



REQUEST FOR PROPOSAL (RFP)

Date: June 9, 2026

RFP NUMBER: 0501-26 Pension Invest

RFP SUBJECT: Defined Contributions Retirement Savings & Post Employment Benefits

DUE DATE AND TIME: by no later than July 21, 2026 @ 4 P.M. Eastern Standard Time

PROPOSALS TO BE ELECTRONICALLY SUBMITTED ONLY TO:

Cordell Myers, Deputy Purchasing Agent

cmyers@fallschurchva.gov

Phone (571) 666-1809

with copy to purchasing@fallschurchva.gov

See Attachment B for Electronic Proposal Submission Requirements

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INQUIRIES: All Inquiries including questions, except as otherwise stipulated herein, shall be made in writing and forwarded to the Purchasing Agent, via email to:

cmyers@fallschurchva.gov

with copy to purchasing@fallschurchva.gov

by no later than **Wednesday July 1, 2026 by 4 P.M. Eastern Standard Time.**

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NON-MANDATORY PRE-PROPOSAL MEETING via Microsoft Teams: Thursday, June 18 at 10:00AM.

(See Section VIII. Non-Mandatory Pre-Proposal Meeting)

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Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. See Attachment B for Proposal Submission Requirements.

**ALL REQUIRED ATTACHMENTS MUST BE COMPLETED, SIGNED (where applicable)
AND RETURNED WITH PROPOSAL**

DO NOT RETURN THIS ENTIRE RFP DOCUMENT

Additional Documents May Be Requested at a Later Date

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in alternate format upon request. Call 703.248.5007 (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any 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.

RFP 0501-26 PENSION INVEST

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ADDITIONAL ATTACHMENTS:

Please download the following RFP Attachments:

ATTACHMENT A - Scope of Work & Requirements

- I. Background & Purpose
- II. Minimum Qualifications of The Successful Offeror
- III. Scope of Work & Requirements

ATTACHMENT B - Proposal Submittal & Evaluation

- I. Proposal Submittal Guidelines
- II. Criteria for Proposal Evaluation
- III. Selection Process
- IV. Proposal Submission Covenants

ATTACHMENT C – REQUIRED FORMS

The following must be completed and submitted with all Proposal Packages:

- C1 - Offer Form
- C2 - Authority to Transact Business in Virginia
- C3 - Company Information
- C4 - References
- C5 - Trade Secret/Proprietary Information Identification

The [City's Standard Terms and Conditions \(click for access\)](#), dated February 2026 are attached hereto by reference and made a part hereof.

DO NOT SUBMIT THIS DOCUMENT, ATTACHMENT A OR ATTACHMENT B WITH YOUR PROPOSAL PACKAGE.

I. SUBJECT

The City of Falls Church (City) is soliciting proposals from qualified Firms/Offerors to provide professional services for External Defined Benefits, Defined Contributions Retirement Savings Plan and Other Post Employment Benefits (OPEB) Financial and Investment Consulting Services as is further described herein.

The awarded Offeror (Contractor) shall, after executing a contract and receiving a Purchase Order, furnish all necessary labor, expertise, supervision, materials and other resources necessary to complete the described work in accordance with this Request for Proposals (RFP) and its attachments.

See Attachment A for Scope and Requirements, and Attachment B for Proposal Submittal Guidelines and Evaluation Criteria.

As used herein the terms “work”, “tasks” and “services” may be used interchangeably. The term “Contractor” shall mean the firm that has been awarded and executed a contract. The term “professional services” shall mean any services specifically identified as professional services in the definition found in the Virginia Public Procurement Act.

II. GENERAL

A. ACCESS TO RFP UPDATES: This RFP and any addenda are available on the City’s website: <https://fallschurchva.gov/Bids> This solicitation and any associated addenda, or notices thereof, may also be published through eVA, the Commonwealth of Virginia’s electronic procurement portal for registered suppliers (<https://eva.virginia.gov>).

