



DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

COMMONWEALTH OF VIRGINIA
County of Henrico

RFP No. 22-2450-11JEC

November 30, 2022
Request for Proposal ("RFP")
Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related
Products and Services

Your firm is invited to submit a proposal to provide a complete offering of Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services in accordance with the enclosed Specifications and General Terms and Conditions. Pursuant to Section 2.2-4304 of the Code of Virginia, this procurement is a cooperative procurement being conducted on behalf of Henrico County and other public bodies.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **January 4, 2023 at 2:00 PM** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

A pre-proposal conference will be held on **December 14, 2022, at 2:30 PM** at Springfield Elementary School located at 4301 Fort McHenry Parkway, Glen Allen, VA 23060. The playground located at Springfield Elementary School is the subject of a hypothetical sample project that is required to be submitted with Offerors' proposals. If an Offeror cannot attend the pre-proposal conference, arrangements may be made to visit Springfield Elementary School after school hours or on weekends. **PLEASE BRING A COPY OF THE REQUEST FOR PROPOSAL WITH YOU TO DISCUSS THE REQUIREMENTS.**

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the County School Board of Henrico County, Virginia.

This RFP and any addenda are available on the County of Henrico website at: <http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Jon Creger at Cre057@henrico.us by no later than **December 21, 2022**.

Very truly yours,

Jon Creger, VCA, VCO
Procurement Analyst II

I. INTRODUCTION

A. Purpose

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from a qualified firm(s) to provide Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services in accordance with the Scope of Services section of the solicitation.

B. Background

1. Henrico County Public Schools (HCPS) is the sixth-largest public school division in Virginia, and is comprised of 74 schools and program centers, including 46 elementary schools serving a diverse population of nearly 22,000 elementary-aged students. HCPS is seeking proposals from Offerors with the experience, qualifications, and abilities to provide all services needed as we begin to replace various aging playground equipment and activity areas over time at selected elementary school facilities. The intent of this solicitation is to establish a contract(s) to provide turnkey solutions to meet various playground and recreation needs with companies offering and demonstrating the best overall solutions that meet or exceed the requirements of this RFP and future playground equipment needs.
2. **Construction-Related Services** are defined as building, altering, repairing, improving or demolishing of any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.

II. SCOPE OF SERVICES

A. Product Standards and Guidelines.

1. Offerors shall propose a comprehensive selection of Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services as described below in accordance with Product Standards and Guidelines (Section II, Item A (3)).
 - a. **Playground Equipment** – A complete offering of Park and Playground Equipment for all ages and abilities including, but not limited to, themed systems, stand-alone activities, system components and replacement parts.
 - b. **Outdoor Fitness Equipment** – A complete offering of Outdoor Fitness Equipment for all ages and abilities including, but not limited to, challenge courses, strength building and resistance apparatus, multigenerational fitness, optional precision timing systems, and climbing walls.
 - c. **Site Accessories** – A complete offering of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers grandstands, scoreboards and other related items and equipment.
 - d. **Related Products** – Additional products such as skate park equipment and apparatus, bike park equipment and apparatus, dog park equipment and apparatus, and any other related products available from the Offeror.
 - e. **Services** – A complete offering of Services such as, but not limited to consulting, site and equipment package customization, layout, installation, repair and maintenance, removal, recycling and/or disposal, project management and any other related services available from the offeror with the exception of Construction-Related Services (see Section I, Item B-2).

2. Successful Offeror(s) shall have experience in providing, installing and maintaining the products and services offered.
3. Offeror shall have specific consulting experience and provision of products, equipment and accessories intended for k-12 students ages 2 thru 12 within a public school setting. Activities, equipment, and assemblies shall promote safety and accessibility, encourage social interaction and range of motion activities including spinning, sliding, rocking, swinging, climbing, crawling, bouncing, and balancing, stimulate sensory processing, and provide multiple levels of challenge (easy, moderate, difficult), in addition to promoting visibility of students by administrators and supervising staff members.
4. All Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services shall be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and American Society of Testing and Materials (ASTM) standards and other applicable laws and regulations in the Commonwealth of Virginia.
 - a. Manufacturers shall be a member of the International Paly Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment shall be IPEMA Certified and meet all current ASTM, Consumer Product Safety Commission (CPSC) and IPEMA standards. Certifications shall be submitted with your proposal.
 - b. Applicable ASTM Standards:
 - i. ASTM-F1487-11 – Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
 - ii. ASTM-F1292-13 - Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment
 - iii. ASTM-1951-09 - Standard Specification for Determination of Surface Systems Under and Around Playground Equipment
 - iv. ASTM-F2049-11 - Fences/Barriers for Public, Commercial and Multifamily Residential Use Outdoor Play Areas
 - v. ASTM-F2075 - Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment
 - c. CPSC Printed Handbook for Public Playground Safety – Equipment must meet all guidelines stated in the Handbook published by the CPSC. Copies of Publication No. 325 may be obtained from the U.S. Consumer Product Safety Commission, Washington, DC 20007.
 - d. IPEMA Certification – IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. For more information on certification and membership, visit IPEMA’s website at www.ipema.org.
 - e. All equipment and play surfacing materials must be IPEMA Certified. Certification must be included with your proposal submission.

