

CITY OF ALEXANDRIA, VIRGINIA

PROCEDURES, SPECIFICATIONS, AND CONDITIONS FOR A FRANCHISE FOR A CITYWIDE WIRELESS NETWORK

(As referenced by Ordinance No. 4477, inviting such bids.)

Updated May 23, 2006

This document and related ordinance are on file in the
Office of the Director of Information Technology Services,
123 N. Pitt Street, 2nd Floor, Alexandria, VA 22314, and available at
www.wirelessalexandria.com

Please read this entire document carefully before bidding.

The preferred deadline to bid is Friday, June 23, 2006, at 3 p.m. Eastern Time.
A pre-bid conference, which is not mandatory, will be held on Friday, June 9, 2006.
Written questions may be submitted through Friday, June 16, at 12 noon.

INTRODUCTION

Since April 2005, the City of Alexandria has provided the Washington, DC, region's first free, outdoor, wireless Internet zone. The current "Wireless Alexandria" outdoor coverage area is centered along the main downtown corridor and includes outdoor dining, Market Square, and the City Marina and Potomac River waterfront. Wireless Alexandria is also available at all Alexandria public libraries. The project's goals were to provide a convenient public service to users, stimulate economic development and tourism by drawing people to Alexandria, promote the image of Alexandria as a high-tech community, and test the feasibility of using wireless devices for municipal operations. Although some indoor users may be able to connect to the system, the service is not intended to compete with commercially available Internet service and should not replace existing home or business Internet access.

Based on the success of the pilot project, the need for a municipal wireless network, and the City's desire to increase broadband Internet access and options for all types of users, the City proposes to grant a franchise, in the manner prescribed by State law, permitting the design, construction, maintenance, and operation of a citywide wireless network in the public rights-of-way and on other public property. This document explains the procedures for bidding and provides the specifications and conditions under which the franchise may be granted.

**PART 1:
PROCEDURES**

A. QUESTIONS FROM BIDDERS AND OPTIONAL PRE-BID CONFERENCE

An optional pre-bid conference will be held on Friday, June 9, 2006, at 10 a.m., in Alexandria City Hall, Conference Room 2000, 301 King Street, Alexandria, VA 22314. Staff will make a brief presentation and then answer questions. Bidders are not required to attend the pre-bid conference. All questions about the project submitted through Thursday, June 8, 2006, at 12 noon, to info@wirelessalexandria.com, will be acknowledged and are planned to be answered in writing at the pre-bid conference and on the same day on wirelessalexandria.com. All questions submitted in writing through Friday, June 16, 2006, at 12 noon, are planned to be answered at wirelessalexandria.com by Monday, June 19, 2006, at 12 noon. The answers to questions submitted in the above manner will not identify the prospective bidders who asked the questions.

In the interest of fairness to all prospective bidders, City staff will not answer questions about this project orally or privately. Written questions regarding the procedures to bid should be submitted to info@wirelessalexandria.com at any time and are planned to be answered promptly. Bidders shall rely only upon this document and any written amendments thereto, and written answers to questions, in preparing and submitting their bids.

B. WHERE TO SUBMIT BIDS

All bids must be submitted in writing and delivered to:

Michael Herway, Director
Department of Information Technology Services
123 N. Pitt Street, 2nd Floor
Alexandria, VA 22314

C. DEADLINE TO BID

The preferred deadline to bid is Friday, June 23, 2006, at 3 p.m. Eastern Time.

D. BID OPENING

Bids will be opened on Friday, June 23, 2006, at 3:15 p.m. Eastern Time, at the location listed in Section B above. The identity of the bidders will be announced at that time, but there will not be a detailed review of the bids.

E. RECEIPT BY CITY COUNCIL

At the City Council meeting on Tuesday, June 27, 2006, at 7 p.m., in Council Chambers (301 King Street, 2nd Floor, Alexandria, VA 22314), the Mayor will read a list of the bidders and a summary of the bids as prepared by staff. Under State law, bids may also be submitted directly to City Council when the Mayor inquires, during consideration of the franchise item on the meeting docket, as to whether there are any further bids.

