



Part H: Exhibit A – Definitions

The definitions in this **Part H** apply to all City procurements, regardless of procurement method or contract type, and govern whenever the defined terms, or pronouns used in their place, appear in the Solicitation, specifications, Contract, or other Contract Documents, unless a definition is expressly stated to apply only to a specific procurement method or contract type.

The definitions set forth in this Part H govern the interpretation of the Contract Documents. In the event of a conflict between a defined term and any other usage of that term, the definition shall control. If the same term is defined in more than one Contract Document, the order of precedence established in the Contract shall apply. Nothing in this section is intended to supersede or conflict with definitions mandated by applicable law.

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Acceptance –

The written acknowledgment by the City, or its authorized representative, that goods, services, Work, deliverables, or construction have been received and determined to conform to the requirements of the Solicitation and the resulting Contract. For goods and services, Acceptance includes the COTR's approval of the Contractor's invoice after the City has had a reasonable opportunity to inspect the goods or evaluate the services. Acceptance may be full or partial, may be conditioned upon completion of specified corrective actions, and does not waive the City's rights or remedies with respect to nonconforming, defective, latent, or warranty-related issues, whether discovered before or after Acceptance. For construction, Acceptance may include Substantial Completion and/or Final Acceptance, as defined in the Contract Documents.

Addendum / Addenda / Amendment (Solicitation) –

A written change, clarification, or modification to a Solicitation issued by the City prior to the Solicitation Due Date. Addenda and Amendments become part of the Solicitation and must be acknowledged by Respondents, as required. Addenda and Amendments do not create a Contract.

Architect –

An individual licensed, or an organization legally authorized, to practice architecture in the Commonwealth of Virginia, or the authorized representative of such licensed individual or organization.

Award –

The formal action by the City to accept a Bid or Offer and establish a binding contractual relationship, as evidenced by the issuance of a Notice of Award or other written authorization specified in the Solicitation.

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Bid –

A price-based offer submitted in response to an Invitation to Bid (IFB) to provide goods, services, or construction at specified prices and in accordance with the terms of the Solicitation.



Bidder –

Any person or entity who submits a Bid in response to an Invitation to Bid.

Bid Opening –

The date, time, and place specified in the Invitation to Bid when Bids are publicly opened and recorded by the City. Bid Opening apply only to ITBs.

Business Day –

Any day other than a Saturday, Sunday, City holiday, or other day on which the City is closed.

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Calendar Day –

Any day in a year, from midnight to midnight, including weekends and holidays.

Certificate of Substantial Completion –

A written document issued by the City (or its authorized representative) certifying that the Work, or a designated portion of the Work, is sufficiently complete in accordance with the Contract Documents so that the City can occupy or use the Project for its intended purpose, subject to the completion of remaining punch list or corrective items.

Change Order –

A written Modification to a construction Contract that authorizes a change in the Work, including an adjustment to the scope, price, or Contract time, as is issued in accordance with the Contract Documents.

City Data –

Any data, information, records, content, or materials that are provided by or on behalf of the City, generated, collected, processed, stored, transmitted, or maintained for the City, or derived from the foregoing, in any form or media, including: (i) data and records created or received in the performance of the Contract; (ii) metadata and system logs to the extent they contain City information; and (iii) any copies, extracts, backups, or archival versions of such data. City Data includes any Confidential Information of the City and any Personal Information to the extent present in the data.

Clause –

A numbered or titled provision of the Contract Documents that states a specific term, condition, requirement, or obligation.

Contract –

A mutually binding and legally enforceable agreement executed between the City and a Contractor after an award pursuant to the Solicitation, which obligates the Contractor to furnish goods, services, and/or construction to or on behalf of the City and obligates the City to provide payment in accordance with the Contract Documents.



Contract Amendment –

A written instrument executed by the City and the Contractor that formally modifies, adds to, or deletes one or more terms, conditions, requirements, or provisions of an existing Contract after award. A Contract Amendment may include, but is not limited to, changes to scope, price, schedule, specifications, or other contractual obligations, and is effective only when signed by authorized representatives of both parties.