B. Offerors should note that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) business days before the closing of the RFP. **Offerors are solely responsible for checking the City’s Website to insure that they have the most current information regarding the RFP.**

Please note that Offerors may sign up to receive emails or text messages when solicitations are posted and updated on the City’s website. To take advantage of this feature, interested parties may go to <https://fallschurchva.gov/Bids> and sign up for notifications.

All addenda will become part of any resulting contract and must be signed and submitted with your proposal package.

C. Inquiries received by the City at the email addresses in the “**INQUIRIES**” section of the cover page of this document less than five (5) business days before the due date for proposals will not be given consideration. Any material question or interpretation of a requirement or specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City’s website (<https://fallschurchva.gov/Bids>) no later than three (3) business days before the due date for receipt of proposals. If utilized for the initial RFP release, addenda or notices thereof will also be published through eVA (the Commonwealth of Virginia’s e-procurement portal for registered suppliers (<https://eva.virginia.gov>)). **Oral answers will not be authoritative.**

D. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.

E. ACCEPTANCE OF PROPOSALS - BINDING 180 DAYS: All proposals submitted shall be binding for one hundred and eighty (180) days following solicitation due date, unless extended by mutual consent of all parties. There will be no public Proposal opening.

F. CONTACT RESTRICTED – Except as otherwise provided herein, no Offeror shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Agent or Purchasing Agent’s designee concerning or related to this RFP, after the date of this solicitation’s release and before award or cancellation of this RFP except with the

foreknowledge and permission of the Purchasing Agent designee. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Offeror from this procurement process.

- G. INFORMATION RESTRICTED – All requests to or from an Offeror, potential Offeror or other third party regarding information about this Solicitation, including its interpretation, progress, negotiations and/or award status should be referred directly to the Purchasing Agent or designee. Failure to comply with this requirement may be cause for an Offeror's disqualification. This restriction does not apply to reasonable and necessary communications with existing or potential subcontractors or partners for the sole purpose of an Offeror's proposal development and/or proposal update under this Solicitation.
- H. This solicitation is being conducted in accordance with the guidelines of the Competitive Negotiation (Professional Services) method of contractor selection per the Virginia Public Procurement Act (VPPA) and the City's Purchasing Resolution both of which are incorporated herein by reference.

III. COMPETITION INTENDED

- A. It is the City's intent that this Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than ten (10) days prior to the date set for acceptance of proposals. Any such notification shall be sent to the Purchasing Agent: jwise@fallschurchva.gov with a copy to Purchasing@fallschurchva.gov. Confirmation of email receipt shall be the responsibility of the notifying Offeror.
- B. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All qualified Offerors are encouraged to submit proposals.

IV. ELIGIBILITY

- A. The following are minimum requirements for proposal submission:
 - 1. The Offeror must submit its Virginia State Corporation Commission (SCC) registration number or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Virginia."
 - 2. The Offeror is responsible to determine which license(s), if any, are required to perform the work specified in this RFP. Offerors shall note the applicable VA License Number and include a copy of the applicable license(s) with their Proposal. If no license is required, or licensing is not required at the time of Proposal submittal for a federally funded project, Offeror shall so state on the Company Information Form.
 - 3. It is the Offeror's sole responsibility to have knowledge of the applicable licenses(s), if any, associated with this solicitation's scope of work. Any applicable license shall be maintained during the term of any resultant contract.
- B. Any person or firm, or agent of any person or firm, currently debarred, suspended or otherwise excluded from participation in City procurement or submitting bids or proposals for contracts by any other local government or agency of the Commonwealth of Virginia or the Federal Government, is not eligible for contract award under this solicitation.
- C. Any current debarment, suspended or excluded status (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.
- D. The Offeror represents and warrants that:
 - 1. Offeror is financially solvent and experienced in and competent to perform this type of work; and.

2. Offeror is familiar with all Federal, State, and local laws, ordinances and regulations, which may in any way affect the work of those employed by Offeror, including but not limited to any special acts relating to the work or to the project of which it is a part.

V. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

- A. A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the Virginia State Corporation Commission (SCC) or applicable exemption.
- B. The Offeror's SCC ID number, if applicable, shall be provided in Attachment C2 "Proof of Authority to Transact Business in Virginia Form." The VA SCC Business Registration number IS NOT the same as a Tax ID number.

VI. HEALTH AND SAFETY COMPLIANCE

All Contractors and Subcontractors working for the City are required to comply with current health and safety protocols as established by the Commonwealth of Virginia, Fairfax County Health Department, City of Falls Church and the U. S. Centers for Disease Control and Prevention (CDC).

VII. RIGHTS OF THE CITY

- A. Among the indisputable rights of the City specified herein, the City, at its sole discretion may:
 1. Cancel, withdraw or re-advertise this RFP; accept or reject all or any part of proposals and/or waive minor technicalities/informalities.
 2. Award a contract to multiple firms by individual items, in the aggregate, or in combination thereof whenever any such actions are in the best interest of the City.
 3. Issue RFPs or other solicitations for similar work and other projects as the need may occur; issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for work similar to that being proposed hereunder, in consideration of the City's knowledge and/or evaluation of each Offeror's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City.
 4. Add, delete or change services, locations, requirements, frequency of service, or other factors related to the products and/or work under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
 5. Use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
 6. Debar or suspend a contractor in accordance with the City's Purchasing Resolution.
- B. This is a Request for Proposals and is in no way to be misconstrued as a commitment to purchase on the part of the City.

VIII. NON-MANDATORY VIRTUAL PRE-PROPOSAL MEETING

- A. A virtual non-mandatory Pre-Proposal Meeting is scheduled for Thursday, June 18 at 10:00AM via Microsoft Teams.

To request an invitation to the Pre-Proposal Meeting:

Email request to the Deputy Purchasing Agent, Cordell Myers
cm Myers@fallschurchva.gov

with copy to Purchasing@fallschurchva.gov

Subject line of email: RFP Number & Pre-Proposal Meeting Request

Although not mandatory, participation is strongly encouraged.

- B. The purpose of the Pre-Proposal meeting is to allow Offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP. Answers provided during the Pre-Proposal Meeting are for informative purposes only. Authoritative answers will be provided in a written Addendum to the solicitation that will be issued after the Pre-proposal meeting. Any substantive changes to the RFP resulting from this meeting will be included in the written Addendum. Please have a copy of this IFB available while attending the Teams meeting.
- C. Failure to attend the Pre-Proposal Meeting will not prohibit Offeror from submitting a Proposal.

IX. SCOPE OF WORK & REQUIREMENTS

See Attachment A.

X. PROPOSAL SUBMITTAL GUIDELINES AND EVALUATION CRITERIA

See Attachment B.

XI. CONTRACT TERM AND RENEWAL OPTIONS

- A. If a contract is awarded, it shall cover the target period from date of award for a 12-month period (Initial Term) or as otherwise provided in a resultant contract.

Contracts(s) shall cover the target period through satisfactory completion of all requirements and acceptance of all deliverables under the applicable Purchase Orders.
- B. The City reserves the right to renew the contract upon the same pricing, terms, and conditions at the expiration of its initial term for four (4) additional, successive one-year periods, except as otherwise provided herein, contingent upon availability of funds for the purpose and the needs of the City. Contract renewals must be authorized by and coordinated through the City's Purchasing Office.
- C. Automatic contract renewals are prohibited.
- D. Notice of intent to renew may be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City to a contract renewal.
- E. Contractor shall notify the City, in writing, at least ninety (90) days prior to the then current contract period expiration if Contractor intends not to extend the contract term.
- F. The City may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the then current term of the contract.
- G. NON-APPROPRIATION OF FUNDS - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose by the City of Falls Church City Council, as applicable. In the event of non-appropriation of funds by the City Council for the goods/services provided under contract, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the goods/services covered by the contract is spent, whichever event occurs first.

