



ALEXANDRIA CITY SCHOOL BOARD

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ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)

REQUEST FOR PROPOSAL (RFP)

for

PLAYGROUND CONDITION ASSESSMENTS

RFP NUMBER 3553

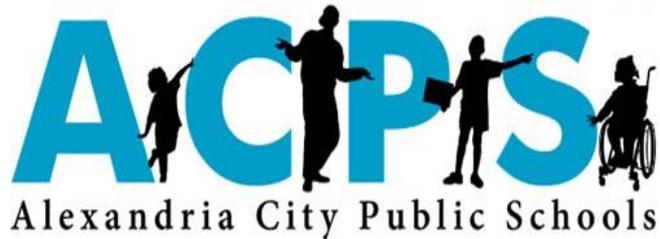
CLOSING DATE: November 22, 2022 at 3:00 P.M.

ONLY ELECTRONIC RESPONSES VIA eVA (electronic Virginia's) website will be accepted, Vendor Registration is required to submit a response please use the following link to eVA <https://eva.virginia.gov/>

For this procurement Alexandria City Public Schools will post formal addenda and clarifications to eVA <https://eva.virginia.gov/> and on the ACPS website. www.acps.k12.va.us/purchasing

All Proposals shall remain valid for a period of ninety (90) days.

Date of RFP – October 25, 2022



SOLICITATION INFORMATION SHEET

Dated: October 25, 2022
RFP 3553: Playground Condition Assessments
Commodity Codes: 65000, 92600, 98800

To Whom It May Concern:

Alexandria City School Board (ACSB) dba Alexandria City Public Schools (ACPS) is seeking competitive responses from two or more Offerors to establish a contract for Playground Condition Assessments in accordance with all terms and conditions as set out in this Request for Proposal (RFP). This solicitation is open to all vendors, however all Offeror qualification(s) contained herein are required to be met in order to be considered for award of a Contract.

Each Offeror(s) is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal.

Questions shall be emailed directly to lander.napper@acps.k12.va.us. Please include "RFP 3553" Playground Condition Assessments" in the subject line. If necessary, an addendum will be issued and posted to the web site at eVA www.eva.virginia.gov and on the ACPS website www.acps.k12.va.us/purchasing. Verbal questions shall not be allowed.

Tentative Event Schedule for RFP 3553 Playground Condition Assessments

Pre-Proposal Conference	November 1, 2022, 9:00 AM, EST
Site Visits	November 3, 2022 9:00 AM
Question Deadline	November 9, 2022, 3:00 PM, EST
Addendum 1 Issuance	November 15, 2022
Proposal Due Date	November 22, 2022 3:00 PM, EST
Oral Presentation / Interviews	December 6, 2022
Negotiations	December 8, 2022
Contract Award	December 13, 2022

A non-mandatory Zoom pre-proposal conference will be held on Tuesday, November 1, at 9:00 AM EST

<https://acpsk12.zoom.us/j/5210649345?pwd=QjA5NW9WL3ZlWDRPVjZPWGtReUVudz09>
Meeting ID: 521 064 9345
Passcode: 748456

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Respectfully,

Lander Napper, Buyer II, Procurement and General Services

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FOR
PLAYGROUND CONDITION ASSESSMENTS

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SECTION 1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with two or more Offerors through competitive negotiations to provide Playground Condition Assessments for multiple playgrounds for Alexandria City Public Schools (ACPS). ACPS invites any qualified Offeror to respond to this RFP by submitting a proposal for such Playground Condition Assessments consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND

- A. Alexandria City Public Schools serves more than 16,000 students in 18 schools, including two middle schools, two K-8 schools, one pre-K school and the internationally recognized T.C. Williams High School. ACPS consists of twenty-three (23) buildings (includes ancillary facilities) at twenty-three (23) locations in the City of Alexandria. These buildings comprise of approximately 2.1 million square feet of space.

SECTION 3. INSTRUCTIONS TO OFFERORS

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Executive Summary. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Procurement Office of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Buyer, Lander Napper at lander.napper@acps.k12.va.us.
- B. Prospective Offerors are to address the criteria below at a minimum as part of their submitted proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of ACPS, which may also be considered.
 1. Understanding of the RFP and Technical Approach: Each Offeror shall provide a statement and discussion of the requirements as they are analyzed by the Offeror. Each Offeror shall propose a definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed process for executing the requirements of the scope and achieving the objectives of this Request for Proposal. **Place response under Tab: 7.**
 2. Work Plan Methodology and Draft Schedule: Each Offeror shall present a description of the phase or segments into which the proposed program can be logically divided and performed. The plan must address separately each of the tasks described in this RFP. This section should also contain a discussion of any changes proposed by the Offeror which substantially differs from the project scope described in this RFP. Further, this section shall include detailed descriptions of activities, and anticipated deliverables. **Place response under Tab: 7.**
 3. Organizational structure and qualifications of management personnel: Prospective Offerors should submit, at a minimum, the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure. **Place response under Tab: 2.**

4. Each Offer is to state whether or not: Offeror's owners, officers, employees or agents, or their immediate family members, are currently, or has been in the past year an employee of ACPS or has any responsibility or authority with the Parties that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to either or both entities. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 28 of this RFP apply. **Place response under Tab: 1.**
 5. Experience: a minimum of 5 (five) years' experience is required in providing the services and/or items requested by this RFP. Each Offeror shall expand on all experience in working with school systems of similar size. **Place response under Tab: 2.**
 6. Cost Proposal: The cost proposals, fee or pricing schedules and hourly labor rates will be requested after discussions with the top ranked offerors.
 7. The ability, capacity and skill of the Offeror to provide the services and items described in this RFP and in a prompt and timely manner without delay or interference shall be considered and evaluated. **Place response under Tab: 7.**
 8. The character, integrity, reputation, judgement, experience, efficiency and effectiveness of the Offeror. **Place response under Tab: 2**
 9. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP. **Place response under Tab: 5**
 10. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases or services. **Place response under Tab: 1**
- C. Each Offeror should provide the names, address and telephone numbers of at least three (3) references from similar contracts executed in the past three (3) years, especially from other School operations similar to those being requested in this RFP. Each reference should include organizational name, official address, contact person, title of contract, number of years in use and phone number. **Place response under Tab: 6.**
- D. Also, include any other materials you may want to submit as part of your proposal response. **Place response under Tab: 3.**
- E. ACPS may request additional information, clarification or presentations from any of the Offerors after review of the proposals received.
- F. ACPS has the right to use any or all ideas presented in reply to this RFP and the right to select different materials if it is in the best interest of ACPS.
- G. ACPS 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 the Offeror in the preparation, submission and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to ACPS.

- H. Vendors requiring print resources and ancillary materials returned after evaluation should state that information in their proposal and provide pre-paid shipping labels for those returns.
- I. Each Offeror who is a stock or Non-stock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. **Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC.** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See VA. Code Section 2.2-4311.2).
- J. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

Upon notification of selection, the successful Offeror is **required to register on ACPS' Vendor Self-Service Registration System** at <https://acps.munisselfservice.com/> **AND** The **City of Alexandria** at <https://www.alexandriava.gov/purchasing/info/default.aspx?id=101875>

Upon execution of a contract for services, the Successful Offeror must submit to ACPS a copy of its certificate of insurance in a form acceptable to ACPS.

SECTION 4. RESPONSE FORMAT.

The information listed below shall be submitted with this Request for Proposal for ease of review and understanding. **One (1) file with each section clearly labeled RFP.** Failure of an Offeror to comply may result in the rejection of its proposal.

Proposal Contents: Tab1; identifies the minimum proposal response documents that should be provided to ACPS. A fully executed Request for Proposals must include the following in each section:

TAB 1: Administrative

- Proposal Form(s) Attachment B Pages 41-49
- Trade Secrets or Proprietary Information
- Conflict of Interest Statement
- References
- W-9 Request for Taxpayer Identification Number and Certification
- The Insurance Requirements Checklist; Attachment C
- Copy of Department of Occupational Regulation (DPOR) Certificate

TAB 2: Executive Summary for Playground Condition Assessments

- Provide an executive summary which includes your firm's history, ownership, products or services offered, qualifications, and financial status.
- Provide a non-technical summation of your firm's understanding of the proposal
- Describe the Offeror's experience in providing similar services.
- Provide an organizational chart of the management team showing all personnel that will be involved in performing the requirements of the resultant contract

- Is the Offeror's business line solely performing Playground Condition Assessments?

