



**ADDITIONAL TERMS AND SPECIFICATIONS
FOR FRANCHISE ORDINANCE FOR AN
HISTORIC OR A REPLICA HISTORIC TALL SHIP MOORING
AT THE CITY MARINA**

ISSUE DATE: JULY 10, 2019

PLEASE PROVIDE ALL REQUIRED INFORMATION

TO: JACK BROWAND, DIVISION CHIEF

BY: AUGUST 23, 2019 AT 4:00 P.M. EASTERN TIME

VIA EMAIL: JACK.BROWAND@ALEXANDRIAVA.GOV

**MAILING ADDRESS: RPCA
C/O JACK BROWAND, DIVISION CHIEF
1108 JEFFERSON STREET
ALEXANDRIA VA 22314**

DESCRIPTION OF SERVICES PURSUANT TO FRANCHISE ORDINANCE

PURPOSE/OBJECTIVE

The City has adopted an ordinance to grant a minimum of five (5) years franchise to moor an historic or a replica historic tall ship for sightseeing tours, private charters, private events and educational programming and to allow the design, construction, upgrade of City infrastructure to accommodate the historic or a replica historic tall ship and related operations and services in the City Marina.

DESCRIPTION OF SERVICES

The City shall allow for mooring of an historic or a replica historic or a replica historic tall ship to provide for the operation of sightseeing tours, private charters, private events and educational programming and the design, construction, and upgrade of City infrastructure in the City Marina (as defined by City Code section 6-3-2) for the mooring of the historic or a replica historic or a replica historic tall ship .

The City of Alexandria marina is hereby designated as the area from Prince Street on the south to Oronoco Street on the north, the pier-head line on the east and the shoreline on the west. However, this marina does not include the area from the northern boundary of North Waterfront Park to the southern boundary of the Torpedo Factory Building No. 10, currently known as the Old Dominion Boat Club. The public wharves, docks, landings and similar structures shall include but not be limited to:

- a) Founder's Park piers (north and south);
- b) Torpedo Factory piers (north and south);
- c) Torpedo Factory bulkhead and dock; and the
- d) Waterfront Park bulkhead. (Ord. No. 3121, 4/12/86, Sec. 2)

Each Responder must clearly identify the intended use, and the amount of space needed for operations.

The City of Alexandria reserves the right to accept the proposal that, in its judgement, will best serve the interests of the City and to award services to a single Responder or multiple responders based on, but not limited to, the type of service, size and type of vessel, and operational hours.

The term of the Franchise is negotiable, but it shall be for a minimum of five years.

OPERATIONAL ENVIRONMENT

- A. Responder's operations shall not affect the boating public's use of the City Marina (as defined by City Code section 6-3-2) facilities or adjacent public and/or park areas.
- B. The Responder may design, construct, and upgrade City infrastructure in the City Marina (as defined by City Code section 6-3-2) to support the mooring of the historic or a replica historic tall ship and shall be in conformance with all applicable zoning regulations, City regulations and the Waterfront Plan. Funding for and ownership of improved City infrastructure shall be negotiated under a separate agreement.

- C. The Responder shall provide activities over a twelve (12) month continuous operation.
- D. The Responder may seek approval for refueling the historic or a replica historic tall ship at the City Marina (as defined by City Code section 6-3-2), but requests for refueling shall be negotiated under a separate agreement.

PROPOSED HISTORIC OR A REPLICA HISTORIC TALL SHIP

The Responder shall describe the historic or a replica historic tall ship proposed that include the following information:

- 1. Historical significance of the proposed tall ship;
- 2. The kind of hull used by the proposed tall ship;
- 3. The tall ship 's length, beam, draft, height from the vessel waterline, and tonnage;
- 4. The maximum number of passengers;
- 5. The minimum and maximum number of crew members for the tall ship, including the number required for shore side support;
- 6. The estimated value of the tall ship;
- 7. The berthing requirements for proposed tall ship (i.e., water, electric, etc.); and
- 8. If the tall ship is currently owned or needs to be procured.