XII. MULTIPLE AWARDS

The City reserves the right to award contracts to more than one qualified Offeror, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Offeror or to modify or cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the City to do so. Each multiple award contract will be negotiated and awarded following procedures set forth in the VPPA.

XIII. COST PROPOSALS

Cost Proposals are to be submitted in a separate, password-protected electronic package. See Attachment B for Proposal Submittal Guidelines and Evaluation Criteria.

XIV. RATES & RATE ADJUSTMENTS

- A. The terms "Prices", Fees and Rates" may be used interchangeably except as otherwise specified herein.
- B. All Contract prices shall remain firm through the Initial Term of the contract or three hundred and sixty-five (365) days, whichever is later except as otherwise provided in a resultant contract. All discounts shall remain firm through the full term of the contract.
- C. Following the Initial Term, the Contractor may request, in writing, an increase in prices once every three hundred and sixty-five (365) days to coincide with the contract anniversary except as otherwise provided in a resultant contract. No cumulative rate increases are allowable.
- D. The request for a change in price shall be in writing and include, at a minimum, (1) Cause for the adjustment; (2) Proposed effective date; and (3) Amount and/or percentage of the change requested. Documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.) shall be attached.
- E. The Contractor shall provide the City prior written notice of any potential increases at least sixty (60) days prior to the proposed effective date of such increase.
- F. Any price increases shall be no greater than the percentage change of the CPI-U for the Washington-Baltimore area using Table 4 Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index; Washington-Arlington-Alexandria, DC-VA-MD-WV area as listed for the most recent twelve-month period on the U.S. Department of Labor's Bureau of Labor Statistics website or five percent (5%), whichever is lower.
- G. All increases must be reviewed and approved by the City's Purchasing Agent. Any price adjustment agreed to shall take place only in accordance with the schedule defined above as documented in a contract amendment.
- H. Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.
- I. Rates specified by the Offeror shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc.
- J. Price reductions may be initiated by the Offeror at any time and shall be effective immediately.

XV. PROMPT PAYMENT DISCOUNT

- A. Unless otherwise specified herein, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a proposal for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- B. In connection with any discount offered, time will be computed from the date an undisputed invoice is received by the City. In the event the Offeror does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
- C. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the City check or issuance of an Electronic Funds Transfer, if applicable.

XVI. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- A. Unless otherwise specified, the potential services identified in this RFP are for information to the Offeror and for proposal evaluation purposes only. They do not necessarily indicate the actual services that will be ordered since such services will depend upon City requirements that develop during the contract period.

- B. Any such estimates shall not relieve the Contractor of their obligation to perform all services and/or deliver all goods which may be ordered under the contract. The City reserves the right to expand or delete services as necessary and cannot guarantee the amount of work or goods which may be ordered or predict funding for planned projects.
- C. Tasks or quantities described in this RFP shall not be construed to represent any amount of services of which the City shall be obligated to purchase under the contract, or relieve the Contractor of his obligation to perform all services which may be ordered under the contract.
- D. The City reserves the right to expand or delete services as necessary and cannot guarantee the amount of work or predict funding for planned projects.
- E. No proposal will be considered which stipulates that the City shall guarantee to order a specific service, task or quantity thereof.