5. All products offered under the resulting contract(s) that require assembly and/or installation shall be assembled and/or installed by manufacturer's certified installers. Offerors must submit, with their proposal, the names and addresses of each certified installer/subcontractor. All work shall be performed according to the standards established by the terms, specifications, drawings, and installation notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the installer to obtain clarification from the project manager concerning questions or conflicts in the specifications, drawings and installation notes in a timely manner.
 6. Any required site preparation a Successful Offeror may perform shall exclude Construction-Related Services (for definition See Section I, Item B-2). If Construction-Related Services are required for proper installation of any equipment, HCPS must be notified before any work may be performed.
 7. The Successful Offerors shall have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups and abilities as determined by HCPS. Successful Offeror must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimension of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.
 8. Offerors shall describe its company's project management capabilities from initiation through acceptance by HCPS.
 9. Offeror shall describe any training and educational programs it offers. This may include the ability to provide on-site or online training and educational seminars on technical knowledge.
 10. Offerors shall provide standard delivery time (in days) and any options for expediting delivery, if applicable.
 11. Offerors shall address their backorder policy.
 12. Offerors shall address their restocking fees and procedures for returning products.
- B. Contractor Requirements.
1. Replacement parts shall be available from the Successful Offeror(s) for a minimum of fifteen (15) years on all play systems and shall be provided within two (2) weeks from the time an order is placed by HCPS.
 2. The Successful Offeror(s), installers and subcontractors performing services are required to, and shall, comply with all Occupational Safety and Health Administration (OSHA), State and HCPS Safety and Occupational Health Standards and any other applicable rules and regulations. Successful Offeror(s), installers and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may

cause injury or damage to any persons or property within and around the work site area under any resulting contract(s).

3. Delivery location shall be stated on each order document (purchase order, letter order, etc.) issued by HCPS. All items are to be delivered fully assembled or assembled by installer or subcontractor on site as designated by HCPS.
4. When the Purchase Order calls for inside delivery, the Successful Offeror(s) shall deliver in accordance with the delivery instructions provided by HCPS and shall provide assembly, set in place, made ready for use, and removal of all packaging and debris.
5. The Successful Offeror(s) shall authorize immediate replacement of any items that has been damaged in transit.
6. The Successful Offeror(s) shall be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of playground and fitness equipment, timbers, and fencing as may be required to provide a full turnkey solution to HCPS.

III. HCPS RESPONSIBILITIES

HCPS will designate an individual to act as their representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define HCPS' policies and decisions with respect to the contract.

IV. ANTICIPATED PROCUREMENT SCHEDULE

The following represents the timeline of the process currently anticipated by the HCPS:

Request for Proposal Distributed	November 30, 2022
Pre-proposal Conference	December 14, 2022
Questions Due	December 21, 2022
Receive Written Proposals	January 4, 2023
Conduct Oral Interviews with Offerors	January 2023
Negotiations Completed	January 2023
Award Contract	January 2023
Services Begin	February 2023

V. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the County School Board of Henrico County, Virginia or Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Termination by County

1. The County may terminate the Contract for cause or for convenience.
2. Termination for Cause
 - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
 - b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.
 - c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
 - d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination minus the County's cost to complete the Successful Offeror's work. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the

Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- e. Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.
 - f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.
 - g. If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.
 - h. Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach.
3. Termination for Convenience
- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
 - b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
 - c. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.
 - d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.
 - e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be

deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor'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 a controlled substance or marijuana is prohibited in the Contractor'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 Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. 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 contractor in accordance with the Virginia Public Procurement Act, 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.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):
 - a) The Contractor will 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor 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.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (**Attachment E**).

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips;

bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Reserved

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the

Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the

purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contract Period

1. The contract period shall be for one year. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.
3. The Successful Offeror shall give at least a 90 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of 5 years.