TAB 3: Additional Capabilities and Specialty Service Areas

- Peripheral contributing factors including additional services and capabilities.
- What factors differentiate the Offeror from other potential Offerors for this Work.
- What is the Offeror's strength in the marketplace?

TAB 4: Offeror Information RFP

- Sample Reports on Playground Condition Assessment reporting provided.
- Provide 4 illustrations of your reporting documents.

TAB 5: Key Personnel

- The Certified Technician Resumes (to include copies of applicable licenses);
- Include experience history, who will be assigned to work on the project and provide services.
- Identify all sub-consultants who will work on the project and define their roles; Attachment E.

TAB 6: References

- Provide three (3) references from similar contracts executed in the past three (3) years, current references from other Schools and Government agencies with requirements similar to those listed in this RFP are favorable.

TAB 7: Consultants Technical and Playground Condition Assessments Plan and Approach Exhibit A

- Whether the Offeror can provide the services in a prompt and timely manner.
- The Offeror's Project Management Plan to include written technical plan and approach towards providing the requested Playground Condition Assessments.
- Sample Project Schedule.

Tab 8: Capital Asset Management Data

- Application Requirements – identify the capabilities of the Offeror's software system and compatibility with ACPS School Dude system (Excel-based).
- Technology Requirements – identify additional requirements and transferability for Excel-based system; tracking and updating abilities.
- Training and Technical Support Requirements – outline any training and support, if any, to supplement the information contained in the Excel deliverable and functionality for ACPS use (i.e. coordination with and extrapolation from Offeror's system).
- Relevant Experience - Offeror's team experience with CAM systems.

Tab 9: Cost Proposal Exhibit B

- The cost proposals, fee or pricing schedules and hourly labor rates will be requested after discussions with the top ranked offerors.

SECTION 5. PROJECT DESCRIPTION AND SCOPE OF SERVICES

The following are the services that the successful Offeror (also referred to sometimes as Contractor or Firm) will be required to provide to ACPS. Each Offeror shall address and describe how playground condition assessment services, including emergency response, will be handled to include, but not limited to staffing, parts availability, and response time. Each stated task and capability will be accomplished for all locations listed in Attachment D. It is highly recommended that each Offeror address each section in detail, as outlined below, to allow an equitable assessment of each submittal: OFFERORS ARE REQUESTED TO SUBMIT THIS INFORMATION IN THEIR TECHNICAL PROPOSAL EXHIBIT A

SCOPE OF SERVICES

1. Purpose

1.1. The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from qualified Offerors to provide a comprehensive Playground Condition Assessment (PCA) that documents accurate data/information on our playgrounds for life-cycle replacement planning, ensures that ACPS has data in an excel format, and has the ability to calculate the Playground Condition Index (PCI) for our playgrounds. This will allow ACPS to quantify, inform, and prioritize operations, capital renewal and replacement efforts, future capital planning efforts, as well as interface with ACPS's work order system (School Dude). Aerial drawings of perspective ACPS playgrounds will be forthcoming.

1.2 The scope of services requested for this RFP are:

A. PLAYGROUND CONDITION ASSESSMENTS (PCA)

1. Services Requested

- a. ACPS requests proposals from professional services firms (also referred to as "Contractor") for comprehensive Playground Condition Assessments (PCA) services. In general, the Contractor will be asked to:
 - i. Identify and document current playground condition deficiencies
 - ii. Recommend corrections for all deficiencies with a suggested timeline
 - iii. Provide cost estimates for corrections (based on current market rates/pricing for services)
 - iv. Forecast future playground renewal costs using RS Means
 - v. Incorporate pre-existing data and other ACPS assessments (hardscape, SWM) into analysis

2. Facilities to be Assessed

- a. This comprehensive assessment will encompass playgrounds (owned or responsibility of ACPS) in the entire ACPS division consisting of campuses described in Attachment D and including the inspection/evaluation of:
 - i. Playground equipment
 - ii. Fall surfacing
 - iii. Fencing
 - iv. Hardscapes

v. Ancillary amenities such as benches, landscape amenities, etc.

b. ACPS will name a Contract Administrator to work closely with the Contractor to coordinate facility reconnaissance and document sharing.

3. Project Requirements

a. All assessment data must be stored in an Excel file (or Excel-based system with extrapolation and transfer into compatible Excel files/system) that supports project objectives and requirements as described in this document. The Excel file must provide ACPS administrators with the capability to continually update all data, manage deferred renewal reduction, and predict future capital renewal.

b. Certified Contractors must perform the inspections with the following qualifications:

i. Current Certified Playground Safety Inspector (CPSI) Certification which must remain current and in effect during the term of the contract.

ii. Inspector performing work must have 5 years minimum as a CPSI.

iii. Recreation Installation Specialist Course (RISC) Certification preferred.

iv. Thorough knowledge and experience in inspections, repairs and retrofits on playground equipment a must.

c. In addition, services provided must meet the following requirements:

i. Enhance playground-planning capabilities by proposing a plan to address the highest priority needs and future needs

ii. Develop present and future playground renewal estimates (per system renewal)

iii. It is noted that this RFP is requesting a formal code review of assets, and a visual identification of items that appear to be in non-compliance. Through completion of this project, the successful Vendor will assume no liability for code compliance issues.

d. All playgrounds must stay in compliance with the following standards and guidelines:

i. The Consumer Product Safety Commission Handbook for Public Playground Safety, CPSC Publication 325

ii. The ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

- iii. The ASTM F2223-10 Standard Guide for ASTM Standards on Playground Surfacing
 - iv. The 2010 ADA Standards for Accessible Design
 - v. All components for materials listed must be International Play Equipment Manufacturer's Association certified.
 - vi. Comply with Playground Manufacturer Guidelines, inspection time lines, and repair and retrofit instructions.
 - vii. ACPS's Educational Specifications
- e. In addition, playground upgrades should:
- i. Provide challenging and engaging playspaces for ACPS students and community
 - ii. Align with the City of Alexandria's playspace design guidance
 - iii. Consider the age of school children being served at each campus
 - iv. Optimize available space on each site
 - v. Consider security and school operations on each playground
 - vi. Respond to the school's and community's playspace needs

4. The objectives of the proposed project are to:

- a. To arrive at a defensible estimate of reinvestment costs so that ACPS can maintain its playgrounds to a functioning standard.
- b. To provide a benchmark of the current state of the playgrounds and prioritize projects for maintenance, repair, and/or replacement.
- c. The outcome of the Playgrounds Condition Assessment (PCA) should enable ACPS to make informed decisions regarding which projects to pursue within its Capital Improvement Program (CIP).
- d. Reduce total cost for playground management and maintenance while maintaining a high standard of quality.
- e. Establish common standards for playgrounds assessments and replacements across the district.
- f. Implement industry best practices and enhancements, where applicable

- g. Describe clearly and accurately the cause or nature of each deficient condition associated with non-cyclical needs and devise methods of correction (correction projects).
- h. Identify uniquely each major playground component in the cyclical renewal category. Where easily identifiable, each item should be tied to the existing asset inventory system maintained by the ACPS (Excel based).
- i. Classify, rank, and prioritize, in an Excel file, information concerning all deficient conditions and associated correction projects and deficiency classifications by severity and anticipated lifecycle.
- j. Determine the extent and severity of the deferred renewal liability.
- k. Define what is necessary to adapt the playgrounds to meet the requirements of today's standards and codes including considerations for industry advances.
- l. Maintain a continuously updated facilities database in Excel for "Current Replacement Value," "Facilities Condition Index," and "Facilities Condition Needs Index" that reflects Deferred Renewal, Cyclical Renewal, and non-Cyclical Upgrades through the completion of the PCA process. The ownership of the completed Excel database turns over to ACPS upon completion of this project. This database should be aligned with the City of Alexandria's Department of General Services grading scale for facilities.
- m. Identify all projects by school name and locate projects on aerial or plan drawings created in the latest version of AutoCAD for MS Windows. In order for the vendor to convert drawings to requested format, ACPS will provide PDF aerials for all playgrounds.
- n. To arrive at a defensible estimate of reinvestment costs so that ACPS can make prudent and informed decisions on the allocation of resources to restore defective assets and to sustain an ongoing performance relative to the ACPS' goals and standards.
- o. To provide a benchmark of the current performance of the playgrounds and prioritize projects for maintenance, repair, and/or renewal.
- p. The outcome of the PCA should enable ACPS to make informed decisions regarding risks and stewardship of the property.