However, bidders are strongly encouraged to adhere to the June 23 preferred deadline above so that staff has adequate time to document receipt of bids.

F. EVALUATION BY CITY STAFF

Once all bids have been identified, they will be referred to the City Manager and his staff to be evaluated in the manner prescribed by law. Bidders may be interviewed as part of this process. The City reserves the right, in its sole discretion, to waive any defect or omission in any bid that does not materially affect the franchise process, and reserves the right to reject any or all bids, in deciding which bidder is the most responsible and advantageous to the City.

The following evaluation criteria will be used in the evaluation process and are listed in order of importance:

1. Ability of respondent to provide the services specified in this document, based on experience with similar projects as evidenced by a list of similar projects and references submitted in the bid;
2. Proposed approach and methodology to execute the scope of work, including suitability of the proposed business model;
3. Proposed public benefits, both in-kind and financial;
4. Financial stability; and
5. Experience of specific personnel who will work on the project

If staff identifies a preferred bidder, a franchise agreement will be negotiated between City staff and the bidder. City Council will not be a participant in the evaluation and subsequent negotiations. The franchise agreement will include the final terms under which the franchise will be granted if approved by City Council.

G. AWARD OF FRANCHISE

City Council's first regular meeting after bids are due is September 12, 2006. If a franchise agreement has been negotiated by that time, it will be recommended by the City Manager and presented to City Council for approval.

H. FRANCHISE PERIOD

The franchise period will be determined through negotiation and specified in the franchise agreement, but will be at least five years in duration.

I. REQUIRED FORMAT AND CONTENTS OF PROPOSALS

In addition to any other information required by this document, the information listed in this section must be included in all bids. Failure to provide any required information may result in rejection of the bid.

Bidders should not use the City's logos, seals, or emblems on bid materials, except as necessary in an illustration or mockup of a proposed deliverable.

Include 10 complete copies of the bid.

1. Title Page

The title page should reflect the subject of the bid, the name and contact information of the bidding firm(s), the name and contact information for a contact person, and the date the bid was prepared.

2. Table of Contents

The Table of Contents should indicate the material included in the proposal by section and page number, and should mirror the items (3-8) in this section.

3. Letter of Transmittal

A letter of transmittal of no more than three pages should include:

- a. A statement of the bidder's understanding of the work required, and a general explanation of the proposal.
- b. The names, titles, and contact information of the persons who are authorized to make representations on behalf of the bidder.
- c. A statement that the individual who signs the transmittal letter is authorized to bind the bidder to contract with the City.

4. Profile of the Bidder

- a. Whether the bidder is a local, regional or national firm or group of firms.
- b. How long the bidder has been in business under the present name and structure. Provide any other names under which the bidder has done business and the dates and locations at which it operated under each name.
- c. Identification of the key full-time and part-time staff who will be assigned direct work on this project.

- d. A copy of the bidder's last two independently audited financial statements, which will be considered proprietary by the City to the extent permitted by law.
- e. A description of any projects executed by the bidder during the most recent three-year period similar in scope to the City's project. To the extent possible, include work for clients who are local or state governments. Explain the roles performed by the proposed personnel in these projects.
- f. A minimum of three references for services comparable to those specified by the City. Provide complete addresses and telephone numbers of each reference, as well as the name, title and the telephone number of a contact individual. For each reference, describe the contract and its length, when implemented, scope, and dollar value.

5. Required Representations by the Bidder

- a. Provide documentation that the bidder is licensed under the applicable laws of the Commonwealth of Virginia and the City of Alexandria. [Note: Foreign (out-of-state) corporations desiring to transact business in the Commonwealth of Virginia must register with the State Corporation Commission in accordance with Sections 13.1-48 through 13.1-121 of the Code of Virginia. Proof of registration, or proof of application for such registration, should be provided with the proposal.]
- b. Submit a statement that supervision of the bidder's staff providing the services will be by a principal of the bidder.

