “X” are required to be provided by Proposer, if contract award is made

		REQUIRED COVERAGES	LIMITS (figures denote minimum limits required)
X	1.	Worker’s Compensation and Employer’s Liability Required when Contractor has three (3) or more employees.	Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. \$500,000 each accident; \$500,000 each disease; \$500,000 policy limit for employer’s liability. USL&H and Jones Act coverage endorsements needed for work along and on the river.
X	2.	Commercial General Liability Required on all City contracts.	\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate. The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after the City’s final acceptance of the work.
X	3.	Automobile Liability Required on all City contracts. Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.	\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists. Must include the following: Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.
	4.	Property Coverage Required when Contractor: A. Uses their own personal property or equipment on City property and/or B. Stores or leaves equipment or personal property on	<u>Commercial Property Policy/Builders Risk:</u> Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake, and

		City Property; and/or C. Uses materials for building NOT owned by City until installed.	terrorism. <u>Contractor's Equipment Floater</u> : Provide coverage for Contractor's mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges, and tunnels.
X	5.	Crime Policy <u>Required when Contractor:</u> A. Collects money, securities or other property on behalf of City, and/or B. Requires the use of City money, securities, or negotiable property to be in Contractor's care, custody and control and/or C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.	\$1,000,000 limit for employee theft of money, securities and other property owned by the contractor. An endorsement should also be added to the policy to cover theft of the City's money, securities, or other property (third party coverage).
	6.	Professional Liability/Errors & Omissions <u>Required when:</u> A. Contractor must maintain a license or special degree. B. services require high level of expertise or knowledge in a particular field to require certification or licensing. C. Law enforcement, contractors A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by the City is part of the work.	\$2,000,000 each claim and aggregate. C. Where applicable \$10M Law Enforcement contractors. Coverage may be provided in the General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).
X	7.	Excess Liability/Umbrella	\$1,000,000 Per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
	8.	Garage Liability Required when the contractor takes possession of the City's owned vehicles including buses in order to repair.	\$1,000,000 bodily injury and property damage each occurrence/accident.

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

Company Name

Proposer's Authorized Signatory

Date

Name and Title of Authorized Signatory

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

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

I. General Insurance Requirements:

1. The successful Proposer shall not start work under the Contract until the successful Proposer has obtained at his/her own expense all of the insurance required under the Contract and such insurance has been approved by the City of Alexandria (City); nor shall the successful Proposer allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful Proposer. Approval of insurance required of the successful Proposer and subcontractors for the City will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
2. The successful Proposer shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverage as indicated in PART IV Attachment C, in the same manner as specified for the successful Proposer. Upon request, the successful Proposer shall immediately furnish subcontractors' certificates of insurance to the City.
3. All insurance policies required under the Contract shall include the following provision: Thirty (30) day notice of cancellation, non-renewal, material change, or coverage reduction is required on all policies.
4. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the successful Proposer, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
5. The City of Alexandria (including its officers, agents and employees) is to be listed as an additional insured on all insurance policies except Workers' Compensation and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this section shall be primary with respect to the City, its officers, agents, and employees. The contractor's insurance will be primary and the City's insurance or self-insurance shall be non-contributory.
6. The successful Proposer shall provide insurance as specified in the "City of Alexandria, Virginia Insurance Checklist" PART IV Attachment C.
7. The successful Proposer covenants to save, defend, keep harmless and indemnify the City and all of its officers, agents and employees (collectively the "City") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from

or arising out of or in any way connected with the successful Proposer's performance or nonperformance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the successful Proposer completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the City for which the City gives notice to the successful Proposer after the City's final acceptance of the Work.

8. The successful Proposer shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the Contract. The successful Proposer assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) Calendar Days of written notice at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the successful Proposer, and successful Proposer shall be liable to the City for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the Contract at the time of termination.
10. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful Proposer shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The successful Proposer shall be fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.
12. Precaution shall be exercised by the successful Proposer at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful Proposer and its subcontractors. The successful Proposer shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.
13. If the successful Proposer does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City's Purchasing Agent, may be considered. Written request for consideration of alternate coverage shall be received by the City's Purchasing Agent at least (10) ten Business Days prior to the date set for

opening the Proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for Proposal openings.

14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the City. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class VIII" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption, in the same manner as described in section 13 above.
15. The City will consider deductible amounts as part of its review of the financial stability of the Proposer. Any deductibles shall be disclosed in the Proposal and all deductibles will be assumed by the successful Proposer.