XVII. SUBCONTRACTORS

- A. As used in this solicitation, the term "subcontractor" shall include firms and/or persons either directly or indirectly employed by Contractor, partners identified in the bid/proposal, and/or others furnished by or acting at Contractor's direction or on Contractor's behalf under the contract.
- B. In the event that the Offeror desires to subcontract some part of the work specified in this solicitation, the Offeror shall furnish the City the names, qualifications, and experience of the proposed subcontractors and the percentage of the work under any resultant contract to be performed by each with the proposal. In addition, if during the course of the contract, the Offeror wishes to use a subcontractor(s) other than the firms identified in its original proposal, advance written notice and approval of the City shall be required. In some instances, state or federal agency approval of additional Subcontractor(s) shall be required. The City reserves the right to reasonably reject the Contractor's selection of subcontractors.
- C. The Offeror shall provide services as the Prime Contractor under any resultant contract and all subcontractors shall be responsible to the Prime Contractor.
- D. The Contractor shall be and remain fully liable and responsible for directing and supervising their subcontractors, all payment to, and their subcontractor's performance (including acts and omissions) under the contract. The contractor shall be liable and responsible for their subcontractor's compliance with all requirements of the contract including but not limited to: insurance, federal, local and state laws, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.
- E. The Contractor shall not enter into any contract with any subcontractor who has been suspended, debarred or otherwise excluded from participating in contracting programs by any agency of the United States Government, the Commonwealth of Virginia or other state where the contract is to be performed.
- F. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- G. Nothing contained in this solicitation or any resultant contract shall create any contractual relationship between any subcontractor and the City.
- H. When so requested by the City, the Contractor shall provide a copy of its contract with a specific subcontractor. For tasks supported by federal funds, the Contractor shall be responsible for ensuring that the subcontracts comply with federal contract requirements as applicable.

XVIII. TRADE SECRETS OR PROPRIETARY INFORMATION

- A. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposals shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia) for consideration and acceptance by the City as trade secrets or proprietary information.
- B. If the proposal contains any proprietary or trade secret material, such notice must be indicated on the OFFER FORM (Attachment C1) and the specific material/information included per the details on that form.
- C. **Classification of an entire proposal and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the proposal.**

XIX. DEBARMENT/EXCLUSION STATUS

By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of good/services under this solicitation) certifies that they are not (1) currently debarred, suspended or otherwise excluded from submitting bids/proposals or on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred, suspended or otherwise excluded from submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The City will confirm an Offeror's status via the U.S. Government's System for Award Management (SAM) at www.sam.gov and applicable Commonwealth of Virginia resources.

XX. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP

- A. If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the Purchasing Agent of such error in writing and request modification or clarification of the document. The City will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the City's website (<https://fallschurchva.gov/Bids> and eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<https://eva.virginia.gov>).
- B. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal. Any proposals that include assumed clarifications and/or corrections without required authentication of same may be subject to rejection by the City.

XXI. CONTRACT DOCUMENTS

- A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded inclusive of any terms, conditions and/or provisions that may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations.
- B. Other documents which shall become a part of any resultant contract include but are not limited to:
 1. Offeror's Proposal(s) and any modifications accepted by the City;
 2. Proposal clarifications; responses to questions/issues;
 3. Documents submitted in conjunction with oral discussions/presentations;
 4. Memoranda of Negotiations including cost proposal; and
 5. City Purchase Order.

- C. EXCEPTIONS - This solicitation contains terms and conditions the City favors and intends to use in any resultant contract. The City reserves the right to negotiate any and all terms, conditions, prices and/or exceptions as may be in its best interest, in accordance with the VPPA.
- D. There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between the Offeror and the City, or Purchase Order is issued and accepted.
- E. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

XXII. SELECTION PROCESS & CONTRACT AWARD

See Attachment B.

XXIII. PROTEST OF AWARD OR DECISION TO AWARD

Any Offeror may protest the award or decision to award only in accordance with the provisions of Sections 2.2-4357 through 4364 of the Code of Virginia, and only if such is provided for in such Code section.

XXIV. NOTICE OF AWARD

Public announcement of an Award and/or Intent to Award will be posted on the City's website: <https://fallschurchva.gov/Bids>.

XXV. DOCUMENTATION OF CONTRACTOR PERFORMANCE ISSUES

The City may utilize its Documentation of Contractor Performance Issue (DCPI) procedure or other notification processes to document Contractor performance issues. Such notices are intended to improve the quality of services by facilitating communication between the City and Contractors with regard to issues requiring remedial action. Should a Contractor receive repeated DCPI issuances or other such notices, the City may consider taking additional steps, including but not limited to the issuance of a "Notice to Cure", Notice of Default and/or termination/cancellation of the contract. The City shall consider any such DCPI or similar documentation when contemplating future contract awards and/or renewals.