Contract Completion –

The point at which the Contractor has fully delivered the goods and/or performed the services required under the Contract, and such goods or services have been accepted by the City.

Contract Documents –

The Contract consists of the Solicitation Documents and all documents incorporated by reference or executed in connection with the Award, including, as applicable:

- 1) The Solicitation (including the Invitation to Bids, Request for Proposals, or Request for Qualifications / RFQU, as applicable);
- 2) All addenda or amendments issued by the City related to the Solicitation;
- 3) The successful Respondent's Response, including any accepted clarifications, best and final offers, negotiated terms, or Statements of Qualifications, as applicable;
- 4) The Notice of Award or equivalent written award documentation;
- 5) The executed contract agreement, if applicable;
- 6) The City's General Terms and Conditions (Part D);
- 7) Any applicable Special Terms and Conditions (including Part C, if applicable);
- 8) Any schedules, exhibits, attachments, or scope documents incorporated into the Contract;
- 9) Any task orders, work orders, or service authorizations issued pursuant to the Contract, if applicable;
- 10) Any purchase orders issued in connection with the Contract, if applicable;
- 11) Any related agreements expressly incorporated into the Contract (such as warranty, support, maintenance, or license agreements); and
- 12) All modifications, amendments, and change orders executed in accordance with the Contract.

Contractor –

The individual, firm, or organization which contracts with the City to perform the Work. As employed herein, the term may refer to an individual, an organization, or to the entity's authorized representative.

Contract Period –

The time period during which the Contractor is authorized and required to perform under the Contract, including any initial term, renewals, extensions, or time extensions granted in accordance with the Contract Documents. May also be referred to as Contract Term.



Contract Sum –

The total compensation payable by the City to the Contractor under the Contract, as adjusted by approved Modifications, Change Orders, or Amendments. Where applicable, this term may be referred to as the Contract Price.

Contracting Officer (CO) –

A duly authorized agent for the City, acting solely in their respective capacity.

Contracting Officer's Representative (COR) –

The Contracting Officer's duly authorized agent acting solely in their respective capacity. The COR is responsible for administering the awarded Contract in response to the solicitation. However, no authority to modify any provision(s) of the Contract is authorized.

Contracting Officer's Technical Representative (COTR) –

The COR's duly authorized agent acting solely in their respective capacity. The COTR is responsible for technical assistance in administering the Contract. However, no authority to modify any provision(s) of the Contract is authorized. The COTR may designate one (1) or more additional representatives to assist with Contract administration.

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Deliverables –

Tangible or intangible outputs, reports, goods, services, or results required to be provided by the Contractor under the Contract.

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Final Acceptance –

The City's written confirmation that all Contract requirements have been fully satisfied, including completion of all corrective actions, submission of required close-out documentation, and fulfillment of all contractual obligations.

Final Completion –

The certification by designated City personnel that all Work has been accepted and is complete in accordance with the Contract documents. Unless otherwise agreed, Final Completion shall occur within thirty (30) calendar days of the date of Substantial Completion.

Final Payment –

The payment of the remaining balance due under the Contract after Final Acceptance (or acceptance, as applicable), completion of all Contract requirements, and satisfaction of all conditions precedent to final payment set forth in the Contract Documents.



Force Majeure –

An event beyond the reasonable control and without the fault or negligence of the Contractor that prevents or delays performance, including acts of God, acts of the public enemy, acts of government in its sovereign capacity, natural disasters, epidemics, or other similar events recognized under applicable law.

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Holiday –

Refers to the following City-recognized holidays: New Year's Day, Martin Luther King, Jr. Day, George Washington Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, and Christmas Day.

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Inspection –

The examination, testing, or review by or on behalf of the City to determine whether goods, services, or Work conform to Contract requirements. Inspection does not constitute Acceptance unless expressly stated in the Contract Documents.

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Liquidated Damages –

A predetermined amount payable by the Contractor failure to meet contract requirements.

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Modification –

A written change to an executed Contract, issued after Contract Award that alters the scope, price, schedule, or other terms of the Contract. A Modification is binding only when executed by authorized representatives of both parties.