INSURANCE REQUIREMENTS

The Responder shall be required to maintain, in force, all types of insurance that is required in the operations of this service. The City of Alexandria, a municipal corporation of the Commonwealth of Virginia, shall be named as an additional insured for all required coverage.

LICENSING

- A. The Responder shall provide documentation that they are licensed under the applicable laws of the Commonwealth of Virginia to operate a commercial passenger carrying vessel (historic or a replica historic tall ship).
- B. Alexandria Business Licenses: In accordance with Chapter 1, Title 9, of the Code of the City of Alexandria, the following shall possess a current City business license:
 - 1. Responder;
 - 2. All Subcontractors, sub-subcontractors and vendors at any tier with a definite place of business in the City; and
 - 3. All Subcontractors, sub-subcontractors and vendors at any tier, without a definite place of business in the City, the gross receipts of which, from business conducted in the City, are expected to exceed \$25,000 in any calendar year.

CONTRACT CLAUSES

- A. Ethics in Public Contracting: The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. Code §§2.2-4367 et seq., Alexandria City Code §§ 3-3-121, et seq.; the State and Local Government Conflict of Interest Act, Code of Virginia §§ 2.2-3100, et seq.; the Virginia Governmental Frauds Act, Code of Virginia §§ 18.2-498.1 et seq.; and Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, all as the same may be amended from

time to time and are incorporated herein by reference.

- B. The Responder shall incorporate the above clause in its contracts with each subcontractor.
- C. Independent Pricing: the Responder certifies that:
 - 1. The prices in this Proposal have been arrived at independently without, for restricting competition, any consultation, communication or agreement with any other Responder or competitor relating to these prices;
 - 2. The prices in this Proposal have not been nor will be disclosed knowingly directly or indirectly to any other Responder or competitor before Proposal closing or Franchise award unless otherwise required by law; and
 - 3. No attempt has been made or will be made by the Responder to induce any other concern or individual to submit or not to submit a Proposal for restricting competition.

EQUAL EMPLOYMENT OPPORTUNITY

- A. Discrimination Prohibited: The Responder hereby agrees not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, 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 Responder. The Responder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Affirmative Action: The Responder hereby agrees to implement an affirmative action employment program as defined in Section 12-4-3 of the Alexandria City Code to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria (the "Commission") and approved by the City Council of the City of Alexandria.
- C. EOE Statement: The Responder hereby agrees to include in all solicitations or advertisements for employees placed by or on behalf of the Responder the words "Equal Opportunity Employer" or a symbol approved by the Commission meaning the same.
- D. Notice to Labor Unions: The Responder hereby agrees to notify each labor organization or representative of employees with which Responder is bound by a collective bargaining agreement or other contract of the Responder's obligations pursuant to this equal employment opportunity clause.
- E. Reports to the City: The Responder hereby agrees 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 Alexandria City Code.

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

COMPLIANCE WITH APPLICABLE LAW

- A. The Responder hereby represents and warrants that:
1. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 2. It is not in arrears with respect to payment of any monies due and owing the Commonwealth of Virginia, or any department of unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become

- so in arrears during the term of this Franchise
3. It shall comply with all Federal, State, and Local laws, regulations and ordinances applicable to its activities and obligations under this franchise ; and
 4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Franchise.

- B. Responders are expected to be familiar with and comply with all Federal, State, and Local Laws, Ordinances, Codes, and Regulations that may in any way affect the service offered. Ignorance on the part of the Responder will in no way relieve it from responsibility for compliance.

SMALL AND MINORITY AND WOMEN-OWNED BUSINESS OUTREACH

The City 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.