XXVI. COOPERATIVE PROCUREMENT

- A. As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted as a cooperative procurement on behalf of or in conjunction with other public bodies. In accordance with the Virginia Public Procurement Act, any resultant contract may be used by public bodies, agencies, institutions and/or localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor at the same prices and/or discounts and terms.
- B. Each jurisdiction and/or political subdivision has the option of executing a separate agreement with the Contractor after making their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies. Such other contracts may contain general terms and conditions unique to those jurisdictions and/or political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body or political subdivision.
- C. It is the responsibility of the Contractor to notify the jurisdictions and/or political subdivisions of the availability of any contract resulting from this solicitation.

XXVII. TAX EXEMPTION

The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Such Certificate will be furnished upon request. The price offered must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, an Offeror may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

XXVIII. ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the City 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)

XXIX. ORDER OF PRECEDENCE

- A. In the event that there is a conflict between any specific terms, conditions and/or provisions of this RFP, the specific provisions of the RFP shall take precedence over the "Standard Terms and Conditions which shall take precedence over the "General Conditions and Instructions to Offerors" sections herein.
- B. In the event there is a conflict between any specific terms, conditions and/or provisions of contract documents resulting from this solicitation, the contract shall take precedence over the Request for Proposals, which shall take precedence over the Offeror's response to the Request for Proposals unless otherwise stipulated in the contract.
- C. For tasks or projects funded by any Federal Government agency, in the event there is a conflict between the specific terms, conditions and/or provisions of any contract documents resulting from this RFP and the terms, conditions and/or provisions of such agency, that agency's terms, conditions and provisions shall take precedence.

XXX. EQUAL OPPORTUNITY AND SMALL, MINORITY-OWNED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS PARTICIPATION

- A. The City endeavors to contribute to the preservation and growth of small, minority-owned, women-owned and service-disabled veteran-owned businesses and employment services organizations by encouraging participation in the procurement process for goods and services. The City:
 - 1. Prohibits employment discrimination by contractors and requires that every City contract over \$10,000 include language to this effect, including subcontracted work; and
 - 2. Publishes formal solicitations on the Commonwealth's eProcurement portal, eVA, which provides access to procurement opportunities by firms registered with the Virginia Department of Small Business and Supplier Diversity (SBSD).

- B. The SBSB is Virginia's agency dedicated to enhancing the participation of small, women minority-owned, women-owned and service-disabled veteran owned businesses and employment services organizations in Virginia's procurement process. SBSB administers three certification programs: 1) SWaM - The Small, Women-owned, and Minority-owned Business certification program (state); 2) DBE - The Disadvantaged Business Enterprise certification program (federal); and 3) ESO - Employment Services Organization providing community-based employment services to individuals with disabilities. More information is available at <https://sbsd.virginia.gov>.
- C. Contractors are encouraged to use SWaMs on all projects as subcontractors and/or suppliers including state-funded projects and DBEs on federally-funded projects. For certain grant-funded projects, SWaM or DBE requirements and/or goals shall be applicable and the City's contractors shall comply with the requirements set forth by the U.S. OMB pertaining to small and minority business utilization.
- D. Notwithstanding the above, City contracts shall be awarded in accordance with the evaluation/award details herein. There is no set aside program.