6. Bidder's Response to Scope of Work

This part describes in detail the actual proposal by the bidder, and the nature of the franchise. The description should generally follow the order of Part 2, below.

7. Alternate Approaches to the Work

Bids will be evaluated based on the requirements listed herein. However, bidders are welcome to outline additional services or alternative approaches that they feel are in the City's best interest.

8. Additional Data

Data not specifically requested herein, but which is considered essential to the bid, may be presented in this. If there is no additional information to present, state "There is no additional information we wish to present." Suggestions of possible additional information include, but are not limited to, copies of relevant media reprints and promotional brochures.

**PART 2:
SPECIFICATIONS AND CONDITIONS**

A. OVERVIEW

The City of Alexandria, Virginia (hereafter “the City”) solicits proposals from qualified firms or groups of firms and their subcontractors (hereafter, “the Grantee”), to be awarded a franchise for the use of public property for the installation and operation of a citywide wireless network (hereafter, “the network”).

The City’s goals and objectives for a citywide wireless network are:

- A.1. The Grantee will provide, install, maintain, upgrade, and operate all equipment necessary for a citywide network that enables users to connect to each other, the Internet, or both.
- A.2. In exchange for the right to mount equipment on public rights-of-way and other public property at little or no cost to the Grantee, the Grantee will provide the following public benefits:
 - A.2.a. The City will have free use of the network for municipal use.
 - A.2.b. The public will have free wireless Internet access in certain outdoor areas and public facilities in the City.
 - A.2.c. Residents of public housing developments in the City will have free wireless Internet access.
 - A.2.d. Low-income residents may purchase wireless Internet access at a cost significantly below market rate.
- A.3. The Grantee will be expected to pay the City some amount of rent for the use of City property in or on which equipment is installed. Bids should indicate the annual rent proposed by the Grantee, or the in-kind services (such as those in A.2. above) proposed in lieu of rent.
- A.4. To provide a return on its investment, the Grantee will sell retail wireless Internet access to residential and business customers, and wholesale network access to other providers for resale.
- A.5. To promote a fair and equitable market for Internet services, in which both businesses and consumers receive the most benefit:
 - A.5.a. The City will not offer an Internet product or service to the public in competition with a private provider.
 - A.5.b. Franchises will not be exclusive. Although only one franchise will be awarded under the process to which this document applies, this does not preclude the City from soliciting for and awarding another wireless franchise at a later date.

- A.5.c. Grantees will not discriminate in the provision of retail or wholesale accounts on any unlawful basis, and wholesale access to the network will be available to all providers, regardless of type or market condition, if they meet appropriate technical standards.

The remainder of this Part 2 describes the above model in greater detail. The specific terms of any franchise will be negotiated based on these terms. These terms and conditions described herein represent the City's highly desirable goals and objectives, but may be waived by the City if, in the City's sole discretion, such waiver would be in the City's best interest.

B. PROJECT ENVIRONMENT

- B.1. Alexandria is located in Northern Virginia, south across the Potomac River from Washington D.C. The estimated 2005 population was 135,337, with approximately 67,700 housing units. The per capita income in 2004 was \$57,224 (13th in the United States). As of 2000, 54% of adults had a bachelor's degree or higher.
- B.2. The west end of the City includes many high-rise residential and commercial buildings. The center of the City consists mostly of single-family homes. The east end of the City includes mostly low-rise residential and commercial buildings, with a few high-rise buildings. Detailed geographic information and maps are available at www.alexandriava.gov.
- B.3. The City encompasses 15.75 square miles, at an average elevation of 30 feet above sea level. The average temperature is 35.6° F in January and 78.7° F in July. Winter snows are generally mild, but ice storms occasionally occur during January and February. Summers are generally humid from July through early September.
- B.4. Bidders (or their representatives) are expected to have visited and be familiar with the physical characteristics of the City prior to submitting proposals.