5. Data Standards and Elements: Playgrounds Conditions

- a. The Respondent will direct and assist ACPS personnel in the development of playground condition data standards and collection standards. The Contractor will use these standards to inspect, measure, and report conditions for the following property elements:

- i. Playground equipment
- ii. Fall surfacing
- iii. Fencing
- iv. Hardscapes
- v. Ancillary amenities such as benches, landscape amenities, etc.

6. Existing Data Integration

- a. In addition to playgrounds condition deficiencies identified during the assessment, ACPS supplied data must be incorporated into the Excel spreadsheet, analytical studies, and reports.

7. Corrective Actions: Cost Estimating, Budgeting, and Scheduling

- a. Corrective actions must be recommended for each deficient condition identified and include cost estimates and details of the work required for repair. The data must be updateable.
 - i. Provide cost estimates for renewal needs identified by A) industry standards, B) published construction and maintenance data, and C) construction and repair cost estimating data, reflecting appropriate adjustments for local labor and material costs.
 - ii. Calculate the costs for each deficient condition utilizing nationally recognized estimating standards such as R.S. Means Corporation's published construction and remodeling cost estimating data. Costs must be appropriately adjusted to reflect inflation, local and real unit costs based on actual location design/bidding experience in the appropriate metropolitan area. Costs shall include customary soft costs for A/E and PM fees.
 - iii. Provide specific work scopes and cost estimates for each individual item in all categories.
 - iv. Use lifecycle cost analysis and remaining useful life to determine when an item should be replaced.
 - v. Calculate the Current Replacement Value (CRV) for each playground and ancillary assets.
 - vi. Provide an automated means of inflating CRVs over time.
 - vii. Calculate the Playground Condition Index (PCI) and Playgrounds Condition Needs Index (FCNI) for each facility and Data Sorting capability within Excel spreadsheet

b. To reduce the ACPS's deferred renewal backlog, the Excel spreadsheet must be able to be sorted by at least the following characteristics:

- i. Deficiency priority (defined below)
- ii. Deficiency category (defined below)
- iii. Facility location
- iv. Correction type
- v. Repair cost actions must be recommended for each deficient condition identified and include cost estimates and details of the work required for repair. The data must be updateable.

8. Renewal Need Prioritization

a. Because the ACPS expects the reduction of the current backlog of maintenance items to be a multi-year task, we must be able to assign a priority to each deficiency. The prioritization protocol for this process is detailed within items 8b-8d below. The Excel spreadsheet must be customizable to support these standards. Prioritization needs are segregated between cyclical and non-cyclical needs. For cyclical renewal, all recommendations shall be based on year of need only, with the ability to overlay building priority ratings on the annual renewal need list. For non-cyclical needs, the desired prioritization protocol is:

b. Priority 1 – Immediate Projects in this category require immediate action to:

- i. Correct a cited safety hazard
- ii. Stop accelerated deterioration and/or
- iii. Return a playground to normal operation
- iv. Corrective action before an issue becomes an imminent threat

c. Priority 2 – Critical Projects in this category include actions that must be addressed in the short-term:

- i. Repairs to prevent further deterioration
- ii. Improvements to playground associated with critical accessibility needs
- iii. Potential safety hazards

d. Priority 3 – Non-Critical Projects in this category include:

- i. Improvements to playground associated with non-critical accessibility needs

- ii. Actions to bring a playground into compliance with current building codes
- iii. Actions to improve the usability of a playground following an occupancy or use change
- iv. Any recommended project/action that would save ACPS money in regards to long-term maintenance/upkeep

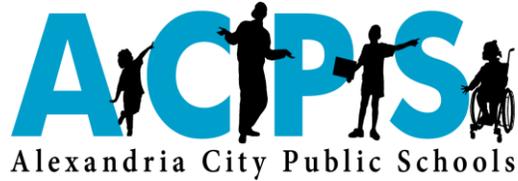
9. Facility Renewal Forecasting

a. Because long-range funding for playgrounds is accomplished by identifying the rate of renewal required to maintain components of each playground as it depreciates and becomes unusable, the Contractor must:

- i. Analyze and report on the annual reinvestment rate to replace components as they become unusable.
- ii. Establish acceptable useful life expectancies of each component and the cost to replace/refurbish that component.
- iii. Have the ability to analyze multiple year outlooks and various combinations of asset reinvestment rates.
- iv. Employ a system that generates multi-level financial modeling based upon deferred renewal backlog, capital renewal, and selected timeframe. Systems should be capable of analyzing and projecting funding for any time period as defined by ACPS.
- v. Establish a playgrounds asset lifecycle inventory to forecast renewal investment rates required to maintain playgrounds over time. The Excel spreadsheet shall enable graphical reporting of renewal requirements for individual playgrounds or grouped playgrounds and shall provide lifecycle evaluation.
- vi. Provide multi-level financial modeling capabilities and the ability to benchmark playground condition to other playgrounds.
- vii. Project and analyze costs for playgrounds renewal. Identify the Current Replacement Value (CRV), the Playgrounds Condition Index (PCI), and the Playgrounds Condition Needs Index (PCNI) of all playgrounds.

Attachment D

LIST OF SCHOOL LOCATIONS



ALEXANDRIA SCHOOL BOARD
dba ALEXANDRIA CITY PUBLIC SCHOOLS
ALEXANDRIA, VIRGINIA

Playgrounds Condition Assessment

<u>No.</u>	<u>Building Name</u>	<u>Year Built</u>	<u>Total GSF</u>	<u>Land Area (acres)</u>
1	John Adams Elementary and Early Childhood Center	1967	143,290	7.96
2	Charles Barrett Elementary	1946	89,568	4.94
3	Lyles-Crouch Traditional Academy	1958	65,645	1.9
4	Patrick Henry K-8	2019	155,558	13.82
5	Jefferson-Houston K-8	2014	171,939	?
6	Cora Kelly School for Math, Science, Technology	1955	69,000	8.2

<u>No.</u>	<u>Building Name</u>	<u>Year Built</u>	<u>Total GSF</u>	<u>Land Area (acres)</u>
7	George Mason Elementary	1939	50,935	9.0
8	Naomi Brooks Elementary	1929	51800	
9	James K. Polk Elementary	1965	89,253	13.49
10	William Ramsay Elementary	1958	87,650	
11	Mount Vernon Community School	1923	112,730	6.27
12	Samuel W. Tucker Elementary	2000	80,180	2.41
13	Francis C. Hammond Middle School	1956	236,125	25.01
14	George Washington Middle School	1935	237,332	19.3
16	Alexandria City High School: King Street Campus	2007	461,147	26.0
18	Ferdinand T. Day Elementary	1999	120,000	4

SECTION 6. SUBMITTAL PROCEDURES

Vendors must be registered with eVA before the opening date and time, as specified in the cover page of this solicitation or subsequent addenda. The registration process must be completed before submitting any response to a solicitation, so allow enough time to complete that process first.

Only electronic responses via eVA (electronic Virginia's) website will be accepted. Vendor Registration is required to submit a response, please use the following link to register and upload proposals in eVA: <https://eva.virginia.gov/>. The registration process must be completed before submitting any response to a solicitation, so allow enough time to complete that process first. Submissions are accepted prior to the RFP closing date and time. Allow adequate time for proposal submissions and uploads. No paper copies are allowed. Should you experience system issues, the offeror must notify the Procurement Officer immediately.

EXCEPTION(S) to the RFP requirements ARE NOT ALLOWED. Taking exception to the RFP requirements may result in a conditional proposal. Conditional proposals are not acceptable and may be rejected in whole or in part.

A proposal shall contain the original signature of an individual who is authorized to bind the Company. The original signature should be provided on the RFP Form and on all other proposal documents where a signature is required. REGISTRATION IS REQUIRED PRIOR TO SUBMITTAL. ALLOW TIME FOR PROCESSING AND ACTIVATION.

SECTION 7. EVALUATION CRITERIA.