XXXI. ARTIFICIAL INTELLIGENCE

- A. For purposes of this Agreement, "Artificial Intelligence Technology" means generative artificial intelligence technologies including large language models, chatbots, and other technologies that generate text, images, videos, or other content using generative models. [VENDOR], your affiliates, any related parties and any consultants your firm may engage to support the Plan must not use Artificial Intelligence Technology in the performance of work for the Plan without the [CLIENT]'s prior written approval, which may be provided at the [CLIENT]'s sole discretion on a case-by-case basis. In cases where the use of Artificial Intelligence Technology is approved, [VENDOR] must ensure that: (a) the confidentiality of Plan and/or [CLIENT] information is maintained as set forth in this section and must prevent sharing of Plan and [CLIENT] information with any party and for any use (including, but not limited to, wellness and distribution services unless authorized) unless such use is specifically authorized in writing; (b) any use of Artificial Intelligence Technology complies with all applicable laws and regulations; (c) the Artificial Intelligence Technology system has implemented all security controls required by applicable law, regulation, or policy to process, store, transfer, and handle Plan or [CLIENT] information; and (iv) any content generated by such technology is carefully vetted by [VENDOR] to verify its accuracy and reliability. Notwithstanding any provision of this Agreement to the contrary, [VENDOR] is responsible for any error attributable to the use of Artificial Intelligence Technology. [VENDOR] acknowledges and agrees that Plan and [CLIENT] information will not be used as training data for any artificial intelligence models (whether [VENDOR's] or those of third parties).
- B. Distribution Education and Advice. Unless specifically authorized in writing by the [CLIENT] (or its designee), [VENDOR] will not automatically communicate with participants when they terminate employment with any employer on topics relating to education, advice, or other information about distribution options available to such terminated participants. [VENDOR] agrees to provide the [CLIENT] the opportunity to review and approve, modify, or reject, in the [CLIENT]'s sole discretion, all communications relating to distribution options available to Plan participants, regardless of the medium used for such communication (including, but not limited to, mailed and emailed communications, phone calls, website language, app language, push notifications, etc.).

- C. Participant Communications. Unless specifically authorized in writing by the [CLIENT] (or its designee), [VENDOR] will not send any written communications (whether electronic or otherwise), make outgoing phone calls, or otherwise initiate contact with any participants, beneficiaries, or alternate payees except with respect to “core services” as determined by the [CLIENT] in its sole discretion. For purposes of clarity, “core services” does not include cross-selling, promotion of managed accounts, wealth planning or education services to the extent that such services may result in additional revenue to [VENDOR], an affiliate or a third-party from whom the [VENDOR] will receive revenue sharing except to the extent specifically authorized by the [CLIENT] or its delegate in an affirmative writing with no negative consent process allowed. To the extent that [VENDOR] intends to send any written communication or otherwise communicate with participants, beneficiaries, or alternate payees, [VENDOR] agrees to provide the [CLIENT] or its delegate the opportunity to review and approve, modify, or reject, in the [CLIENT]’s sole discretion, all such written communications (or scripts of verbal communications, if applicable), regardless of the medium intended to be used for such communication (including, but not limited to, mailed and emailed letters and postcards, phone calls, website language, app language, push notifications, etc.).
- D. Use of Plan Data. [VENDOR] shall not use Plan Data (as defined in the [Cybersecurity Policy]) to communicate with any participant, beneficiary, or alternate payee concerning “non-plan products and services,” or for any purpose other than to provide core recordkeeping and related services as specifically authorized in this Agreement or otherwise specifically authorized in writing by the [CLIENT]. For purposes of the preceding sentence: (i) examples of “non-plan products and services” include, but are not limited to, individual retirement accounts, insurance products, investment products outside of the plan, wealth management services, student loan solutions, financial wellness offerings, and other products and services that do not related directly to an individual’s participation in the Plan as determined by the [CLIENT] in its sole discretion; and (ii) examples of “core recordkeeping and related services” include maintenance of participants’ accounts under the Plan, processing of participants’ investment and contribution elections, preparation and distribution of legally required notices, and other similar services that are integral to the operation of an employer-sponsored retirement plan.
- E. Cybersecurity Policy. [VENDOR] shall comply with the requirements set forth in the Cybersecurity Policy, which is hereby incorporated by reference into this Agreement. To the extent of any conflict between a term of the Cybersecurity Policy and another term in this Agreement, whichever term is more protective of Plan Data (as defined in the Cybersecurity Policy) and the privacy interests of Plan participants shall control.