EE. Non-Exclusive Contract

Nothing in this Request for Proposal constitutes an offer or promise to purchase any goods or services exclusively from the Successful Offeror. The County reserves the right to purchase goods and services similar to, or the same as, the goods and services that are subject to this Request for Proposal from other sources.

FF. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

GG. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

HH. Direct Contact with Students Certification

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

The County cannot award a contract to an Offeror that does not complete the Attachment F as part of their submission.

II. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VI. **PROPOSAL SUBMISSION REQUIREMENTS**

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)
- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. HCPS welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than December 28, 2022 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VII. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
1. Table of Contents
All pages are to be numbered.
 2. Tab 1 – Introduction and Signed Forms
In this tab, the following items should be provided:
 - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
 - b. Proposal Signature Sheet – **Attachment A**
 - c. Business Classification Form – **Attachment B**
 - d. Virginia State Corporation Commission Registration Information – **Attachment C**
 - e. Proprietary/Confidential Information – **Attachment D**
 - f. Direct Contact with Students – **Attachment F**
 3. Tab 2 – Statement of the Scope.
In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.
 4. Tab 3 – Offerors Qualifications, Experience, Resumes and Financial Capacity.
In this tab, Offerors shall demonstrate the Offeror's, and their staff's qualifications, and experience in providing the services as requested in this Request for Proposal. Submit a Business Summary, including years in business and information documenting the Offeror's financial stability. Offerors shall provide, at a minimum, documentation demonstrating that they are regularly engaged in providing playground equipment and consulting services intended for k-12 students aged 2 thru 12 in a public-school setting, to include resumes and related references of the overall Offeror and staff assigned relative to the services requested by this RFP, for no less than five (5) years.
 5. Tab 4 – References.
In this tab, Offerors should include a minimum of (3) references where the Offeror has provided services similar to the services being solicited in this RFP. The information provided should include a contact person's name, position, up-to-date telephone number and email address, the company for which the contact person worked, and the time period of the services performed. Offerors may not use Henrico County Public Schools as one of their references.
 6. Tab 5 – Safety and Service Approach/Implementation of Services
In this tab, Offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this Request for Proposal and demonstrate their compliance with the requirements of the Scope of Services. Offerors shall provide the following:
 - a. The Offeror's safety approach for its playground equipment intended for k-12 students aged 2 thru 12 in a public-school setting. Include any reference to Offeror's

overall and long-term safety track-record with equipment, layout and hazard avoidance, any NRPA-CPSI staff certification as appropriate, and compliance with other relevant industry standards and staff certifications. Include any formal or informal, internal or external, review processes which the Offeror participates in for ongoing safety-related evaluation of its equipment and components, with the resulting goal of improving and/or recalling of its equipment and components. Include Offeror's safety approach to configuration and layout, and k-12-focused visibility and supervision enhancements, and any other general provisions related to the Offeror's safety approach.

- i. Offeror shall include certification that products offered are IPEMA, ISO 9001 and ISO 14001 certified.
- ii. Offeror shall include confirmation that products offered meet all current ASTM, Consumer Product Safety Commission (CPSC) and IPEMA standards.
- b. The Offeror's Service Approach for its Playground Equipment, including any service offerings necessary to support compliance with NRPA-CPSI, IPEMA, ADA, and ASTM guidelines, standards and/or other relevant criteria. Include compliance with other relevant industry standards and applicable staff certifications.
- c. The Offeror's Consulting Approach for its Playground Equipment, highlighting all of the Offeror's consulting capabilities to create a safe and effective playground recreational experience for k-12 students aged 2 thru 12 in a public-school setting. The consulting approach presented here shall demonstrate Offeror's experience and capabilities with age-appropriate equipment, to include proper selection, application, and configuration of equipment to accommodate playground safety zones, proper equipment spacing, arrangement, and configuration.
 - i. The effectiveness of the consulting approach shall be demonstrated by the intent to avoid overlapping use zones, proper equipment configuration and arrangement to avoid hazards such as head and neck entrapment, protrusion and entanglement, and crush and shear. Also include details of Offeror's consulting approach that highlight experience with overall playground accessibility, trip hazard avoidance, and proper surfacing. All specific to k-12 students aged 2 thru 12 in a school setting.
 - ii. Offeror shall demonstrate its ability to create an effective, finished playground that incorporates fun, fitness, and safety to enhance the overall daily experience of a student.
 - iii. Include Offeror's approach thru the complete process of evaluating a playground site, customizing and planning a custom concept (not necessarily an exact match to any of the assemblies in the Offeror's current catalog, and/or modifications with input based on client input and/or site constraints), and verifying the safety of a finished assembly. Include compliance with other relevant industry standards and staff certifications.
- d. The Offeror's support and continuity for equipment hardware and components, including interchangeability and compatibility of components and hardware.
 - i. Offeror shall demonstrate its ability and commitment to supply replacement components long-term in a reasonable delivery time. Include current and traditional lead-times for supplying replacement parts, hardware, accessories and/or components.
 - ii. Include compatibility of attachment points to continue to safely support other types of Offeror's parts and accessories over time if and/or when the exact-fit