Offeror's will be evaluated based on the extent to which each proposal meets the requirements of the RFP and demonstrates the Offeror's ability to successfully perform the services sought by ACPS. After demonstrating an ability to meet the minimum requirements, proposals that meet the qualification requirements as set forth in this solicitation will be evaluated using the following criteria:

Initial Evaluation Criteria:

	Initial Evaluation Description Criteria	Point Value
1	Thoroughness and definiteness of Scope of Work with explanation of technical approaches	20
2	Playground Condition Assessments Qualifications (personnel, team structure)	20
3	Playground Condition Assessments Experience (firm's experience)	25
4	Licenses Held, Certifications Presented	10
5	The Offerors ability, capacity, and skill to fully and satisfactorily provide the services and items required in this RFP	10
6	Practicality of Work Plan Methodology and draft schedule and whether the Offeror can provide the services and/or deliver the items in a prompt and timely	15
	Total Points	100

Shortlist Interview Evaluation Criteria:

	Shortlist Interview Evaluation Criteria	Point Value
1.	Qualifications and experience of Offeror's staff proposed for the contract	30
2.	Thoroughness of presentation / demonstration in addressing the points of clarification identified by APS	30
3.	Overall preparedness of the Offeror and ability to effectively communicate the information to the audience	20
4	Reference check responses	Pass or Fail
5	Fees for services	20
	TOTAL	100

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4301 (3)(b) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, ACPS shall select the Offeror which has made the best proposal, and may make a recommendation of award of the contract to the ACPS School Board. ACPS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should ACPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and a recommendation of award be made to the ACPS School Board for that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Procurement Office for responsiveness prior to referral to a selection committee or person. A committee consisting of ACPS personnel and/or others will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the ACPS School Board, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of ACPS, as determined by the ACPS School Board. ACPS reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of ACPS.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The oral presentation is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of ACPS and may or may not be conducted. It is anticipated these presentations, if scheduled, will occur **December 6, 2022.**

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. ACPS shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP 3553 contains terms and conditions that ACPS plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between ACPS and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

SECTION 11. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Director of Procurement of such error in writing and request modification or clarification of the RFP. Any Proposal that includes assumed clarifications and/or corrections without the required authentication of the same shall be subject to rejection by ACPS. Any necessary modification or clarification to the RFP will be made and corrections posted by an Addendum to this RFP.

SECTION 12. PROPOSAL AND PRESENTATION COSTS

ACPS shall not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to the RFP.

SECTION 13. WAIVER OF INFORMALITIES

ACPS reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for ACPS to properly evaluate the proposals by an Offeror, ACPS reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

SECTION 14. TIE BIDS

- a. If two (2) or more Offeror's submit Proposals that are identical as to price, quality, and service, preference shall be given to goods produced in Virginia or goods or services or construction provided by Virginia persons, firms, or corporations; otherwise, the tie shall be decided by lot or as hereinafter provided.
- b. Whenever any Offeror is a resident of any other state and such state under its laws allows a resident Vendor of that state preference, a like preference may be allowed to the lowest responsible Offeror who is a resident of Virginia.

SECTION 15. PROPOSAL WITHDRAWAL PROCEDURE

An Offeror may withdraw its Proposal from consideration at any time prior to the Proposal opening by notifying the ACPS Director of Procurement in writing.

Subsequent to the commencement of the proposal opening procedure, an Offeror may withdraw its Proposal from consideration if the price submitted is substantially lower than other Proposals due solely to a mistake therein, provided:

- i. that the Proposal was submitted in good faith;
- ii. and the mistake was a clerical mistake as opposed to a judgment mistake was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the Proposal; and
- iii. that the unintentional nature of the arithmetic error or omission is clearly shown to the Procurement Manager's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn. Written notice of the Proposal withdrawal must be provided by the Offeror within two (2) Business Days of the conclusion of the proposal opening procedure. By close of business on the second business day following the written notice of withdrawal, the Offeror must submit to the ACPS Director of Procurement all original work papers, documents, and materials used to prepare the Proposal.

The aforementioned notice and documents must be delivered in person or by registered mail to the ACPS Director of Procurement. The ACPS Director of Procurement's determination shall be made in writing within five (5) Business Days of receipt of the notice of the Proposal withdrawal, shall state the reason for denial of the request for withdrawal (if applicable), and may only be based upon the original work papers, documents, and materials delivered as requested above.

SECTION 16. PROPOSAL ACCEPTANCE

Submission of a signed Proposal is certification by the respective Offeror that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with ACPS, and that it will accept any award made to it as a result of the submission.

ACPS' Purchase Order will serve as a payment document and Agreement, and the Purchase Order Number shall be shown on all invoices and correspondence.

SECTION 17. EXAMINATION OF SOLICITATION DOCUMENTS

It is the responsibility of each Offeror to examine thoroughly the Solicitation Documents and other related data identified in the RFP before submitting a Proposal in response to the RFP.

SECTION 18. PAYMENT TERMS

Payment terms will be recorded by ACPS as Net forty-five (45) days. ACPS will pay the Vendor within forty-five (45) calendar days after the date of receipt of a correct, as determined by Facilities invoice approved by the Facilities designee describing the approved delivery and the acceptance of the items which meets the Contract requirements, whichever is later. Payments will be made by ACPS for goods furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the ACPS Purchase Order pursuant to which authority shipments have been made shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by ACPS.

After acceptance of the Contract, the successful vendor may invoice monthly for services completed.

When submitting the **FINAL** invoice, Vendor shall indicate as such on the document, marking with a clear stamp or marking of **FINAL**. By submitting and being compensated for said final invoice, Vendor agrees that the payments rendered are in full compensation for the Work and constitute Accord and Satisfaction of any duties, obligations, or requirements of the Parties. Vendor also releases its rights to any and all claims or disputes related to the provision of the Work, whether known or unknown.

SECTION 19. NEGOTIATIONS WITH OFFEROR

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror.

Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Any such negotiated contract shall be subject to final approval of ACPS, in the sole discretion of ACPS.

SECTION 20. DISCRIMINATION BY VENDOR PROHIBITED

During the performance of this Contract, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that the Vendor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Vendor will comply with the provisions of the Americans with Disabilities Act of 1990 and its most current revisions, which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subVendor or vendor.

SECTION 21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Vendor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

SECTION 22. DRUG-FREE WORKPLACE

During the performance of this Contract, the Vendor agrees to:

- i. provide a drug-free workplace for the Vendor's employees;
- ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- iii. state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and
- iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subVendor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor by ACPS, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 23. FAILURE TO DELIVER

In case of failure by the Vendor to deliver goods in accordance with the PO Documents, ACPS, after written notice, may procure the same or similar goods or services from other sources and the Vendor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which ACPS may have pursuant to this Contract or under law. At its discretion, ACPS shall be entitled to offset such costs against any sums owed by ACPS to the Vendor.

SECTION 24. TERMINATION

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until ACPS determines that all the following requirements and conditions have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Vendor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Contract sooner if the Vendor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the ACPS in its discretion.

If ACPS determines that the Vendor has failed to perform satisfactorily, then ACPS will give the Vendor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Vendor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Vendor's failure to provide satisfactory Contract performance. Upon such termination, the Vendor may apply for compensation for Contract services satisfactorily performed by the Vendor, allocable to the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to ACPS Project Officer within fifteen (15) days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Vendor of same within a reasonable time thereafter.

If ACPS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the ACPS to the Vendor (unless ACPS in its discretion provides for an opportunity to cure) and the Vendor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Vendor shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Vendor or its subVendors. Such costs shall be either deducted from any amount due the Vendor or shall be promptly paid by the Vendor to ACPS upon demand by ACPS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to ACPS, and ACPS shall be entitled to recover, all damages to which ACPS is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by ACPS to the Vendor under the Contract and all attorney fees and costs incurred by ACPS to enforce any provision of this Contract.

Except as otherwise directed by ACPS in the notice, the Vendor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination

contained in the notice shall be the sole responsibility of the Vendor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

SECTION 25. TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by ACPS' Director of Procurement, in whole or in part, whenever determined that such termination is in the best interest of ACPS. Any such termination shall be affected by the delivery to the Vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Vendor will be entitled to receive compensation for all Contract services satisfactorily performed by the Vendor and allocable to the Contract and accepted by the ACPS prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Vendor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the ACPS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

SECTION 26. INDEMNIFICATION

The Vendor covenants for itself, its employees, and sub Vendors to save, defend, hold harmless and indemnify the ACPS, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "ACPS" for purposes of this section) from and against any and all claims made by third parties or by the ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor's acts or omissions, including the acts or omissions of its employees or subVendors, in performance or nonperformance of the work called for by the Contract Documents.

This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the ACPS, the Vendor fails or refuses to fulfill its obligations contained in this section, the Vendor shall be liable for and reimburse the ACPS for any and all expenses, including, but not limited to, reasonable attorney fees incurred and any settlements or payments made. The Vendor shall pay such expenses upon demand by the ACPS and failure to do so may result in such amounts being withheld from any amounts due to Vendor under this Contract.