DRUG-FREE WORKPLACE

- A. Drug-Free Workplace: During the performance of this, Franchise the Responder agrees to (i) provide a drug-free workplace for Responders 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 Responder'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 Responder that the Responder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. Definition: For the purposes of this Section, "drug-free workplace" means a site for the performance of work done about this-Franchise awarded to Responder, 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 Franchise

SITE INVESTIGATION AND CONDITIONS

- A. The Responder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the situations outlined below.
1. Conditions bearing upon transportation, disposal, handling and storage of materials;
 2. The availability of labor, water, electric power and roads;

3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
4. The conformation and condition of the ground; and
5. The character of equipment and facilities needed preliminary to and during work performance. The Responder also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertaining from an inspection of the site, including all exploratory work done by the City as well as from the drawings and specifications made a part of this Franchise. Any failure of the Responder to take the actions described and acknowledged in this paragraph will not relieve the Responder from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to the City.

B. The City assumes no responsibility for any conclusions or interpretations made by the Responder based on the information made available by the City; nor does the City assume any responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agent before the execution of this Franchise unless that understanding, or representation is expressly stated in this Franchise.

PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT UTILITIES & IMPROVEMENTS

- A. The Responder shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs and grass) on or adjacent to the work site which are not to be removed and which do not unreasonably interfere with the work required under this Franchise. The Responder shall remove trees only when specifically authorized to do so and shall avoid damaging vegetation that will remain in place.
- B. The Responder shall protect from damage all existing improvements and utilities:
 1. At or near the work site; and
 2. On adjacent property of a third party, the locations of which are made known to or should be known by the Responder. The Responder shall repair any damage to those facilities, including those that are the property of a third party, which are the result of a failure to comply with the requirements of this Franchise or a failure to exercise reasonable care in performing work. If the Responder fails or refuses to repair the damage promptly, the City may have the necessary work performed and charge the cost to the Responder.

OPERATION AND STORAGE AREAS

- A. The Responder shall confine all operations (including storage of materials) on City premises to areas authorized or approved by the City Manager or designee. The Responder shall hold and save the City, its officers and agents, free and harmless from liability of any nature occasioned by the Responder's performance.
- B. Temporary buildings (i.e., storage shed, shops, offices) and utilities may be erected by the Responder only after approval by the City Manager or designee and these shall be built with labor and materials furnished by the Responder-without expense to the City.

- C. The temporary buildings and utilities shall remain the property of the Responder and shall be removed by the Responder, at its expense, upon completion of the work. With the written consent of the City Manager or designee the buildings and utilities may be abandoned by the Respondent in which case they need not be removed.
- D. The Responder shall, as approved by the City Manager or designee, use only established roadways, or use temporary roadways constructed by the Responder at its expense, when and as authorized by the City Manager or designee.
- E. When it is necessary to cross curbs or sidewalks, the Responder shall protect them from damage. The Responder shall repair or pay for the repair of any damaged curbs, sidewalks or roads.

CLEANING UP

The Responder shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Responder shall remove from the work or premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the City. Upon completing the work, the Responder shall leave the work area in a clean, neat and orderly condition satisfactory to the City Manager or designee.

AVAILABILITY AND USE OF UTILITY SERVICES

- A. The City shall make all reasonably required amounts of utilities available to the Respondent from existing outlets and supplies as specified in the Franchise. Unless otherwise provided in the Franchise, the amount of each utility service consumed shall be charged to or paid for by the Respondent at prevailing rates charged to the City. The Responder shall carefully conserve any utilities furnished without charge.
- B. The Responder, at its expense and in a workmanlike manner satisfactory to the City Manager or designee, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for determining charges. Before final acceptance of the work by the City, the Responder shall remove all the temporary connections, distribution lines, meters and associated paraphernalia.