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

1. The successful Proposer shall purchase and maintain in a company or companies authorized to do business in the Commonwealth of Virginia, and acceptable to the City such insurance as will protect the successful Proposer and the City from claims set forth below which may arise out of or result from the successful Proposer operations under the Contract, whether such operations are by the successful Proposer or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful Proposer's employees;
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful Proposer's employees;
 - D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful Proposer, or by any other person;
 - E. Claims for damages, other than to the Work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting there from;
 - F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle.
2. The specific insurance policies required to cover the claims listed above in subsection II. 1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "City of Alexandria, Virginia Insurance Checklist" contained in the Request for Proposals documents.

- A. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as dictated on the "City of Alexandria, Virginia Insurance Checklist":
 - i. Premises/Operations;
 - ii. Actions of Independent Contractors;
 - iii. Products/Completed Operations to be maintained for three years after completion of the Work;
 - iv. Contractual liability including protection for the successful Proposer from claims arising out of liability assumed under the Contract, and including Automobile Contractual Liability;
 - v. Personal Injury and Advertising Injury Liability
 - vi. Explosion, Collapse or Underground Hazards.

- B. Commercial Automobile Liability including Uninsured Motorist's and Underinsured Motorists Coverage.

- C. Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; and Employers' Liability coverage.

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

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

PART IV – REQUIRED SUBMITTAL ATTACHMENT D - REQUIRED INFORMATION FORM

Request for Proposals (RFP) No. 00000173, Temporary Staffing Services

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

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

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

Name_____

Address_____

City_____

State_____

Partnerships are to provide this information for all partners.

3. If the Proposer is a corporation, provide the following:

State of Incorporation _____ Charter number of the Virginia Certificate of Authority_____ Date of Incorporation_____

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

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

President_____

Vice-President_____

Secretary_____

Treasurer_____

Registered Agent _____

Company Name

Proposer's Authorized Signatory

Date

Name and Title of Authorized Signatory

PART IV – REQUIRED SUBMITTAL E - CERTIFIED STATEMENT OF NON-COLLUSION

Request for Proposals (RFP) No. 00000173, Temporary Staffing Services

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

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

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

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

(3) Section 59.1-68.7 of the Code of Virginia (1950), as amended, provides that any combination, conspiracy or agreement to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated, any Proposal submitted to any governmental unit for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of goods or services, or excluding other persons from dealing with the state or any other governmental unit shall be unlawful. Any person violating the foregoing shall be guilty of a Class 6 felony.

Company Name

Proposer's Authorized Signatory

Date

Name and Title of Proposer's Authorized Signatory

PART IV – REQUIRED SUBMITTAL G - EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

Request for Proposals (RFP) No. 00000173, Temporary Staffing Services

The contractor hereby agrees:

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

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

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

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

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

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

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

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

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

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

Company Name

Proposer's Authorized Signatory

Date

Name and Title of Proposer's Authorized Signatory

PART IV – REQUIRED SUBMITTAL H W-9, Request for Taxpayer Identification Number and Certification Request for Proposals (RFP) No. 00000173, Temporary Staffing Services

<p>Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>
<p>Print or type See Specific Instructions on page 2.</p>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number + +	or	Employer identification number +
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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

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

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

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

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

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

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

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



(703) 746-4944

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



Fax: (703) 838-6493

**CITY OF ALEXANDRIA
NOTICE TO PROPOSERS**

ADDENDUM I

**REQUEST FOR PROPOSALS (RFP) NUMBER 00000173
TEMPORARY STAFFING SERVICES**

**PLEASE NOTE: THE PROPOSAL CLOSE DATE HAS BEEN CHANGED FROM
MARCH 29TH TO APRIL 10TH. THE TIME REMAINS AT 4 P.M. PREVAILING
LOCAL TIME**

**INCLUDED WITH THIS ADDENDUM, ARE THE CITY'S RESPONSE TO THE
WRITTEN QUESTIONS RECEIVED WITHIN THE TIME NOTED IN THE RFP
DOCUMENT.**

for Michael F. Hauer

Stephen Taylor
Acting Purchasing Agent

March 27, 2012
Date

ACKNOWLEDGMENT OF RECEIPT

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____
Date

NAMTE AND TITLE: _____

TELEPHONE NUMBER: _____

EMAIL: _____

Written Questions Received and the City's Response
RFP 0000173
Temporary Staffing Services

1. Question: Part 1 – Scope of Work, paragraph 1.2 Purpose/Objective: You state that the city currently has over 500 job classifications and that the specifications are available on the City's website. We see the listings and the salaries. Are you asking us to provide hourly pricing for all 599 job classifications or can you provide us with a listing of the positions you require most frequently under this contract?

Answer: On page 25, Q. Tab XV, Cost Proposal, clearly states what the City is requesting concerning rates. The City website was for informational purposes

2. Question: Do you require that a vendor be able to provide staffing services in ALL of the requested job categories to include:

- Executive
- Medical
- Financial
- Health
- Professional
- Non-professional
- Technical
- Administrative Support
- Skilled
- Unskilled

Answer: On page 25, Q. Tab XV, Cost Proposal, clearly states the Proposer shall indicate the job categories that the Proposer wishes consideration.