C. THE NETWORK

- C.1. The network is expected to consist of wireless access points (routers) mounted throughout the City in a mesh configuration, and related network hardware and software, so as to enable wireless user connections conforming to the IEEE 802.11 ("Wi-Fi") standards. The network should provide direct access to outdoor users or indoor users near building perimeters, and access to other indoor users through a customer premise device supplied by the provider (including the Grantee acting as provider) for a charge or for free, such that each user receives reliable symmetrical throughput of at least 1Mbps (at least 150kbps for public users as specified in C.3.b.).

- C.2. The network must provide robust and industry-leading security protocols and measures to effectively segregate the City's use of the network from other uses, and each provider's use of the network from each other's. The network must provide for access control options including encryption, client-side authentication, MAC address registration, and virtual private networking. The network must provide for protection against malicious clients and programs. The network must allow for access with no user-configured security settings for the free access provided in public places.
- C.3. The network must provide for at least the following classes of users:
- C.3.a. City Users. These users will be City officers, employees, contractors, volunteers, agents, or other users acting on the City's behalf, as well as City-owned, unmanned wireless devices such as traffic cameras, parking meters, or sensors. City users will have been identified in advance of use and will use a method of authentication. Traffic from City users designated as critical, or during times designated as critical, must have the highest priority on the network. Subject to any further limits placed on them by the City, these users must have unrestricted access to the City's portion of the network, and to the Internet.
- C.3.b. Student Users. These users will be up to 2,500 students in 9th-12th grades in the Alexandria City Public Schools (ACPS), who have been assigned school-owned laptops. They will connect to the existing ACPS enterprise network to use ACPS network resources and Internet connectivity. They will not require Internet connectivity from the Grantee. In the future, ACPS may expand the laptop program to include K-8 students, and the City and ACPS may wish to expand wireless access to these laptops, as well.
- C.3.c. Commercial Users. These users will be retail and wholesale customers of the Grantee and providers who purchase access from the Grantee. These users include any free or reduced-price accounts given to low-income residents.
- C.3.d. Public Users. These users will be members of the public, not identified in advance of use, who use the network for free in certain public areas. This access will be unencrypted and have the lowest priority on the network. Bandwidth may also be lower than that of other users. Public users must not be able to access network resources other than those intended for their use, but Internet access must not be restricted other than as specified by the City. Public users must be initially routed to a home page (captive portal), of a design approved by the City.
- C.4. The network must support mobility applications for City users, which will allow continuous connections to the network in vehicles traveling up to 60 mph.

Mobility applications may also be supported for commercial users, but need not be supported for public users.

- C.5. The network must automatically reroute traffic in the event of the failure of part of the network.
- C.6. The network must include uninterruptible power supplies capable of supporting citywide emergency use by City users for at least 10 hours (but preferably longer), in the event of a loss of electrical power to the network. During such time, access to other users may be restricted.
- C.7. The network must be scalable and upgradeable, to prevent it from becoming obsolete and to enable it to adapt to new applications.
- C.8. The network must not cause harmful interference to nearby equipment, including other wireless providers and users, community wireless groups, and other users of the same frequencies.
- C.9. The network must support a connection to the City's existing Institutional Network (I-Net), such that City users can have secure and reliable access to I-Net resources. This can be achieved through a direct connection, or over the Internet, as appropriate.

D. INSTALLATION

- D.1. The network should leverage existing public infrastructure, to minimize the need for any new towers or mounting structures. Any equipment installed in visible outdoor locations must conform to the aesthetics of the area in which it is installed, must be physically appropriate for the type of installation used, and must not interfere in any manner with existing equipment or nearby users.
- D.2. The City does not own or operate any public utilities. Approximately 10,000 street lights in the City are owned and maintained by Dominion Virginia Power. The remaining street lights, which are owned by the City, are of a decorative style not suitable for attachments. The City also owns and maintains mast arms at approximately 240 signalized intersections, on which equipment may be placed subject to further agreement. The exact locations of these assets can be provided to the Grantee as a GIS layer or other electronic map. Any use of non-City resources, such as Dominion Power street lights, must be coordinated directly between the Grantee and the non-City entity, without City intervention or remuneration.
- D.3. To the extent possible, the Grantee is encouraged to use local contractors – particularly small, women-owned, and minority-owned businesses -- to install and maintain the network.