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR-RESPONDER

A. PROPOSAL SUBMISSION

1. For hard copy Proposals, the Responder shall deliver one (1) printed, signed original of the Proposal (including all completed and signed required submittals and signed addenda), and one (1) USB thumb-drive containing an exact copy of the signed original Proposal (including all completed and signed required submittals and signed addenda) in PDF format to the address listed above. The envelope containing the Proposal shall be marked on the front with "Franchise Ordinance Proposal for an Historic or a replica historic tall ship Mooring at the City Marina" and the name of the Responder.
2. For electronic Proposals, the Responder shall submit the Proposal to

jack.browand@alexandriava.gov with subject line “Franchise Ordinance Proposal for an Historic or a replica historic tall ship Mooring at the City Marina”.

3. Responders shall submit all completed forms required by this solicitation including, but not limited to any licensing required.

- B. All submissions must be received by the Proposal closing date and time stated in the proposed Franchise Ordinance. The City will not accept any Proposal received after the deadline and shall return any late Proposal to the Responder.

- C. It is the Responder’s responsibility to submit questions regarding the Ordinance. To receive a written response from the City, all questions regarding the Ordinance shall be submitted in writing and received by the City by 4 p.m., prevailing local time, July 26, 2019. Questions shall be: (1) emailed to the attention of Jack Browand at jack.browand@alexandriava.gov; or (2) mailed or delivered to RPCA, C/O Jack Browand, 1108 Jefferson Street, Alexandria VA 22314. Any submission of questions related to the Ordinance shall include the reference “Franchise Ordinance Proposal for an Historic or a replica historic tall ship Mooring at the City Marina” and the name of the person submitting the question(s). Responders are advised that oral explanations or instructions given by City personnel during the Proposal process or at any time before the issuance of a Franchise are not binding on the City. After issuing the Ordinance, the only information binding on the City is information that is conveyed through a written amendment to the Ordinance. Written amendments will be issued when additional information is deemed necessary and when the lack of such information may be prejudicial to uninformed prospective Respondents. All amendments shall be signed by Responders and returned with their Proposal.

- D. Amendments to the Ordinance shall be available on the City’s website at www.alexandriava.gov/Recreation.

- E. The Responder shall review and comply with the requirements of the Ordinance and ensure that all required information is provided and required forms are executed and returned with its Proposal.

- F. Proposals shall contain the original signature of an individual who is authorized to bind the Responder. The original signature shall be provided on all Proposal documents where a signature is required. Facsimile signatures, photographic reproductions of signatures, rubber stamps, etc., are not acceptable.

- G. The City may request at any time that a Responder-provide information, references, and other documentation or information relating to a determination of responsibility. A Responder’s failure to furnish the required information may constitute grounds for a finding of the Responder’s non-responsiveness and/or non-responsibility.

EVALUATION FACTORS FOR AWARD

- A. During the review of Proposals submitted in response to the Ordinance, and as it deems necessary, the City may conduct discussions with responsible Responders determined to be reasonably susceptible of being selected for award, for the purpose of clarification to assure full understanding of, and responsiveness to, the Ordinance requirements.

- B. An award, if made, will be made to the responsive and responsible Responder whose Proposal falls within the competitive range and is determined to be advantageous to the City, taking into consideration the factors set forth in the Ordinance.
- C. The City reserves the right to terminate this request for the mooring of an historic or a replica historic tall ship under this Ordinance up to award without explanation and to waive any informality in submitted proposals.
- D. The City reserves the right to make partial awards, multiple awards, aggregate award or to reject any or all Proposals in response to the Ordinance.

MINIMUM CRITERIA FOR RESPONSIBILITY

The City shall use the following minimum criteria to determine the responsibility of a Respondent:

- A. The Responder-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 requirements as set forth in the Ordinance;
- B. The Respondent must possess the ability, experience, capacity, skill and financial resources to perform the requirements and fulfill the requirements under a resulting Franchise on a timely basis;
- C. The Responder, its employees and its independent contractors are properly licensed under applicable federal, state and local laws;
- D. The qualifications, technical experience and availability of the personnel who will be assigned to the Franchise demonstrating the expertise required for the requirements; and
- E. The Responder-must possess a demonstrated knowledge of all federal, state and City laws, codes and regulations relating to or applicable to the scope of work set forth in this Ordinance.