XXXII. GENERAL DEFINITIONS, CONDITIONS AND INSTRUCTIONS TO OFFERORS

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids/offers on all solicitations issued by the City will bind Bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- C. If there is a conflict between the terms and conditions in this “General Conditions and Instructions to Offerors” and the Standard Terms and Conditions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
- D. **DEFINITIONS** - The terms defined in this section shall have the meanings set forth below whenever they appear in this solicitation regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:
1. **CITY:** City of Falls Church.
 2. **CONTRACTOR:** An individual, company, firm, corporation, partnership or other organization that has been awarded and executed a contract with the City.
 3. **DAY:** Unless otherwise specified “day” or “days” shall mean calendar days
 4. **GOODS/PRODUCTS:** All material, equipment, supplies, printing, and/or automated data processing/information technology hardware and software.
 5. **INFORMALITY:** A minor defect or variation of a bid/proposal from the exact requirements of the solicitation that does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
 6. **NONPROFESSIONAL SERVICES:** Any services not specifically identified as professional services in Definition 8 below.
 7. **OFFEROR:** Any individual, company, firm, corporation, partnership or other organization submitting a proposal in response to a solicitation issued by the Purchasing Agent and offering to enter into contract with the City.
 8. **PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering.
 9. **PROPOSAL:** A written offer to provide goods and/or services in accordance with specifications or requirements in a Request for Proposal solicitation (RFP). A proposal is subject to scope and price negotiation.
 10. **PURCHASING AGENT:** The Purchasing Agent employed by the City of Falls Church, Virginia or his/her designee.
 11. **REQUEST FOR PROPOSAL (RFP):** A request that is made to prospective Offerors for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
 12. **RESPONSIBLE OFFEROR:** An individual, company, firm, corporation, partnership or other organization (1) having the capability in all respects to fully perform the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required and (2) in compliance in all material aspects with the provisions of the solicitation, including specifications and terms and conditions.
 13. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
 14. **SOLICITATION:** as applicable, the RFP or process of notifying prospective Offerors that the City wishes to receive proposals based on a set of requirements to provide goods or services.
 15. **STATE:** Commonwealth of Virginia.

- E. **LEGAL ACTION** - No Offeror, potential Offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
- F. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- G. **COMPLIANCE** - Delivery must be made as ordered and in accordance with the solicitation or as directed by the City when not in conflict with the contract. The decision of the City as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the City shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the City, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Standard or Specific Provisions for the individual solicitation.
- H. **CONTRACT ALTERATIONS** - No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the Purchasing Agent.
- I. **BANKRUPTCY** - If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.
- J. **SUBCONTRACTING** - If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, women-owned and service disabled veteran owned business and employment services organizations. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://sbsd.virginia.gov>, local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor and that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

Except as otherwise specified in the solicitation, the Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

- K. **GENERAL GUARANTY** - The Contractor agrees to:
 - 1. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or

used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City;

2. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;
3. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible;
4. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City; and
5. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.

L. SERVICE CONTRACT GUARANTY - The Contractor agrees to:

1. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time;
2. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
3. Render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents;
4. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the Proposal for any services not rendered in strict conformity with the contract; and
5. Stipulate that the presence of a City inspector shall not lessen the obligation of the Proposal for performance in accordance with the contract requirements, or be deemed a defense on the part of the Proposal for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

M. CONDITION OF COMMODITIES - All items proposed shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in proposal invitation/proposal request. Verbal agreements to the contrary will not be recognized.

N. SAMPLES - Samples, if required, must be furnished free of expense to the City on or before date specified; if not destroyed in examination, they will be returned to Offeror, if requested, at Offeror's expense. Each sample must be marked with the Offeror's name and address, City's request number and opening date. DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.

O. FORMAL SPECIFICATIONS - When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Offeror will be required to furnish articles in conformity with that specification. The Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws,

ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- P. LABELING OF HAZARDOUS SUBSTANCES - If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the Offeror does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263. Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the proposal or delivered materials for each chemical and/or compound offered.
- Q. MATERIAL SAFETY DATA SHEETS - Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the proposal or delivered materials for each chemical and/or compound offered.
- R. SHIPPING - Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by City at its facility.
- S. RESPONSIBILITY FOR SUPPLIES TENDERED - Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.