D.4. Installation of the network must be substantially complete, and the network must be substantially operational, within six months of the date the franchise takes effect. The Grantee will not be held responsible for any delays caused by the City, including delays in the issuance of any permits required by the City and timely applied for by the Grantee.

E. GRANTEE'S RESPONSIBILITIES

- E.1. The City expects the Grantee to provide a complete, fully-furnished, proven and tested, turnkey solution.
- E.2. The Grantee will be the installer, operator, manager, and owner of the network. The Grantee will act as a provider to the City and to the Grantee's retail and wholesale customers. Wholesale customers will act as providers to their users.
- E.3. The Grantee will be responsible for all equipment, data center operations, management, oversight, monitoring, and other similar functions related to the general operation of the network. The Grantee will not be responsible for such functions with respect to individual users/customers' applications of the network.
- E.4. The Grantee will be responsible for all customer service, technical support, billing, and other similar functions. No user or customer, other than City users, will have any direct contact or relationship with the City regarding these functions.
- E.5. The Grantee must provide system performance and use measurement, monitoring, repair, and maintenance, 24 hours per day. The Grantee must maintain nearly 100% system uptime, as specified in the service level agreement negotiated as part of the franchise.
- E.6. The Grantee must plan for and implement upgrades to equipment, hardware, and software, such that no part of the network's technology becomes obsolete or incompatible.
- E.7. The Grantee will provide the backhaul Internet connections for the network. There is an extensive fiber-optic network in Alexandria, owned by Comcast Communications. Any use of non-City resources, such as Comcast Communications fiber, must be coordinated directly between the Grantee and the non-City entity, without City intervention or remuneration.
- E.8. The Grantee will install, maintain, upgrade, monitor, and operate the network in a manner consistent with all local, state, and federal rules, regulations, ordinances, and laws, particularly those concerning zoning, historic preservation, and communications equipment.

- E.9. The Grantee will protect the privacy of all users through appropriate technical design of the network. The Grantee will not monitor or intercept the content of users' communications on the network, except as reasonably necessary in an emergency, for the maintenance of the network, or to respond to a lawful government order.

F. PUBLIC BENEFITS

- F.1. The City will have free use of the network for municipal use, in accordance with the terms negotiated between the parties and specified in the franchise agreement.
- F.2. The public will have free wireless Internet access in at least the following outdoor areas and public facilities in the City. This access will be branded as "Wireless Alexandria" and marketed by the City with language approved by the City and the Grantee.
- F.2.a. African American Heritage Park (500 Holland Lane)
 - F.2.b. Armistead Boothe Park (435 Ferdinand Day Drive)
 - F.2.c. Ben Brenman Park (5000 Duke Street)
 - F.2.d. Braddock Road Metrorail Station (700 N. West Street)
 - F.2.e. Cameron Run Park (3699 Eisenhower Avenue)
 - F.2.f. Cameron Station Westend Park (Pickett Street & Edsall Road)
 - F.2.g. Chinguapin Park (3210 King Street)
 - F.2.h. Eisenhower Avenue Metrorail Station (2400 Eisenhower Avenue)
 - F.2.i. Dora Kelley Park (5700 Sanger Avenue)
 - F.2.j. Ewald Park (4454 Duke Street)
 - F.2.k. Fort Ward Park (4401 W. Braddock Road)
 - F.2.l. Four Mile Run Park (3700 Commonwealth Avenue)
 - F.2.m. Holmes Run Scenic Easement (Beauregard Street and Morgan Street)
 - F.2.n. John Adams School Park (5651 Rayburn Avenue)
 - F.2.o. King Street, between Callahan Drive and the Potomac River, including Alexandria Union Station (110 Callahan Drive), the King Street Metrorail Station (1900 King Street) and Market Square (301 King Street).
 - F.2.p. Landmark Mall (5801 Duke Street)
 - F.2.q. Minnie Howard Field (3701 W. Braddock Road)
 - F.2.r. Mt. Vernon Avenue, between Hume Avenue and E. Braddock Road.
 - F.2.s. Schuyler Hamilton Jones Skateboard Park (3540 Wheeler Avenue)
 - F.2.t. Simpson Stadium Park (500 Monroe Avenue)
 - F.2.u. Joseph M. Hensley Park (4200 Eisenhower Avenue)
 - F.2.v. Potomac River Waterfront and adjacent parks, from Dangerfield Island (Marina Drive) to Jones Point Park (Jones Point Drive)
 - F.2.w. Stevenson Park (300 Stulz Road)
 - F.2.x. Van Dorn Street Metrorail Station (5690 Eisenhower Avenue)
- F.3. Low-income residents will receive free or reduced-price Internet access accounts (not to exceed \$10 per month for the duration of the license period, exclusive of