SELECTION ADVISORY COMMITTEE

The Selection Advisory Committee approved by the City Manager will evaluate the Proposal(s) received by the City. Other City officials and contractors also may review the Proposal(s).

RESPONSE FORMAT

A Proposal submitted pursuant to the Ordinance 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. A Respondent's failure to include all listed items may result in the rejection of its Proposal by the City.

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

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

A. Title Page - The title page shall include the following information:

1. Franchise Ordinance Proposal for an historic or a replica historic tall ship Mooring at the City Marina;
2. The Responder's name, address, telephone number and email;
3. The name and email of the Respondent's authorized contact person with respect to the Proposal; and
4. The date of preparation of the Proposal.

B. Table of Contents

The table of contents shall indicate the material included in the Proposal by tab and page number. The table of contents shall mirror the format set forth in this section and shall include all the items set forth as stated in the following tab numbers.

C. Tab I, Letter of Transmittal

A letter of transmittal shall be submitted with the Responder's Proposal and shall include the following information:

1. The names of the persons who are authorized to make representations on behalf of the Responder (include their titles, addresses, email and telephone numbers).
2. A statement that the individual who signs the transmittal letter is authorized to bind the Responder to Franchise with the City.

D. Tab II, Profile of the Responder

The Respondent shall provide a description including the following information:

1. Whether the Responder is a local, regional or national firm.
2. Foreign (out-of-state corporations) desiring to transact business in the State of Virginia must register with the State Corporation Commission in accordance with Section 13.1-48 through 13.1-121 of the Code of the State of Virginia, as amended. Proof of registration, or proof of application for such registration, must be provided with the proposal.
3. Summarize the organizational history. How long the firm has been in business under the present name and structure. Provide all other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.
4. Identify the complete business name, address, and telephone number of marina owners where the Responder has, or is, performing services similar to those in the proposed Franchise Ordinance. For each marina describe the type of operation the Responder has, or is, performing.

E. Tab III, Management Team

The Responder shall provide a description of the qualifications and experience of the Respondent's management team.

F. Tab IV, Comparable Operations

The Respondent shall provide a description of the Responder's experience with comparable operations.

G. Tab V, References

The Responder shall provide the name, address, and telephone number of at least three (3) entities for which the Responder has a business relationship.

H. Tab VI, Description of Services

The Responder shall describe the type of sightseeing tours, private charters, private events and educational programming or other operations, including the following information:

1. Purpose and length of time of sightseeing tours, private charters, private events and educational programming or other operations;
2. Itinerary of sightseeing tours, private charters, private events and educational programming or other operation;
3. The number of sightseeing tours, private charters, private events and educational programming or other operations offered daily, and the proposed hours of operation for each;
4. The amenities offered during sightseeing tours, private charters, private events and educational programming or other operation (e.g. food, drink, entertainment, etc.); and

I. Tab VII, Historic or a replica historic tall ship Information

The Responder shall describe the historic or a replica historic tall ship proposed for these services by providing the following information:

1. Provide a narrative on how the proposed vessel shall be considered a historic or a replica historic tall ship ;
2. The vessel's length, beam, draft, height from the vessel waterline, and tonnage;
3. The maximum number of passengers;
4. The minimum and maximum number of crew members for the vessel, including the number required for shore side support;
5. The estimated value of the vessel;
6. The berthing requirements for proposed vessels (i.e., water, electric, etc.);
7. Include if the vessels proposed are currently owned or need to be procured. If need to be procured, provide dates of acceptance; and
8. Include photographs and/or drawings of all proposed vessels.

J. Tab VIII, Operational Issues

1. Maritime Facilities:

Specify all maritime facilities needed at the City Marina including:

- a. Amount of and type of linear dockage needed, and specific services required (electric capacity, pump out, security needs, etc.).
- b. Storage
- c. Where will historic or a replica historic tall ship be serviced?