replacement parts and components are discontinued. Include references to the traditional period that replacement parts, hardware, accessories, and/or components are supported by the Offeror for any playground equipment configuration

7. Tab 6 - Playground Equipment Materials and Components.
 - a. Include references to ranges of color selections, texture, and activity options, independent play add-on options, material test results demonstrating durability of paint, coatings, plastics, colors, and other materials and hardware, all supported by Warranty.
 - b. Also include both the traditional lead times of equipment offerings, as well-as supply-chain-impacted lead-times. Include these lead times associated with its most available equipment offerings and least-available equipment offerings.
 - c. Include information on the life expectancy of equipment.
 - d. Include warranty information detailing the duration of the warranty, start date of installed equipment and typical response time to warranty-related calls.

8. Tab 7 – Pricing / Cost Proposal

Offerors shall submit the following information as part of their cost proposal:

- a. Provide pricing by category using a percentage off manufacturer’s list price (see Attachment H).
- b. Pricing for installation, not including construction related services, for installation, design, project management and other services shall be priced at an hourly rate.
- c. Detail any additional pricing incentives or rebates that may be available for large volume purchase by HCPS or the County.
- d. Offerors shall submit pricing for the sample projects provided in Attachment I and described below. Pricing shall be based on pricing quoted in Attachment H. The sample projects will be used for evaluation purposes only. Each sample project response shall include designs, drawings and an itemized product listing, along with breakdown of cost.
- e. For each of the two Sample Projects listed below, Offerors shall include with their proposal responses, various documentation in the form of:
 - i. An itemized Cost Proposal, a schematic diagram, and a graphic rendering representative of the services being proposed by the Offeror.
 - ii. The rendering and cost information should be responsive to the RFP evaluation criteria above, “Safety and Service Approach - Implementation of Services” and “Pricing/Cost Proposal”.
 - iii. Submittals demonstrating the Offeror’s capabilities in response to the Sample Projects request shall include at a minimum: (1) Concept Rendering; (2) Plan View Drawing; (3) Cost Proposal, Attachment H; and (4) Attachment I - Sample Project 1 and 2 Price Sheets.

Sample Project 1 – Replace Existing Playground – Offerors are required to visit a designated existing HCPS playground during the pre-proposal conference (location: Springfield Park Elementary School – 4301 Fort McHenry Parkway, Glen Allen, VA 23060) for the purpose of developing a sample proposal for replacing an existing playground. (Note: only the activities, orientations, and features offered by the existing playground are expected to be represented in the model proposal; there is no

expectation that exact dimensions of each feature be replicated nor that the materials and equipment used in the existing playground be matched for the model proposal; in cases where there is no equivalent function or similar feature available in today's modernized playground equipment Offerors may simply note that none is available). Offerors will be given an opportunity to tour the existing playground during the pre-proposal meeting and take notes and photos of the features and activities offered by the existing equipment, for use in creating a model proposal for Sample Project #1. Responses to Sample Project #1 are not expected to be an identical replacement/exact model of the existing playground with all of its dimensions and features in exact form. Rather, Offerors should model and present their offering of "today's" version of each of the various activities, orientations, and features contained within the existing playground equipment.

Sample Project 2 - New Playground Concept – Offerors are requested to review the list below of various representative playground features and offerings and assemble them into a unique concept for the purpose of developing a sample proposal for a prototype playground. The descriptions and terms used within the list below are intended to generally describe the activity, feature, shape, and/or function of a playground component and are not intended to be proprietary or representative of one particular supplier. Offerors are encouraged to use the component most closely related to the description below to satisfy the criteria for the concept. Adjustments to suggested dimensions are acceptable, if required to accommodate safety zones or other needs. Assume a playground area similar to the Offeror's proposed Sample Project #2 prototype will be removed when pricing the disassembly, removal, and disposal line items.