SECTION 27. CONFIDENTIAL INFORMATION

The Vendor, and its employees, agents, and subVendors, hereby agree to hold as confidential all ACPS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Vendor shall

take reasonable measures to ensure that all of its employees, agents, and subVendors are informed of, and abide by, this requirement.

SECTION 28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates any and all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Vendor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subVendor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

SECTION 29. ACPS EMPLOYEES

No employee of ACPS shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

SECTION 30. FORCE MAJEURE

The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Vendor and outside the scope of the Vendor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

ACPS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the ACPS that make performance impossible or illegal, unless otherwise specified in the Contract.

SECTION 31. AUTHORITY TO TRANSACT BUSINESS

The Vendor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Vendor in violation of this requirement is voidable, without cost or expense, at the sole option of the ACPS.

SECTION 32. INDEPENDENT VENDOR

The Vendor is an independent Vendor, and neither the Vendor nor its employees or subVendors will, under any circumstances, be considered employees, servants or agents of ACPS. ACPS will not be legally responsible for any negligence or other wrongdoing by the Vendor, its employees, servants or agents. ACPS will not withhold from payments to the

Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor or its employees, servants or agents. Furthermore, ACPS will not provide to the Vendor any insurance coverage or other benefits, including workers' compensation, normally provided by ACPS for its employees.

SECTION 33. ANTITRUST

By entering into this Contract, the Vendor conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Vendor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by ACPS under this Contract.

SECTION 34. AUDIT

The Vendor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. ACPS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Vendor wishes to destroy or dispose of records (including confidential records to which ACPS does not have ready access) within five (5) years after final payment, the Vendor shall notify ACPS at least thirty (30) days prior to such disposal, and if ACPS objects, shall not dispose of the records.

SECTION 35. ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of ACPS.

SECTION 36. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Vendor and ACPS.

SECTION 37. PROTEST

ACPS's procedures for the protest of a Bid award shall follow those as listed in the Virginia Public Procurement Act (VPPA), as well as those listed in the ACPS School Board Policy and Procedures documents.

SECTION 38. GOVERNING LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for ACPS, Virginia, and in no other court. In performing its work under this Contract, the Vendor shall comply with applicable federal, state, and local laws, ordinances and regulations.

SECTION 39. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by ACPS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible.

SECTION 40. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining

phrases, clauses, sentences, paragraphs and sections of this Contract.

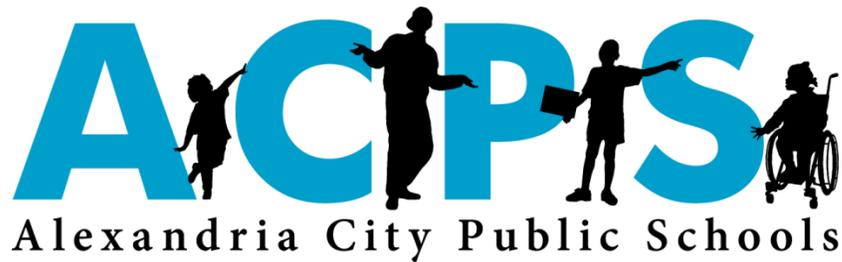
SECTION 41. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO ACPS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

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ATTACHMENT A
SAMPLE CONTRACT
FOR
PLAYGROUND CONDITION ASSESSMENTS RFP 3553



ALEXANDRIA CITY SCHOOL BOARD

dba

ALEXANDRIA CITY PUBLIC SCHOOLS

ALEXANDRIA, VIRGINIA

And

For

PLAYGROUND CONDITION ASSESSMENTS

This Agreement (hereinafter “Agreement”) is made by and between the Alexandria School Board dba Alexandria Public Schools (hereinafter referred to as “ACPS”), a public entity and/or political subdivision of the Commonwealth of Virginia with offices located at 1340 Braddock Place, Alexandria, Virginia 22314; and _____ (hereinafter referred to as the “Consultant”). For the purposes of this Agreement, Alexandria City School Board (“ACSB”) and Alexandria City Public Schools (“ACPS”) may be used interchangeably.

RECITALS

WHEREAS, ACPS Procurement Office through a Request for Proposal process, as defined and authorized in the Virginia Public Procurement Act (VPPA), Code of Virginia § 2.2-4300 et seq., solicited and received proposals from the offerors for Playground Condition Assessment RFP 3553 (“Request for Proposals”);

WHEREAS, on _____, in response to the Request for Proposals, the Contractor submitted a proposal for the provision of RFP 3553 Playground Condition Assessments; and

WHEREAS, on _____, the Contractor was selected by ACPS provision RFP 3553 Playground Condition Assessments, subject to the terms and provisions in the Request for Proposals and this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of foregoing and the following covenants, warranties and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties agree as follows

1. AGREEMENT DOCUMENTS

The Agreement Documents are comprised of the following:

1. The terms and conditions of this Agreement, including all written and properly

- executed modifications, amendments and change orders after execution of this Agreement by an authorized representative of the parties;
2. Attachment D - List of Locations;
 3. Attachment(s) E and F;
 4. Exhibit A Technical;
 5. Exhibit B Fee Schedule and Hourly Rates;
 6. RFP 3553, is hereby incorporated by reference;

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Agreement Documents, the terms and provision of this Agreement shall prevail over the other Agreement Documents.

The Agreement Documents set forth the entire Agreement between ACPS and the Vendor. ACPS and the Vendor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' Agreement which is not contained in the Agreement Documents. The Agreement Documents may be referred to herein as the "Contract" or "Agreement."

2. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The performance of the Vendor required by this Agreement is subject to the review and approval of the ACPS's Contracting Officer's Technical Representative (COTR), who shall be appointed by ACPS Superintendent or designee.

However, it shall be the responsibility of the Vendor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".

ACPS has authorized the consultant identified below to act as ACPS's representatives for specific purposes, to perform specified duties and responsibilities, and to have the rights and authorities as assigned in connection with completion of the work in accordance with the Agreement Documents, until such time as ACPS may notify the Vendor otherwise:

3. SCOPE OF WORK PLAYGROUND CONDITION ASSESSMENTS

The Vendor will furnish all labor, materials, and equipment to provide Playground Condition Assessments (the "Project") and all other work shown, described and required in the Agreement Documents (herein and after "the Work"). The Work shall be performed according to the standards established by the Agreement Documents read together as a single specification. It shall be the obligation of the Vendor to obtain clarification from the COTR concerning any questions about or conflicts in the specifications, drawings and construction notes in a timely way so as not to delay the progress of the Work. The Agreement Documents set forth the minimum Work estimated by ACPS and the Vendor to be necessary to complete the Work. It shall be the Vendor's responsibility, at solely the Vendor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Agreement Documents shall be construed to limit the Vendor's responsibility to manage the details and execution of its Work.

4. STANDARD OF CARE

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the degree of skills and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standards of Care") of its Work under this Contract.

5. AGREEMENT PERIOD

The Contractor's performance under this Agreement shall commence upon execution of this Agreement by an authorized ACPS representative. This contract will begin on date of award _____ month, date, 2022, and terminate on _____ month, date, 2023 for (4) four years.

The Contractor understands and agrees that continuity of this award is subject to availability of funding by ACPS and satisfactory performance by the Contractor.

6. AGREEMENT RATES

ACPS will pay the Contractor in accordance with the terms of the Payment and Invoices paragraph, and Exhibit A for the Contractor's completion of services described and required in the Agreement Documents.

7. PAYMENTS AND INVOICES

Payments will be recorded by ACPS as net forty-five (45) days. The Contractor will be paid within forty-five (45) days after the date of receipt of a correct (as determined by ACPS) invoice approved by ACPS for completed work which is reasonable and allocable to the Contract, or the date of acceptance of the Work which meets the Agreement requirements, whichever is later. All invoices must be submitted only in electronic form and include the following information:

- Purchase Order Number
- Period of Performance
- Description of Work Performed
- Date of Invoice
- Dollar Value of Current Invoice
- Amount Paid to Date
- Remaining Balance to complete the Work

All non-compliant invoices will be rejected for correction and reissuance. Unless otherwise specified by the Agreement Documents, payment shall not be made prior to delivery and acceptance of the entire order by ACPS.

In order to be deemed submitted by ACPS, all invoices must be delivered in electronic form only to the following e-mail address: cipinvoice@acps.k12.va.us and

8. AVAILABILITY OF FUNDS

All funds for payment by ACPS under this Agreement are subject to the availability of an annual appropriation for this purpose by ACPS. In the event of non-appropriation of funds, ACPS will terminate the Agreement, without the termination charge or other liability to ACPS on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this

Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and ACPS shall not be obligated under this Agreement beyond the date of termination specified in ACPS's written notice.

