



Economic Development
Authority

10455 Armstrong Street • Fairfax, VA 22030-3630
703.385.7851 • www.fairfaxva.gov

INFORMAL REQUEST FOR PROPOSAL

RFP Number: 22024

Consulting Services: Placemaking – Mason Mile

Issue Date: August 25, 2021

Proposals must be submitted by: September 13, 2021 @ 5:00 p.m.

Period of Contract: Date of Award to December 31, 2022

**City of Fairfax – Economic Development Authority
10455 Armstrong Street
Fairfax, Virginia 22030**

Submit proposals to Procurement@fairfaxva.gov

The City of Fairfax does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

GENERAL TERMS AND CONDITIONS

Background of Project:

George Mason University's Fairfax campus sits > 1.5 miles from Old Town Fairfax - the social, cultural, and small business hub of Fairfax City and Northern Virginia. Since the early 2000's student engagement with Old Town Fairfax has waned as the gravitational pull to the commercial shopping center on the south side of the campus has increased. Since 2015, the City, primarily through its business community and collaborative initiatives based out of City Hall, has made a concerted effort to reconnect with George Mason University and enhance the student engagement experience at city events and businesses.

One of the obstacles standing in the way of the university community engaging with the city / city business community is the distance between the Old Town Fairfax district and the campus core. University Drive and George Mason Drive together wind through primarily residential neighborhoods creating the illusion that students are unwelcome to walk, bike, etc. CUE bus service is prevalent between the university and the city, but still students primarily drive. Once they leave campus in their car they are likely to return home (regardless of whether that is in Fairfax City or not).

This project seeks to identify creative, possibly artistic, methods of enhancing the close geographic relationship between the University and the Old Town Fairfax district by promoting walking, biking, public transportation, etc. along George Mason Boulevard and University Drive.

Proposed Scope of Services/ Project

- Total Budget: \$20,000
- Initial Target Completion Date: November 12, 2021 (with secondary completion dates over the course of 12 months).

Consultant will:

- Convene the appropriate group of stakeholders to discuss meaningful ways of using branding, placemaking, and wayfinding as a means to enhance the geographical connection between George Mason University's campus and Old Town Fairfax businesses via George Mason Boulevard/ University Drive.
- Develop a two-stage implementation plan proposal for enhancing the connectivity between the University and Old Town Fairfax businesses. This plan should include: 1) a set of goals for short term/immediate (pre-November 2021) implementation; 2) ongoing 12-month implementation strategies to sustain connectivity; and 3) a report recommending next steps and outcomes.
- Any proposal may consider various city or economic development authority-led business promotion events, festivals, activities, etc.
- The proposals should, at a minimum: 1) clearly identify the close proximity of Old Town Fairfax to the campus core; 2) highlight multiple methods of connectivity (eg. walking, biking, scooters, CUE bus, etc.) between Old Town and the campus core; 3) contribute to the notion that Fairfax City is the "hometown" of George Mason University.
- Proposals should identify and define: major destinations and points of interest within the Old Town district; types and examples of any signage; preliminary and - subsequent to approval by the ED staff - final design.
- The consultant will serve as project manager and may subcontract out any design services necessary, so long as those services fall within the total budget of the project.

- The total budget is \$20,000 of which the consultant budget is \$12,000 and \$8,000 for design, materials, and installation.
- The Economic Development Office/ Authority will serve as contract manager throughout this project. The consultant will be required to update the stakeholder group, coordinate with the ED teams, and prepare briefing documentation on the status of the project

SUBMITTAL INSTRUCTIONS:

Sealed Proposals shall be submitted by email no later than September 13, 2021 at 5:00 pm, (Proposal Closing”) to procurement@fairfaxva.gov. Offerors are responsible for ensuring its submission prior to Proposal Closing. **The City will not receive any proposals in person. The Fairfax City Hall is open for appointments only; therefore, paper submissions will not be accepted.**

It is the offeror’s responsibility to clearly identify and describe the services being offered in response to this solicitation. The response should be presented in an organized, comprehensive, and easy to follow manner. Proposals should be as thorough and detailed as possible so that the EDA may evaluate the Offeror’s capabilities to provide the required services.

EVALUATION CRITERIA:

Qualifications 25 points
Work Plan 50 points
Cost Reasonableness 25 points

REFERENCES: Offerors shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

AWARD: This informal request for proposal is being conducted as competitive negotiations. A contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the EDA taking into consideration the evaluation factors identified in this solicitation.

METHOD OF ORDERING: The EDA will issue a purchase order which shall serve as the notice to proceed. A purchase order will become part of the resulting contract and indicates that sufficient funds have been obligated as required by the Code of Virginia. Performance is not to begin until receipt of the purchase order or other notification to proceed.