Must/Shall –

Words used to indicate a mandatory requirement. Failure to meet a "Must" or "Shall" requirement may result in the response being deemed non-responsive/non-compliant or otherwise ineligible for award.

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Nonconforming" or "Defective –



Goods, services, or Work that fail to meet the requirements, specifications, standards, or warranties of the Contract.

Notice of Award –

A written notification issued by the City to the successful Bidder or Offeror confirming that the City has awarded the Contract. A Notice of Award authorizes the City to proceed with contract execution and related administrative actions but does not, by itself, authorize the Contractor to begin Work unless expressly stated in the Contract Documents.

Notice of Intent to Award –

A written notification issued by the City to all Bidders or Offerors identifying the apparent successful Bidder or Offeror and the City's intent to award a Contract, subject to completion of any required review periods, resolution of protests or appeals, approval processes, and satisfaction of all pre-award conditions. A Notice of Intent to Award does not constitute a Contract and does not authorize the commencement of Work.

Notice to Proceed –

A written notice from the COTR to the Contractor directing the Contractor to proceed with the Work.

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Offeror/Proposer –

Any individual, firm, or entity that submits an offer/proposal/response to a Solicitation. "Offeror" and "Proposer" may be used interchangeably unless the Solicitation specifies otherwise.

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Partial Payment –

A payment made by the City to the Contractor for Work performed and materials suitably stored but not yet fully completed, as certified by the City in a Certificate for Payment, and subject to retainage, offsets, and other adjustments permitted under the Contract.

Personal Information –

Information that identifies or can reasonably be used to identify an individual, alone or in combination with other information, including any information defined as "personal information," "personally identifiable information," or similar terms under applicable federal or Virginia law. Personal Information includes, at a minimum: name; address; telephone number; email address; date of birth; government-issued identification numbers (e.g., Social Security number, driver's license number); financial account numbers; health or medical information; biometric identifiers; geolocation data; online identifiers; and any unique identifier linked or reasonably linkable to an individual.

Professional Services –

Services provided by a firm or individual acting in a professional capacity that involve specialized knowledge, judgment, expertise, and discretion, where the quality of performance depends on



the professional qualifications, experience, and competence of the service provider rather than on price alone.

Professional Services include, but are not limited to, services within the scope of the practice of accounting, auditing, architecture, engineering, land surveying, landscape architecture, law, medicine, dentistry, optometry, nursing, and related consulting or advisory services, as recognized under the Virginia Public Procurement Act and applicable provisions of the Code of Virginia.

Professional Services are procured through competitive negotiation and are not subject to competitive sealed bidding, except where expressly authorized by law.

Project –

The specific undertaking identified in the Solicitation and Contract Documents for which the Contractor is engaged, which may involve construction, goods, services, or any combination thereof.

Project Managers –

City personnel responsible for planning, coordination, and oversight of the Project, who may provide technical input but do not have authority to modify the Contract unless expressly authorized in writing.

Punch List – (*This definition applies only to construction contracts*)

A written list of minor incomplete, defective, or corrective items in the Work, identified by the City (or its authorized representative) at or near the time of Substantial Completion, that the Contractor is required to complete, correct, or remedy within the time specified in the Contract Documents.

Purchasing Agent –

The City's principal public purchasing official responsible for the purchase of all goods, services, insurance, and construction needed by the City.

Purchase Order –

A written instrument, including one issued electronically through the City's enterprise resource planning (ERP) or financial management system, issued by the City authorizing the Contractor to perform specified Work or provide goods or services, and establishing the City's obligation to pay in accordance with the Contract Documents.

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Respondent –

Any individual, firm, or entity that submits a response to a solicitation, including any attachments, pricing, certifications, and other required submittals. "Respondent" is a generic term that may include a Bidder, Offeror, or Proposer, as applicable.



Response –

A Bid, proposal, offer, or other submission, including all required forms, pricing, certifications, attachments, and information, submitted by a Bidder, Offeror, or Proposer to the City in reply to a Solicitation, which may be a Bid, Proposal, or Statement of Qualifications, as applicable.