taxes, third-party fees, and equipment rental) upon their request. Eligibility criteria and ordering procedures will be determined through the negotiation process and included in the franchise agreement. Eligible households will not exceed 10% of the households in the City.

G. COMMERCIAL PRACTICES

- G.1. Residential and business users may purchase retail Internet access accounts from the Grantee. The monthly rate for a retail residential account may not exceed \$20.00 during the first year of the franchise, exclusive of taxes, third-party fees, and equipment rental. After the first year, the rate may be adjusted to reflect the market.
- G.2. Other Internet service providers may purchase wholesale access to the network, or wholesale Internet access accounts, to resell to their customers.
- G.3. Neither the Grantee nor any other providers using the network may represent, either explicitly or implicitly, that their products or services are endorsed or sponsored by the City.
- G.4. The Grantee will be responsible for determining what taxes, fees, or other charges apply to each of its customers.

H. REQUIRED SUBMISSIONS

In addition to all other submissions required herein, each bidder must include a detailed response to the requirements in this Part 2. In particular, responses should include:

- H.1. The make, model, size, weight, estimated location, estimated quantity, and technical specifications (including electrical power requirements, outdoor exposure ratings, and mounting techniques) of all equipment, hardware, and software proposed to be used in the network. Include a photograph of a typical wireless access point, as installed. The City may be able to make space available for a network operations center, depending on network needs, but this possibility is not guaranteed.
- H.2. A detailed description of the network and backhaul connections, including the capacity of the network for each class of user, maximum concurrent users and bandwidth, and the typical network and Internet bandwidth each class of user can expect.
- H.3. A discussion of the suitability of the network for voice (VoIP) and video applications, including stationary and mobile access.
- H.4. A site suitability survey, signal study, spectrum analysis, or other documentation of the method used to determine that the proposed network will provide citywide

wireless coverage. Bidders are not expected to have invested in a comprehensive analysis of the coverage area to prepare a bid, but must demonstrate that there is a reasonable basis for the estimated number and location of access points proposed.

- H.5. The specific wireless frequencies used by all equipment, and any limitations or licensing issues resulting from the use of such frequencies.
- H.6. The detailed business model proposed, including the relationships and responsibilities of all parties, and the identities of any known partners, providers, resellers, subcontractors, or other such entities. Include a specific discussion of the role of commercial advertising, rent, and revenue sharing, if any, in the model. The business model should not include any grant funding that has not already been secured.
- H.7. Projected revenues and expenditures for the proposed duration of the franchise, including key variables and assumptions, retail and wholesale rates, and use by class of users.
- H.8. A detailed implementation timeline, including all key tasks and subtasks to be performed, milestones to be achieved, and deliverables to be provided.
- H.9. A discussion of comparable alternatives to the proposed solution, and why the proposed solution is a better choice.
- H.10. A discussion of security issues and ways in which the network will provide appropriate security for each class of users.
- H.11. A discussion of how the network will respond to problems ranging from routine data congestion to a physical disaster.
- H.12. A discussion of Quality of Service (QoS), traffic shaping, and prioritization options available to ensure the reliability of the network for the City's public safety use.
- H.13. A discussion of how the Grantee will plan and implement upgrades to avoid any component of the network from becoming obsolete.
- H.14. A discussion of how the network will avoid causing harmful interference with other networks and users.
- H.15. The service level available to each type of user in the event of technical difficulty.