Ages 2-5 Area
Suggested Area Dimensions: 40'x30'
Surfacing: EWF, Engineered Wood Fiber 18" min. depth, with border, curb, and ramps
Inclusive throughout: N/A
Swings: (2 ADA)
(3) Climbable Entrances to the structure, various styles
(3) Slides, various shapes (no tubes)
(2) Towers/Platforms min.
Exclude Spring Riders
Suggested Budget: \$75,000

Ages 5-12 Area
Suggested Area Dimensions: 90'x30'
Surfacing: EWF, Engineered Wood Fiber 18" min. depth, with border, curb, and ramps
Inclusive throughout: N/A
Swings: (4 standard belt) plus (2 ADA)
Teeter Totter/See Saw
Rock Climber
Web Climber
Rope Climber
Balance Beam
(5) Climbable Entrances to the structure, various styles
(2) Ladders
(4) Slides, various shapes (no tubes)
(3) Towers/Platforms min.
Pull-Up Station
Parallel Bars
(4) Freestanding Events
(2) Freestanding Sensory Panels
Exclude Spring Riders
Suggested Budget: \$150,000

9. Tab 8 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

10. Tab 9 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

11. Tab 10 – Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

VIII. PROPOSAL EVALUATION / SELECTION PROCESS

A. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirement <i>(In accordance with Sec. VII, Item B3 and B9 this criterion considers the extent to which the Offeror’s proposal satisfies the services requested by this RFP and clearly demonstrates the work to be performed as specified in Section II.)</i>	15
Experience and Qualifications <i>(In accordance with Section VII, Item B4 and B5, this criterion considers the Offeror’s and assigned staff’s experience and qualifications for providing services of similar size and nature as those requested by this RFP as specified in Section II.)</i>	20
Safety, Service and Consulting Approach/Implementation of Services <i>(In accordance with Section VII, Item B6, this criterion considers the Offeror’s project approach to implement the services specified by this RFP as specified in Section II.)</i>	40
Appearance, Durability, Selection, Availability, and Warranty <i>(In accordance with Section VII, Item B7, this criterion considers the Offeror’s product offerings for materials requested by this RFP as specified in Section II.)</i>	10
Pricing/Cost Proposal <i>(In accordance with Section VII, Item B8, this criterion considers the Offeror’s pricing for completing the services requested by this RFP as specified in Section II.)</i>	10
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror’s proposal submitted and any oral presentations required.)</i>	5
Total	100

B. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. Should the County 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 awarded to that Offeror. HCPS and the County reserves the rights to award this contract to multiple Offerors.

**ATTACHMENT A
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 22-2450-11JEC – Playground Equipment, Outdoor Fitness Equipment, Site Accessories and Related Products and Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
 _____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

- "Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.
- "Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- "Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
- "Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- "Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.
- "Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.
- "Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than “A-” with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers’ Compensation

Statutory Virginia Limits

Employers’ Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: _____

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

- None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

- One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

Signature of Authorized Representative

Printed Name of Authorized Representative

*Printed Name of Vendor
(if different than Representative)*



ATTACHMENT G SAMPLE CONTRACT

[Non-Professional *or* Professional] Services Contract Contract No. [#]

This [Non-Professional *or* Professional Services] Contract (this “Contract”) entered into this [#] day of [month] 20[##], by [Offeror’s Name] (the “Contractor”) and the [County of Henrico, Virginia *or* County School Board of Henrico County, Virginia] ([the “County” *or* “HCPS”]).

WHEREAS [the County *or* HCPS] has awarded the Contractor this Contract pursuant to Request for Proposals No. [#], as modified by [list addenda with dates separated by commas] (the “Request for Proposals”), for [subject matter of the RFP].

WITNESSETH that the Contractor and [the County *or* HCPS], in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the [the County *or* HCPS] as set forth in the Contract Documents.

COMPENSATION: The compensation [the County *or* HCPS] will pay to the Contractor under this Contract shall be [insert information, referenced document, matrix, etc.].

[If contract is an annual contract, utilize Contract Term, if contract is a spot purchase utilize Service Schedule]

CONTRACT TERM: The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County *or* HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days’ written notice before the end of the term unless Contractor has given [the County *or* HCPS] written notice that it does not wish to renew at least 180 days before the end of the term.

{or}

SERVICE SCHEDULE: Services shall be performed in accordance with the [referenced document within the proposal/BAFO].