3. Question: Page 14, paragraph J. You state that the Contractor must maintain an office within the City Limits. Is it acceptable if a vendor has an office within Fairfax County or must the office be in the City of Alexandria proper?

Answer: The office requirement location has been waived.

4. Question: How many vendors are currently on this contract? Also, how many vendors is the county anticipating giving an award to for the new contract?

Answer: The City currently has two (2) contracts. The numbers of awards made are determined by the proposals received.

5. Question: Re: Tab XV, Cost Proposal. The RFP did not contain the various job titles – positions descriptions that call for prices. There are more than one position within the categories listed (medical, administrative support, etc) and many of the different positions within a category will be priced differently.

We can't price positions that are not specified. The City needs to provide a list of positions in each category...or otherwise clarify how we submit pricing.

Answer: The solicitation clearly states, "The Proposer shall indicate the job categories: executive, medical, financial, health, professional, non-professional, technical, administrative support, skilled labor, or unskilled labor for which the Proposer wants to be considered pursuant to the RFP, and for each such category, the Proposer shall provide the hourly cost to the City for all temporary staff positions to be provided under a Contract".

6. Questions: Section 1.6 A. 3. What "positions of trust" require a drug test and criminal background check? If we are to pay for them, we need to know which positions are affected so we can build that cost into our pricing.

Answer: The solicitation clearly states, "The City will inform the Contractor when a position requires a drug test and/or a criminal background check prior to the Contractor providing temporary staff for a particular position. Upon request from the City, the Contractor shall provide, at its own expense, drug testing, and criminal background checks for temporary employees to be assigned to selected City positions. Additionally, the Contractor will supply the City a driving record background/required certification check for applicable positions".

7. Question: Section 1.6 A.4. Under the current staffing RFP, there is no requirement to provide "supervision". What is meant by provide "supervision"? In the past, all supervision of temporary workers was provided by a City employee/supervisor/department head. Is this a new position to be priced?

Answer: What is meant by this requirement is that the Contractor has a single point of contact to work with the City to resolve any needs or problems.

8. Can the City please confirm invoicing requirements? (On page 11 it states weekly and on page 32 it states monthly)

Answer: The invoicing requirement stated on page 11 takes precedence.

9. Question: Is it correct that the proposal must be submitted both as a hard copy and as an electronic copy via eProcure? Section 2.1 B on page 17 indicates that the electronic copy is "encouraged", whereas on page 2 under the heading "Submit", it is indicated that an electronic copy must be submitted both through eProcure and on a CD. Please clarify.

Answer: If you are submitting hard copies, following the hard copy instructions. If you wish to file your submission electronically, follow the electronic submission instructions.

10. Question: Can the City provide a list of job descriptions to aid respondents in providing an accurate cost proposal?

Answer: As stated in the RFP document, "Currently, the City's has approximately five hundred (500) job classification specifications. The job classification specifications are available on the City's website at the following address:
<http://alexandriava.gov/Classification>."

11. Question: Can the City provide current pay rates for the required positions?

Answer: The job classifications noted in this solicitation are not the same as the current contract. We would not be able to supply pay rates on positions we are not currently utilizing.

12. Question: What are your current markups?

Answer: The City does not markup.

13. Question: What is the average length of assignments?

Answer: The average ranges from three (3) to six (6) months.

14. Question: Will the City be transitioning over temporary employees from the current vendor to the new vendor/vendors?

Answer: New assignments would go to the new firms; the temporary employees already in place would complete their assignment.

15. Question: How often does the city use the PCard? Is this a necessity?

Answer: The use of the purchasing card is a standard, but not necessarily a requirement. Most temporary services invoice monthly.

16. Question: Are the Net 45 payment terms negotiable?

Answer: The City usually pays within thirty-(30) days.

17. Question: Can you please provide a breakdown of spend by job type?

Answer: The City does not track this type of usage

18. Question: Is there a VMS tool in place, if so, which tool?

Answer: The City does not utilize this tool.

19. Question: Is there an MSP in place, if so who, and what is the cost?

Answer: The City does not offer this.

20. Question: How many vendors currently are awarded this opportunity?

Answer: There is currently two (2) firms under contract.

21. Question: It states in the RFP that we must indicate the verticals in which we will place a bid, if we indicate a vertical and a position is sent for fulfillment and it does not match our workers comp restrictions is that allowed? (most concerns fall under skilled and unskilled labor categories)

Answer: Requests from the City will be clear as to the responsibilities the employee will have.

22. Question: Please define your current living wage standard data.

Answer: The current Living Wage is \$13.13 per hour.