Responsive –

A Response that conforms in all material respects to the requirements of the Solicitation.

Responsible –

A determination by the City that a Bidder, Offeror, or Proposer has the capability, integrity, experience, financial resources, organization, equipment, and personnel necessary to perform the Contract requirements in accordance with the Solicitation and applicable law.

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Samples –

Physical examples of materials, products, finishes, colors, textures, or workmanship submitted by the Contractor for review and evaluation to determine compliance with the Contract Documents and to establish standards of quality for the Work.

Schedule –

A list, table, or other attachment to the Contract that identifies specific items, property, materials, quantities, delivery times, locations, or other details applicable to the Work, including City-furnished property, as referenced in the Contract Documents.

Scope of Work –

The description of the Work to be performed under the Contract, including the tasks, services, materials, deliverables, performance requirements, and any applicable standards, schedules, and constraints, as set forth in the Solicitation and Contract Documents.

Security Incident –

Any actual or reasonably suspected event that compromises, or reasonably threatens to compromise, the confidentiality, integrity, or availability of City Data or the City's information systems used in connection with the Contract, including: (i) unauthorized access to, acquisition of, use of, disclosure of, alteration of, or destruction of City Data; (ii) loss of control of credentials or access keys that could permit unauthorized access; (iii) malware, ransomware, denial-of-service attacks, or other exploitation affecting systems that store/process City Data; or (iv) any other incident that triggers notice or response obligations under applicable law.

Services –

The labor, time, and/or professional effort performed or provided by a contractor, including associated deliverables and tasks described in the Solicitation and resulting contract (e.g., implementation, configuration, support, maintenance, training, consulting), whether performed on-site or remotely.



Specifications –

The written technical requirements, standards, and descriptions contained in the Solicitation Documents that define the goods, services, or construction required under the Contract.

Solicitation Disposition Letter –

A written notice issued by the City to bidders or offerors advising them of the outcome of a solicitation, including the identity of the apparent successful bidder or offeror, or notice that no award has been made, as applicable.

Solicitation Due Date –

The date and time by which responses to a Solicitation must be received by the City. For Requests for Proposals and Requests for Qualifications, responses are not publicly opened, and no "opening" occurs.

Solicitation Documents –

All documents issued by the City in connection with a Solicitation prior to Contract Award, including the Invitation to Bid, Request for Proposals, or Request for Qualifications, as applicable; instructions; scope of work; terms and conditions; exhibits; attachments; and all issued addenda.

Subcontractor –

Any individual, firm, or organization, other than an employee of the Contractor, who contracts with the Contractor to furnish, or who actually furnished labor, materials, services, or equipment, or any combination thereof to the Contractor in connection with the Work.

Submittal Schedule –

A schedule prepared and maintained by the Contractor that identifies and sequences required submittals and coordinates their submission with the construction schedule, allowing the City and the COTR a reasonable time for review and action in accordance with the Contract Documents.

Substantial Completion –

The stage in the progress of the Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

Supplier/Vendor –

Any individual, firm, or entity that provides Supplies and/or Services to the Owner/Agency under a contract. "Vendor" and "Supplier" may be used interchangeably unless the Solicitation specifies otherwise.

Supplies –

Tangible goods, materials, equipment, and/or products to be furnished under the Solicitation and resulting contract, including associated accessories and documentation, and may include delivery and incidental services necessary to provide the goods as specified.



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Task Order –

A written order issued by the City under an existing Contract that authorizes the Contractor to perform specific tasks, services, or Work, and that establishes the applicable scope, schedule, pricing, and other terms for that effort. A Task Order is issued in accordance with the Contract and does not amend the Contract unless expressly stated.

Time Extension –

A written notice, signed by the Purchasing Agent, extending the Contract Period.

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Work –

For construction contracts, the labor, materials, equipment, services, supervision, and all other activities required to fully perform and complete the Project in accordance with the Contract Documents. For non-construction contracts, "Work" means the goods, services, or deliverables required under the Contract.

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-Z-