9. AUDIT

The Vendor agrees to retain all books, records and other documents related to this Agreement for at least five (5) years after final payment. ACPS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the term of this Agreement or after the Final completion. If the Vendor wishes to destroy or dispose of records (including confidential records to which ACPS does not have ready access) within five (5) years after final payment, the Vendor shall notify ACPS at least thirty (30) days prior to such disposal, and if ACPS objects, shall not dispose of the records.

10. LIEN

It is expressly agreed that after any payment has been made by ACPS to the Vendor or to any subVendor, laborer, or any other person for work performed, or labor or material supplied under the Agreement, ACPS will have a lien upon all material in the possession of the Vendor or any subVendor, which is to be delivered to ACPS in the performance of the Agreement.

11. PAYMENT TO SUBVENDORS

For each SubVendor, the Vendor shall take one of the following two (2) actions within seven (7) Days after it receives payment from ACPS under this Agreement:

- (i) pay the SubVendor its proportionate share of the total payment the Vendor received from ACPS that is attributable to the work performed and materials provided by the SubVendor; or
- (ii) notify ACPS and the SubVendor, in writing, of the Vendor's intention to withhold all or a part of the SubVendor's payment with the reason for nonpayment.

For each SubVendor, the Vendor shall pay interest to the SubVendor on all amounts the Vendor owes the SubVendor that remain unpaid after seven (7) Days following Vendor's receipt of payment from ACPS for work performed or materials provided by the SubVendor, except for amounts withheld from SubVendor and for which written notice was provided to ACPS and the SubVendor. Unless otherwise provided in these Terms and Conditions, interest shall accrue on said amounts at the rate of one percent per month.

The Vendor shall furnish to ACPS the names of all its SubVendors and lower tier sub-subVendors who are to perform any work or provide any materials in connection with this Agreement. The Vendor shall also furnish to ACPS federal employer identification numbers of such entities.

By appropriate agreement with each SubVendor, the Vendor shall require each SubVendor to include or otherwise be subject to the same payment and interest requirements with respect to its lower-tier subVendors.

12. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, ACPS, after due oral or written notice to Vendor, may procure the goods or services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of material or supplies not conforming to the specification, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by ACPS. ACPS shall be entitled to offset such costs against any sums owed by ACPS to the Vendor.

13. UNSATISFACTORY WORK

If any work done, or materials, goods, or equipment provided, by the Vendor is unsatisfactory to ACPS, the Vendor shall, on being notified by ACPS in writing, immediately remove, at the Vendor's expense, such unsatisfactory work, material, goods or equipment and replace the same with work, material, goods, or equipment satisfactory to ACPS. In the event the Vendor fails to, within fifteen (15) calendar days after the receipt of written notice, correct improper or unsuitable work, material, goods or equipment, ACPS shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Vendor. This paragraph applies during the Agreement Period and during any warranty period. At its discretion, ACPS shall be entitled to offset such expense against any sums owed by ACPS to the Vendor under this Agreement. If ACPS deems expedient not to require correction or replacement of the work which has not been done in accordance with the Agreement, an appropriate adjustment to price for the specific work performed, but not acceptable to ACPS may be made therefor.

14. TERMINATION

A. Termination for Convenience

The performance of work under this Agreement may be terminated by ACPS in whole or in part whenever ACPS determines that such termination is in the best interest of ACPS. Any such termination shall be effected by the delivery to the Vendor of a written notice of termination at least fifteen (15) days before the effective date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective.

B. Termination for Cause

The Contract shall remain in force for Agreement Period and until ACPS determines that all of the following requirements and conditions have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Vendor has met all requirements and conditions relating to the Work under the Agreement Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Agreement sooner if the Vendor is in breach or default or has failed to perform satisfactorily the Work required, as determined by ACPS in its discretion.

If ACPS determines that the Vendor has failed to perform satisfactorily, then ACPS will give the Vendor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) business days before termination of the Agreement takes effect ("Cure Period"). If the Vendor fails to cure within the Cure Period or as otherwise specified in the notice, the Agreement may be terminated by ACPS. Upon such termination, the Vendor may apply for compensation for services satisfactorily performed by the Vendor, allocable to the Agreement and accepted by ACPS prior to such termination unless otherwise barred by the Agreement ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the ACPS Director of Procurement within fifteen (15) business days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Vendor in writing of same within a reasonable time thereafter.

C. Termination for Breach and Default

If ACPS terminates the Agreement for default or breach of any Agreement provision or condition, then the termination shall be immediate after written notice from ACPS to the Vendor (unless ACPS in its sole discretion provides for an opportunity to cure) and the Vendor shall not be permitted to seek Termination Costs.

Upon termination pursuant to paragraphs 14.B and 14.C of this section, the Vendor

shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the work covered by the Agreement, including costs for delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed by the Vendor. Such costs shall be either deducted from any amount due to the Vendor or shall be promptly paid by the Vendor.

15. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Vendor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer, or subVendor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

16. AUTHORITY TO TRANSACT BUSINESS

The Vendor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Time for Completion specified in this Agreement. A contract entered into by a Vendor in violation of this requirement is voidable, without cost or expense, at the sole option of ACPS.

17. FORCE MAJEURE

The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Vendor and outside the scope of the Vendor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

ACPS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of ACPS that make performance impossible or illegal, unless otherwise specified in the Agreement.

18. ANTITRUST

By entering into this Agreement, the Vendor conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Vendor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by ACPS under this Agreement.

19. NON-DISCRIMINATION

During the performance of this Agreement, the Vendor agrees as follows:

- A. The Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Vendor. The Vendor agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- B. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Vendor will include the provisions of the foregoing paragraphs 19.A, 19.B, and 19.C in every subcontract of over \$10,000.00, so that the provisions will be binding on each subVendor or vendor.

20. DEBARMENT CLAUSE

The Vendor certifies that neither the Commonwealth of Virginia, nor any other jurisdiction within the United States, currently debar or prohibits them from offering the types of goods or services covered by this Agreement, nor are they an agent, employee or representative of any person or entity that is currently so debarred.

21. FAITH BASED ORGANIZATIONS

In accordance with Code of Virginia § 2.2-4343.1, ACPS does not discriminate against faith based organizations in the performance of its procurement activity.

22. INDEMNIFICATION

The Vendor covenants for itself, its employees, and subVendors to save, defend, hold harmless and indemnify Alexandria City School Board, and all of its elected and appointed officials, officers, current and former employees, agents, departments, schools, boards, and commissions (collectively the "ACPS" for purposes of this section) from and against any and all claims made by third parties or by ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the

Vendor's acts or omissions, including the acts or omissions of its employees and/or subVendors, in performance or nonperformance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If, after notice by ACPS, the Vendor fails or refuses to fulfill its obligations contained in this section, the Vendor shall be liable for and reimburse ACPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Vendor shall pay such expenses upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to Vendor under this Agreement.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Vendor covenants to save, defend, hold harmless, and indemnify ACPS, and all its officers, officials, departments, agencies, agents, and employees (collectively "ACPS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however, caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including its use by ACPS. If the Vendor, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that amounts paid under this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

24. CONFIDENTIALITY

All student data is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. All student data received by the Vendor shall be maintained by the Vendor in a secure location

The Vendor shall maintain the confidentiality of documents designated as confidential by ACPS, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Seller from establishing a claim or defense in an adjudicatory proceeding. The Vendor shall require of its SubVendors similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

25. OWNERSHIP AND RETURN OF RECORDS

This Agreement confers no ownership rights to the Vendor nor any rights or interests to use or to disclose ACPS's data or inputs.

The Vendor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Vendor or its subVendors as a result of ACPS's request for services under this Agreement, are the exclusive property of ACPS ("Record" or "Records"), and all such Records shall be provided to and/or returned to ACPS upon completion, termination, or cancellation of this Agreement. The Vendor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Agreement without the written consent of ACPS. Additionally, the Vendor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Vendor, its subVendors, or other third parties; nor shall their contents be disclosed to any person other than the designated by ACPS individuals. The Vendor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Agreement shall be referred to ACPS for response. At ACPS's request, the Vendor shall deliver all Records to ACPS, including "hard copies" of computer records, and at the ACPS's request, shall destroy all computer records created as a result of the ACPS's request for services pursuant to this Agreement.