2. Landside Facilities:

Specify amount of square footage needed for ticket sales and administrative space and break out by type of space (office vs retail).

3. Life/Safety

- a. Provide information about how on-board emergencies (medical and nonmedical) will be handled. Describe life / safety features of the boat and training of the crew to ensure the safety of all passengers.
- b. Provide contingency plan should weather, mechanical or other issues render a boat inoperable, e.g., how to handle stranded patrons.
- c. Provide documentation of your alcohol policies and procedures if you are planning to serve alcohol on board, as well as procedures for dealing with intoxicated passengers (who may have consumed on board or elsewhere).
- d. Provide detailed accounts of any accidents, lawsuits, insurance claims or other losses relating to its vessel operations that Responder has experienced.

4. Continuity of Operations:

Provide information about how the Responder will ensure uninterrupted operations and services in the event vessels become unusable due to, but not limited to, mechanical issues, non-regulatory compliance, loss or failure due to acts of god or emergencies, etc.

K. Tab IX, Parking Plan

State the method of providing adequate parking for customers of the proposed operation. Include a detailed parking plan.

L. Tab X, Revenue

Responders shall provide a revenue proposal based on the following factors:

1. A guaranteed monthly revenue to the City.
2. A percentage of gross revenue that the City would receive above the guaranteed monthly revenue.

M. Tab XI, Improvements

List all desired improvements to the City Marina. Include items such as storage lockers, seating, power, water, security, point of sale booth, etc. It is to be understood that any modifications or improvements desired by the Responder shall be installed at the sole expense of the Responder-and requires advance written approval from the City. All improvements shall become the property of the City of Alexandria upon completion of

installation, provided that the Responder shall be entitled to utilize the modifications and improvements. Any improvements that are deemed a liability for the City upon completion of a Franchise shall be removed at the term of the Franchise.

N. Tab XII, Community

Respondent shall list all community contributions and/or partnerships that your company has been able to offer service groups, associations, agencies or likewise.

O. Tab XIII, Additional Information

In addition to the required services stated in the proposed Franchise Ordinance the Responder may describe other services, products, and tools that would add value to the City's a commercial boater passenger carrying operation.

RESPONDER’S REFERENCE SHEET

Responders are required to provide at least three (3) references for this proposed Franchise Ordinance.

Description of Business Relationship	Point of Contact: Address, Phone, Email

REQUIRED INFORMATION FORM

Each Responder submitting a response to this proposed Franchise Ordinance 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 Responder 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 _____

Responder's Name

Responder's Authorized Signatory

Date

Name and Title of Authorized Signatory

CERTIFIED STATEMENT OF NON-COLLUSION

- 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.

Responder's Name

Responder's Authorized Signatory

Date

Name and Title of Responder's Authorized Signatory

DISCLOSURES RELATING TO CITY OFFICIALS AND EMPLOYEES

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

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

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

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

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

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

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

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

Responder's Name

Responder's Authorized Signatory Date

Name and Title of Responder's Authorized Signatory

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

The Responder-hereby agrees:

- (1) Not to discriminate against any employee or applicant for employment because race, color, religion, sex, ancestry, national origin, marital status, age, sexual orientation, 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 responder 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 responder is bound by a collective bargaining agreement or other franchise of the Respondent'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 Respondent can demonstrate that the accommodation would impose an undue hardship on the operation of the responder's business, factors to be considered include but are not limited to, the following:
 - A. the overall size of the Responder's business with respect to the number of employees, the number and type of facilities and size of budget;
 - B. the type of the Responder's operation, including the composition and structure of the Responder's work force; and
 - C. the nature and cost of the accommodation needed.
- (7) Responder-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.
- (8) To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
- (9) In the event of the Responder'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 franchise.

Responder's Name

Responder's Authorized Signatory Date

Name and Title of Responder's Authorized Signatory