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This [Non-Professional *or* Professional] Services Contract between [the County *or* HCPS] and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals.
3. The Negotiated Modifications (Exhibit [letter]).
4. Contractor’s Best and Final Offer dated [date] (Exhibit [letter]).
5. Contractor’s Original Proposal dated [date] (Exhibit [letter]).
6. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

[Contractor Name]

[County of Henrico, Virginia or County School Board of Henrico County, Virginia]

[Address]

[P.O. Box 90775 or 406 Dabbs House Road]

[City, State, Zip]

[Henrico, VA 23273-0775 or 23223]

Signature

Signature

Printed Name and Title

[Purchasing Director or County Manager or Superintendent]

Date

Date

Attachment H – Cost Proposal

Manufacturer	Category	Catalog Date	Manufacturer Price List Date	Percentage Discount off List Price

Standard Delivery Time in Days ARO	
Design Services Per Hour	
*Installation Charge Per Hour	

***Excludes anything defined as Construction-Related Services**

Please Indicate Your Status	
Manufacturer	
Dealer/Reseller	
Other (Specify)	

Attachment I – Sample Project 1 Price Sheet

Springfield Elementary School Playground Cost Model

Description	Quantity	Unit	Unit Price	Extended
<u>Consulting Services</u> Concept Planning, Equipment Layout, and Customization		Hour	\$	\$
<u>Equipment Package</u> Provide Itemization- Attachment H	1	Lump Sum	\$	\$
Freight	1	Lump Sum	\$	\$
Offsite Storage (assume 30 days)	1	Lump Sum	\$	\$
<u>Mobilization/Site Safety</u> Offload New Equipment at Site, Setup all Safety Provisions, etc. (ex. orange perimeter fence, signage, etc.)	1	Lump Sum	\$	\$
<u>Disassembly, Removal and Disposal</u> Borders, Curbs, Ramps, etc.		Hour	\$	\$
<u>Disassembly, Removal and Disposal</u> EWF (Engineered Wood Fiber)		Cubic Yard	\$	\$
<u>Disassembly, Removal and Disposal</u> Existing Equipment/Appurtenances		Hour	\$	\$
<u>Furnish and Install New</u> Equipment Package		Hour	\$	\$
<u>Furnish and Install New</u> Borders, Curbs, Ramps		Hour	\$	\$
<u>Furnish and Install New</u> Safety Surfacing Engineered Wood Fiber (EWF)		Cubic Yard	\$	\$
<u>Demobilization/Opening Play Area</u> Cleanup (ex. remove safety barrier, reestablishment of grass, etc.)		Hour	\$	\$
<u>Consulting Services</u> Final Inspection and/or Reinspection(s) by NRPA-CPSI Certified Staff		Hour	\$	\$
Other: _____ (specify)			\$	\$
Other: _____ (specify)			\$	\$
Grand Total				\$

Attachment I – Sample Project 2 Price Sheet

New Playground Concept Cost Model

Description	Quantity	Unit	Unit Price	Extended
<u>Consulting Services</u> Concept Planning, Equipment Layout, and Customization		Hour	\$	\$
<u>Equipment Package</u> Provide Itemization- Attachment H	1	Lump Sum	\$	\$
Freight	1	Lump Sum	\$	\$
Offsite Storage (assume 30 days)	1	Lump Sum	\$	\$
<u>Mobilization/Site Safety</u> Offload New Equipment at Site, Setup all Safety Provisions, etc. (ex. orange perimeter fence, signage, etc.)	1	Lump Sum	\$	\$
<u>Disassembly, Removal and Disposal</u> Borders, Curbs, Ramps, etc.		Hour	\$	\$
<u>Disassembly, Removal and Disposal</u> EWF (Engineered Wood Fiber)		Cubic Yard	\$	\$
<u>Disassembly, Removal and Disposal</u> Existing Equipment/Appurtenances		Hour	\$	\$
<u>Furnish and Install New</u> Equipment Package		Hour	\$	\$
<u>Furnish and Install New</u> Borders, Curbs, Ramps		Hour	\$	\$
<u>Furnish and Install New</u> Safety Surfacing Engineered Wood Fiber (EWF)		Cubic Yard	\$	\$
<u>Demobilization/Opening Play Area</u> Cleanup (ex. remove safety barrier, reestablishment of grass, etc.)		Hour	\$	\$
<u>Consulting Services</u> Final Inspection and/or Reinspection(s) by NRPA-CPSI Certified Staff		Hour	\$	\$
Other: _____ (specify)			\$	\$
Other: _____ (specify)			\$	\$
Grand Total				\$