The Vendor agrees to include the provisions of this section as part of any contract or agreement the Vendor enters into with subVendors or other third parties for work related to work pursuant to this Agreement.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

26. ACPS EMPLOYEES

No employee of ACPS shall be admitted to any share or in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

27. RELATION TO ACPS

The Vendor is an independent Vendor, and neither the Vendor nor its employees or subVendors will, under any circumstances, be considered employees, servants or agents of the ACPS. ACPS will not be legally responsible for any negligence or other wrongdoing by the Vendor, its employees, servants or agents. ACPS will not withhold from payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor or its employees, servants or agents. Furthermore, ACPS will not provide to the Vendor any insurance coverage or other benefits,

including workers' compensation, normally provided by ACPS for its employees.

28. CERTIFICATION REGARDING SEX OFFENSES

In accordance with Virginia state law, ACPS Purchasing Procedure DJF-1 requires any Vendor or his employees that will be in the presence of students during regular school hours or during school sponsored activities certify that he/she has not been convicted of any felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. <http://www.acps.k12.va.us/board/manual/djf.pdf>

The Vendor certifies that neither it, nor any of its employees, workers or suppliers, have been convicted of: (i) a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (ii) a crime of moral turpitude.

29. IMMIGRATION REFORM AND CONTROL ACT

The Vendor does not, and shall not during the performance of this Agreement; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the ACPS Procurement Office for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first.

Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Virginia Public Procurement Act, claims denied by the ACPS Procurement Office may be submitted to the ACPS Superintendent in writing no later than sixty (60) days after final payment. The time limit for final written decision by the ACPS Superintendent in the event of a contractual dispute, as that term is defined in the Virginia Public Procurement Act, is sixty (60) days. The Vendor shall not cause a delay in the Work pending any decision of the ACPS Procurement Office, Superintendent, Board, or a court of law.

31. WAIVER

ACPS's failure to insist, in any one or more instances, on the performance of any of the Contactor's obligations under the Agreement Documents, or ACPS's approval of alternatives, variances or substitutions to Vendor's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, ACPS's actions or inactions shall not waive, modify or alter Vendor's responsibilities or liability under the Agreement Documents.

32. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by ACPS pursuant to this Agreement shall constitute or to be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible

33. SURVIVAL OF TERMS

In addition to any numbered sections in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Agreement also survive: INDEMNIFICATION, INDEPENDENT VENDOR; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; and CONFIDENTIALITY.

34. VIRGINIA PUBLIC PROCUREMENT ACT AND ACPS POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Virginia Public Procurement Act or any applicable ACPS policy is waived in whole or in part.

35. NONEXCLUSIVELY OF REMEDIES

All remedies available to ACPS under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to ACPS at law or in equity.

36. SEVERABILITY

In the event any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement Documents, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the Agreement Documents a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of the Agreement Documents is intended to be severable.

37. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for City of Alexandria, Virginia, and in no other court. In performing the Work under this Agreement, the Vendor shall comply with applicable federal, state, and local laws, ordinance and regulations.

38. ARBITRATION

It is expressly agreed that nothing under this Agreement shall be subject to arbitration, and any references to arbitration are expressly deleted from the Agreement.

39. HEADINGS/CAPTIONS

The headings or captions used in this Agreement are inserted for convenience only and shall not be used in interpreting the same.

40. AMENDMENTS

Unless otherwise specified herein, this Agreement shall not be amended except by written amendment executed by persons dully authorized to bind the Vendor and ACPS.

41. INSURANCE, PAYMENT AND PERFORMANCE BONDS REQUIREMENTS

The Vendor shall maintain the required insurance coverage and payment and performance bonds through the completion of the Agreement, including all warranty and guarantee periods.

42. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

Unless otherwise provided herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, (d) emailed addressed as follows:

Contact Information for the Vendor:

Contact Information for ACPS (Project Information)

Alexandria City Public Schools
Attn: John Finnigan
1340 Braddock Place, Suite 620
Alexandria, Virginia 22314
Office: 703-619-8297
Cell: 703-517-1807
Email: john.finnigan@acps.k12.va.us

Contact Information for ACPS (Legal Authorization)

Alexandria City Public Schools
Financial Services/Procurement Office
1340 Braddock Place, Suite 620
Alexandria, Virginia 22314
Attn: Dyanna McMullen, Director of Procurement
Phone : (703) 619-8343
Fax : (703) 619-8090
Email : dyanna.mcmullen@acps.k12.va.us

43. FINAL AGREEMENT

The Agreement Documents represent the entire and integrated agreement between ACPS and the Vendor and supersede all prior negotiations, representations, or agreements, either written or oral, between ACPS and the Vendor concerning the subject matter of the Agreement Documents. The Agreement Documents may be amended only by a written instrument executed by an authorized representative of ACPS and Vendor.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, ACPS and Vendor have caused this Agreement to be executed by their duly authorized representatives.

CONSENTED and AGREED TO BY:

ALEXANDRIA CITY PUBLIC SCHOOLS

VENDOR NAME HERE

By: _____
[Dept. Executive]

By: _____
Signature of: Authorized Title Agent or
Principal

Date: _____

By: _____
Printed: Name of Principal or Agent

By: _____
[Dept. Director]

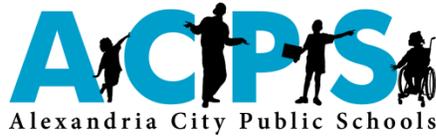
Date: _____

By: _____
Dyanna McMullen, Director of Procurement

Date: _____



ATTACHMENT B
PROPOSAL SUBMISSION FORMS
PAGES 41-49
FOR
PLAYGROUND CONDITION ASSESSMENTS
RFP 3553



PROPOSAL SUBMISSION FORMS

REQUEST FOR PROPOSAL NUMBER 3553

The proper Legal Name of the Business Entity submitting this response must be written in the space provided below. The Proposal Submission Forms, and all other associated documents required by this Request for Proposal shall be submitted with this Proposal Submission Forms, including any addendum, for your Proposal to be considered. The Form must be signed by a person authorized to legally and contractually bind the Offeror under this obligation.

NAME OF
FIRM: _____

BUSINESS
ADDRESS: _____

CITY/STATE/
ZIP: _____

TELEPHONE
NO. _____

EMAIL
ADDRESS _____

State
Corporation
Commission (SCC) ID
NO: _____

The undersigned hereby agrees, if this bid is accepted by ACPS, to provide the services and/or items in accordance with this Request for Proposal and to execute a contract for such services and/or items.

Legal Name of Offeror

Date

Authorized Signature

Print or Type Name and Title

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

IS THE ENTITY OR ANY OF ITS PRINCIPALS ARE CURRENTLY DEBARRED, SUSPENDED OR DISQUALIFIED FROM SUBMITTING RESPONSES TO ACPS, OR ANY OTHER STATE, LOCAL OR FEDERAL ENTITIES? YES NO

OFFEROR'S STATUS (PLEASE INITIAL ONE):
Small Veteran Owned Minority Owned Woman Owned None

CLAIMS/FINAL RESOLUTION/JUDGMENTS
Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Offeror, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative; Proceedings, indictments, arbitrations or the like YES NO

TERMINATION/FAILURE TO COMPLETE
Has Offeror ever been terminated for work awarded to it? YES NO
This includes termination for default (or cause) or for the convenience of the Owner? Has Offeror for any other reason failed to complete a project?

BREACH, DEFAULT, DEBARRED:
Within the last five (5) years, has Offeror been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in bidding for any contract? If yes, please explain the circumstances: YES NO

RELEASE FROM CONTRACT BID, RFP OR AWARD:
Has Offeror filed a request to be released from a Bid, RFP, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances. YES NO

FAILURE TO EXECUTE A CONTRACT:

Has Offeror ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the Agreement Documents; an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:

___YES___NO

BANKRUPTCY:

Has Offeror filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances

___YES___NO

TRADE SECRETS OR PROPRIETARY INFORMATION:

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

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

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

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

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

CERTIFICATION OF NON-COLLUSION:

The undersigned certifies that this Bid is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

CONFLICT OF INTEREST

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the Offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the Offeror receiving an unfair competitive advantage, or the Offeror's objectivity in performing the contract work may be impaired. The Offeror agrees that if after award it discovers an organizational conflict of interest with respect to the Contract, it shall make an immediate and full disclosure in writing to the Procurement Office which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

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

NAME (PRINTED): _____ TITLE: _____

E-MAIL ADDRESS: _____ TEL. NO.: _____

By signing this document, the Offeror agrees that, he has carefully examined all the requirements of this solicitation that there are no contradictions, ambiguities, errors or infeasible requirements apparent. The undersigned further agrees that he will accept an award to carry out the required services under this solicitation.