INVOICES

Fairfax City Economic Development Authority
10455 Armstrong Street
Fairfax, Virginia 22030

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposal, offerors certify to the EDA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

1. 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 relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. 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 requirements of these provisions are a material part of the contract. If the Contractor violates one of these provisions, the EDA may terminate the affected part of this contract for breach, or at its option, the whole contract.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposal, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Fairfax City Economic Development Authority, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the EDA, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Economic Development Authority from submitting a response for the type of

goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Fairfax City Economic Development Authority all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the EDA of Virginia under said contract.

CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Purchasing Agent no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.

PAYMENT:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

PAYMENT OF SUBCONTRACTORS: The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the EDA for work performed by the subcontractor under that contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the EDA attributable to the work performed by the subcontractor under that contract; or
- b. Notify the EDA and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- c. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- d. An interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the EDA for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 1.
- e. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

- f. Any such contract awarded shall further require the contractor to include in each of its subcontracts 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.
- g. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the EDA. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF OFFERORS: The Fairfax City Economic Development Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The EDA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The EDA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the EDA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the EDA.

CHANGES TO THE CONTRACT:

- a. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The EDA may order changes within the general scope of the contract at any time by written notice to the contractor. If the EDA decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the EDA a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the EDA, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the EDA may have.

TAXES: Sales to the Fairfax City Economic Development Authority are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries

against this contract shall usually be free of Federal excise and transportation taxes. The EDA's excise tax exemption registration number is 54-1762949.

INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For work performed on Fairfax City owned or leased facilities or property, the contractor shall maintain at a minimum, the following insurance coverages: Workers Compensation – statutory requirements and benefit; Employer's Liability - \$100,000; Commercial General Liability - \$1,000,000 combined single limit; Automobile Liability - \$1,000,000 combined single limit.

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.

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, the employees of whom 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.

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the EDA shall be bound hereunder only to the extent that the EDA has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership 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* or as otherwise required by law. Any business entity described above that enters into a contract with a public

body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The EDA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under his contract, or if the contractor violates any of the terms and conditions, the EDA shall have the right to terminate the contract. The Contractor shall be entitled to receive equitable compensation for any satisfactory work completed under the contract.

TERMINATION FOR CONVENIENCE: A contract may be terminated in whole or in part by the EDA in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the EDA. An equitable adjustment in the contract price shall be made for completed service, but no amount for anticipated profit or unperformed services.

DISPUTES: Disputes shall be resolved in accordance with §2.2-4363 of the Code of Virginia.

LEGAL ACTION: The contractor shall not institute any legal action until all statutory requirements have been met.

ASSIGNMENT OF CONTRACT:

The contract shall not be assignable by the contractor in whole or in part without the written consent of the EDA.

PROPOSAL FORM

THE FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION ARE TO BE SUBMITTED, INCLUDING, ALL ISSUED ADDENDA, AND MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON LEGALLY AUTHORIZED TO CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY (Legal Name of Offeror): _____
PAYMENT TERMS
PRINCIPAL PLACE OF BUSINESS:
TELEPHONE NO.
CORPORATE WEBSITE:
FORM OF ORGANIZATION (please mark one): <input type="checkbox"/> CORPORATION <input type="checkbox"/> INCORPORATED ASSOCIATION <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
OFFEROR'S STATUS (please mark one): <input type="checkbox"/> SMALL <input type="checkbox"/> MINORITY OWNED <input type="checkbox"/> WOMAN OWNED <input type="checkbox"/> NEITHER
NAME OF STATE WHERE ENTITY WAS FORMED: _____
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: _____ <i>If Offeror is exempt from the SCC authorization requirement, then it shall include a statement on the Entity's Letterhead with its application certifying its exemption from this requirement.</i>

REFERENCES

<i>ORGANIZATION</i>	<i>ADDRESS</i>	<i>CONTACT PERSON</i>	<i>TELEPHONE</i>	<i>EMAIL</i>

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

() **Yes**, the Proposal I have submitted does contain trade secrets and/or proprietary information. () **No**, the Proposal I have submitted does not contain any trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the Proposal containing such data or materials:

STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:

NOTE: If you fail to identify the data or other materials to be protected and state the reasons why such protection is necessary in the space provided above, you have not invoked the protection, accordingly, effectively the Application will be open for public inspection consistent with applicable law.

ADDENDA RECEIVED:

The undersigned warrants that it has received the following Addendum/Addenda for the Solicitation (Show date of Addendum).

ADDENDUM NO.	DATE	INITIAL

[Add more as needed]

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of the proposal are true and correct.

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (I.E. PROJECT MANAGER):

NAME OF AND TITLE OFFEROR'S REPRESENTATIVE

SIGNATURE OF OFFEROR'S REPRESENTATIVE

E-MAIL ADDRESS: _____

TEL. NO.: _____