



Attachment D

Certified Statement of Non-Collusion

1. 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.
2. This is to further certify that the undersigned has read and understands the following:
 - 2.1 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.
 - 2.2 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.
 - 2.3 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.

Bidder/Offeror Name: _____ Date: _____

Signature of Authorized Signatory: _____

Name & Title of Authorized Signatory: _____



Attachment D

Disclosures Relating to City Officials & Employees

1. 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 Contract, or has been promised, in the event this Contract is awarded to the firm, any commission, finder's fee or other thing of value.

OR

- ☐ 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 Contract, or have been promised, in the event this Contract is awarded to the firm, any commission, finder's fee or other thing of value.

Name & Title/Position _____

Name & Title/Position _____

2. 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 Contract were awarded to the firm.

OR

- ☐ 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 Contract were awarded to the firm.

Name & Title/Position _____

Name & Title/Position _____

Bidder/Offeror Name: _____ Date: _____

Signature of Authorized Signatory: _____

Name & Title of Authorized Signatory: _____



Attachment D

Equal Employment Opportunity Agreement

The Bidder/Offeror 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. Human Rights: The Contractor hereby agrees to comply with the City's Human Rights Code found in Title 12, Chapter 4 of the City Code.
3. To include in all solicitations or advertisements for employees placed by or in behalf of the Contractor the words "Equal Opportunity Employer" or a symbol, approved by the Alexandria Human Rights Commission, meaning the same.
4. To notify each labor organization or representative of employees with which said Contractor is bound by a collective bargaining agreement or other contract of the Contractor's obligations pursuant to this equal employment opportunity clause.
5. To submit to the City Manager and the City's human rights administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City Manager.
6. To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of the Contractor's business, factors to be considered include but are not limited to, the following:
 - 6.1 The overall size of the Contractor's business with respect to the number of employees, the number and type of facilities and size of budget;
 - 6.2 The type of the Contractor's operation, including the composition and structure of the Contractor's workforce; and
 - 6.3 The nature and cost of the accommodation needed.Contractor may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
7. To include the provisions in paragraphs (1) through (6) hereof in every subcontract so that such provisions will be binding upon each subcontractor.
8. In the event of the Contractor's non-compliance with any provision, upon a finding of such non-compliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council may terminate or suspend or not renew, in whole or in part, this Contract.

Bidder/Offeror Name: _____ Date: _____

Signature of Authorized Signatory: _____

Name & Title of Authorized Signatory: _____