I. DEMONSTRATION OF CAPABILITIES

The City may require finalists to demonstrate the capabilities of their proposed solutions, using either an on-site test or an existing network in a location convenient to City staff.

The demonstration should include both stationary and mobile access. The City will assist in arranging for any temporary installation necessary to perform an appropriate demonstration. Bids should include a discussion of the time and logistics necessary to provide the required demonstration.

**PART 3:
EQUAL EMPLOYMENT OPPORTUNITY CONDITIONS**

As part of the franchise agreement, the Grantee must agree:

- A. Discrimination Prohibited:** Not to discriminate against any employee or applicant for employment on account of race, color, sex, religion, ancestry, national origin, marital status, age, sexual orientation, disability, when such person is a qualified person with a disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Grantee. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Affirmative Action:** To implement an affirmative action employment program as defined in Section 12-4-3 of the Code of the City of Alexandria to ensure nondiscrimination in employment under guidelines to be developed by the Human Rights Commission of the City of Alexandria and approved by the City Council of the City of Alexandria.
- C. EOE Statement:** To include in all solicitations or advertisements for employees placed by or on behalf of the Grantee the words "Equal Opportunity Employer" or a symbol, approved by the commission, meaning same.
- D. Notice to Labor Unions:** To notify each labor organization or representative of employees with which the Grantee is bound by a collective bargaining agreement or other contract of the Grantee's obligations pursuant to this equal employment opportunity clause.
- E. Reports to the City:** To submit to the City Manager and the City's Human Rights Administrator, upon request, no more frequently than annually, regular equal employment opportunity reports on a form to be prescribed by the City's Human Rights Administrator with the approval of the City Manager, except that the administrator may request more frequent special reports of particular employers provided the commission has found such employers to have violated any provision of Chapter 4, of Title 12 of the Code of the City of Alexandria.
- F. Compliance with Federal Requirements Sufficient:** 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 Part.
- G. Accommodation of Disabled Workers:** To make reasonable accommodation to the known physical or mental limitations of an otherwise qualified person with a disability who is an applicant or employee unless the Grantee can demonstrate that the accommodation would impose an undue hardship on the operation of its business.

- H. Reasonable Accommodations:** That for the purpose of this Part reasonable accommodation may include (i) making facilities used by employees readily accessible to and usable by persons with a disability and (ii) job restructuring, part-time or modified work schedules, acquisitions or modification of equipment or devices, the provision of readers or interpreters and other similar actions.
- I. Undue Hardship:** That in determining whether an accommodation would impose an undue hardship on the operation of the Grantee's business, factors to be considered include but are not limited to the following:
- I.1. The overall size of the Grantee's business with respect to the number of employees, the number and type of facilities and size of budget;
 - I.2. The type of the Grantee's operation, including the composition and structure of the Grantee's work force; and
 - I.3. The nature and cost of the accommodation needed.
- J. Refusal to Employ:** That the Grantee may not deny any employment opportunity to a qualified person with a disability who is an employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- K. Subcontracts:** To include the provisions of this Part in every subcontract so that such provisions will be binding upon each subcontractor.
- L. Non-compliance:** That in the event of the Grantee's noncompliance with any provision of this Equal Employment Opportunity clause, upon a finding of such noncompliance by the City's Human Rights Commission and certification of such finding by the City Manager, the City Council of the City of Alexandria may terminate or suspend or not renew, in whole or in part, the franchise agreement.