Offeror's Authorized Signatory

Date

Name and Title of Authorized Signatory

PROPOSAL FORM (CONTD.)

CONFLICT OF INTEREST STATEMENT

I, the person whose name is subscribed below, am a duly authorized representative and agent of the entity submitting this proposal in response to its Request for Proposal No. 3553 On behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent entity or subsidiary, has, within the past two (2) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by ACPS, as a result of this solicitation.

Affirm that if the Offeror awarded a contract under this solicitation, and during the term of that contract prepares a Request for Proposal on behalf of ACPS, the Offeror agrees that it shall not (i) submit a proposal for that procurement or any portion thereof or (ii) disclose to any Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to ACPS as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

ENTITY OR PERSON NAME: _____

SIGNED BY: _____ DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA / STATE OF _____)

CITY/COUNTY OF _____) to wit:

I, the undersigned Notary Public in and for the State and County of aforesaid, hereby certify that on _____, 202_, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____

PROPOSAL FORM (CONTD.)

REFERENCES

List at least 3 references in which your company was awarded a contract in the last three (5) years. References should include items of similar scope and size for which your company has provided service.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

(Signature of Offeror)

(Date)

PROPOSAL FORM (CONTD.)
W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
 This form shall be uploaded as part of Vendor Self Service Registration

Form **W-9**
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**ATTACHMENT C – INSURANCE REQUIREMENTS
ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS
(ACPS)**

Vendor shall provide appropriate liability and collision insurance to replace or repair any transported school bus involved in a collision. ACPS will not be held responsible for any incurred damages sustained by involved parties.

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

Worker’s Compensation and Employers’ Liability

Required when Vendor has three (3) or more employees.

Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. Benefits as required in labor union agreements, including the “All States” endorsement. \$1,000,000 each accident; \$1,000,000 each disease; \$1,000,000 policy limit for employer’s liability. USL&H coverage included.

Commercial General Liability

Required on all ACPS contracts.

\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$2,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate.

The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Vendors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after ACPS’s final acceptance of the work.

Automobile Liability

Required on all ACPS contracts.

\$450,000 combined single limit bodily injury and property damage each accident; \$450,000 Uninsured and Underinsured Motorists.

Must include the following:

Sole proprietor Vendors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.

Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.

Property Coverage

Required when Vendors:

Commercial Property Policy/Builders Risk: Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake and terrorism.

REQUIRED COVERAGES

- A. Uses their own personal property or equipment on ACPS property; and/or
- B. Stores or leaves equipment or personal property on ACPS Property; and/or
- C. Uses materials for building NOT owned by ACPS until installed.

Crime Policy

REQUIRED WHEN VENDOR:

- A. Collects money, securities or other property on behalf of ACPS, and/or
- B. Requires the use of ACPS money, securities, or negotiable property to be in Vendor's care, custody and control and/or
- C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.

Professional Liability/Errors & Omissions

Required when:

- A. Vendor must maintain a license or special degree.
 - B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.
 - C. Law enforcement, Vendors.
- A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by ACPS is part of the work.

LIMITS

(figures denote minimum limits required)

Vendor's Equipment Floater: Provide coverage for Vendor's mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges and tunnels.

\$1,000,000 limit for employee theft of money, securities and other property owned by the Vendor.

An endorsement should also be added to the policy to cover theft of ACPS's money, securities, or other property (third party coverage).

\$1,000,000 each claim and aggregate.

C. Where applicable \$10M Law Enforcement Vendors. Coverage may be provided in the General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

Excess Liability/Umbrella

\$4,000,000 Per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.

Garage Liability

\$1,000,000 bodily injury and property damage each occurrence/accident.

Required when the Vendor takes possession of ACPS’s owned vehicles including buses in order to repair.

Alexandria City Public Schools must be named as an **additional insured** on all insurance policies other than Worker’s Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.)

Pollution Liability

Coverage should be included with a \$1,000,000 limit for each occurrence, claim or pollution incident. This coverage is required of all Vendors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.

Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.

Best’s Guide rating: “A-” VIII or better, or its equivalent. The insurance companies should be lawfully authorized to do business in the Commonwealth of Virginia.

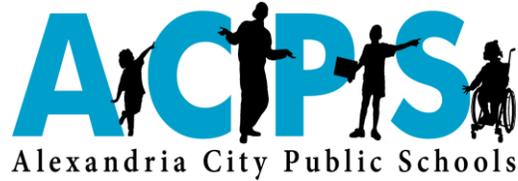
The Certificate(s) of Insurance shall state the RFP or ITB or Contract Number and Title.

I understand the insurance requirements and, if issued this Contract, will submit a Certificate of Insurance to Alexandria City Public Schools in the amount and type as set forth above.

(Signature of Offeror) (Date)

Attachment D

LIST OF SCHOOL LOCATIONS



ALEXANDRIA SCHOOL BOARD
dba ALEXANDRIA CITY PUBLIC SCHOOLS
ALEXANDRIA, VIRGINIA

Playground Condition Assessment RFP 3553

<u>No.</u>	<u>Building Name</u>	<u>Year Built</u>	<u>Total GSF</u>	<u>Land Area (acres)</u>
1	John Adams Elementary and Early Childhood Center	1967	143,290	7.96
2	Charles Barrett Elementary	1946	89,568	4.94
3	Lyles-Crouch Traditional Academy	1958	65,645	1.9
4	Patrick Henry K-8	2019	155,558	13.82
5	Jefferson-Houston K-8	2014	171,939	N/A
6	Cora Kelly School for Math, Science, Technology	1955	69,000	8.2

<u>No.</u>	<u>Building Name</u>	<u>Year Built</u>	<u>Total GSF</u>	<u>Land Area (acres)</u>
7	George Mason Elementary	1939	50,935	9.0
8	Matthew Maury Elementary	1929	51800	N/A
9	James K. Polk Elementary	1965	89,253	13.49
10	William Ramsay Elementary	1958	87,650	N/A
11	Mount Vernon Community School	1923	112,730	6.27
12	Samuel W. Tucker Elementary	2000	80,180	2.41

<u>No.</u>	<u>Building Name</u>	<u>Year Built</u>	<u>Total GSF</u>	<u>Land Area (acres)</u>
13	Francis C. Hammond Middle School	1956	236,125	25.01
14	George Washington Middle School	1935	237,332	19.3
15	T.C. Williams: Minnie Howard Campus	1954	130,435	12.1
16	T.C. Williams: King Street Campus	2007	461,147	26.0
17	Dee Campbell Rowing Center	1985	16,300	0.03
18	Ferdinand T. Day Elementary	1999	120,000	4
19	Transportation Facility	1975	11,400	N/A

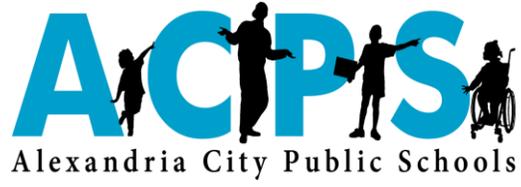


EXHIBIT A

TECHNICAL PROPOSAL

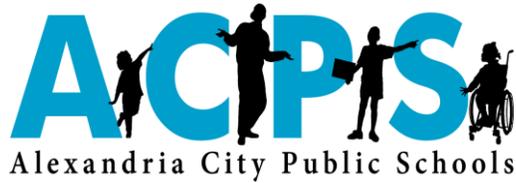


EXHIBIT B

SAMPLE COST PROPOSAL – COST PROPOSAL WILL BE REQUESTED OF THE TOP RANKED OFFEROR AND NOT DUE AT THIS TIME

Fees must include **ALL** costs associated with personnel, equipment, supplies, software, materials, transportation/travel, uniforms, office space, and utilities. ACPS requests that a detailed pricing breakdown be provided for each of the nineteen (19) facilities individually along with a price for all facilities listed in attachment D.

<u>Personnel Labor</u>	<u>Rate/Hr.</u>
Provide Hourly Rates for Perspective Project Members Doing the Work.	
Project Manager	\$ _____
Senior (Engineer/Geologist/Scientist)	\$ _____
Staff (Engineer/Geologist/Scientist)	\$ _____
Senior Playground Assessment Technician	\$ _____
Playground Assessment Technician	\$ _____
Senior Architect	\$ _____
Staff Architect	\$ _____
Other if Applicable	
_____	\$ _____
_____	\$ _____
_____	\$ _____