

October 10, 2014

ADDENDUM #1

RFP 15-01 VIENNA COMMUNITY CENTER INSTRUCTORS, CAMPS, WORKSHOPS

*******ATTENTION BIDDERS*******

(To be completed and returned with bid response)

This addendum is being issued to make a change to Section 5. How to Submit a Proposal, item 5.2.

Remove the sentence: *It is requested that one copy of the proposal be provided in a CD format. The Offeror must include a notarized statement that the CD version is a true copy of the printed version.*

This is no longer a requirement for submission of a proposal.

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS SHALL REMAIN THE SAME.

A copy of this signed addendum must accompany your proposal as an acknowledgment of its receipt:

NAME AND ADDRESS OF FIRM:

PHONE #: _____ EMAIL: _____

NAME OF AUTHORIZED REPRESENTATIVE:

Please Print

SIGNATURE: _____ DATE: _____

December 15, 2014

ADDENDUM #2

RFP 15-01 VIENNA COMMUNITY CENTER INSTRUCTORS, CAMPS, WORKSHOPS

*******ATTENTION BIDDERS*******

(To be completed and returned with bid response)

1. Clarification to Section 2. Contract Period and Renewal, paragraph 2.3 which includes a timetable with submission deadlines for publication. (see below)

Timetable for proposal due dates (An Addendum will be issued if or when the dates change):

Proposal Submission Table		
Proposal Submission Due Date	Publication Deadline Date	Program Session
November 1	December 1st	Spring/Summer Camps
February 1	March 1	Summer classes Summer camps
May 1st	June 1	Fall
August 15	September 15	Winter

This timetable includes the deadlines for submitting information to the printer for inclusion in the Parks and Recreation Seasonal Brochure only. The RFP is open and “rolling”. Instructors/contractors can submit a proposal at any time for consideration by the Evaluation Committee to be approved to teach a class or conduct a camp. However, if the dates that are indicated are not met, the class or camp may not be included in the brochure.

2. Question: Once I have submitted the documents required for the RFP, how do I sign up for subsequent sessions/seasons of that same class/camp?

Answer: Contractors will be contacted by Parks and Recreation staff for dates, times and fees.

3. Question: I have already submitted the required documents for the class/camp I am currently teaching, but want to add a class/camp to the next session/season. What do I need to submit?

Answer: Please submit the paperwork required in the RFP for any new classes/camps (Appendix A, Technical Proposal, Appendix B Pricing Proposal, and Appendix C Program Outline Form). You may include a copy of the background check and/or CPR certification that was submitted with the previous application, if applicable, or you can indicate that the information is on file at Parks and Recreation, and the staff will verify the information upon review. A signed copy of any Addendums must also be included.

4. **Change to Section 5. How To Submit a Proposal.** Paragraph 5.2 shall be changed so that only one (1) original of the proposal submission is required. Proposals may also be submitted via email to ggilpin@vienna.va.gov

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ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS SHALL REMAIN THE SAME.

A copy of this signed addendum must accompany your proposal as an acknowledgment of its receipt. If you have already submitted a proposal, you do not need to return this page.

NAME AND ADDRESS OF FIRM:

PHONE #: _____ EMAIL: _____

NAME OF AUTHORIZED REPRESENTATIVE:

Please Print

SIGNATURE: _____ DATE: _____

**APPENDIX A
TECHNICAL PROPOSAL**

(See Section 5. How To Submit a Proposal, page 8 of the RFP, for Assistance)

Name of Company: _____ Date: _____

Title/Type of Class/Camp : _____

1. Provide us with information about your company?

2. List proposed/preferred location (room/off-site).

3. What are the objectives of the program?
 - a. A list of skills, knowledge, and abilities the student can expect to learn by participating in the program.

4. Please explain how you will achieve these objectives?
 - a. Include a schedule of general activities that the class will follow to enable you to meet the program objectives.

 - b. Please write a sample lesson plan.

5. It is the responsibility of the contractor to provide reasonable accommodations. How will the company provide reasonable accommodations for individuals in the program with special needs as outlined in the Americans with Disabilities Act?

6. Describe behavior management policy for youth, if offering children's programs.

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7. Provide us with an emergency plan for all programs, including safety precautions.
 - a. Provide an inclement weather plan if classes or camps are held outside.
 - b. Provide us with the signing in and out procedure of children in your class or camp.
8. Please list all equipment you will be bringing into the building. The town does not provide equipment to contractors and all equipment must be taken at the conclusion of program, unless otherwise arranged with the Town.
9. Provide the most recent CPR certification for any current employees or volunteers who shall be involved with Town programs. (Must have at least 14 days prior to start of program)
10. Provide the most recent National Criminal Background Check through State Police or Kroll Report to include Criminal History and Sex Offender Search. (Must have at least 14 days prior to start of program)
11. Provide Three business references, other than the Town of Vienna with the agency name, contact person, address and contact telephone number.
12. Identify proposed instructors, include their skill level and any certifications and identify the programs they would teach. Include resumes, in the attachments if available. Include instructor job descriptions and qualifications for camp/class staff to be hired at a future date.
13. As evidence of successful prior experience, please attach any business brochures, advertisements, letters of commendations, awards and/or customer evaluations form current or previous clients, students and/or parents of students to demonstrate success with similar programs.
14. Provide any additional information that you would like to include in your proposal.

**APPENDIX B
PRICING PROPOSAL**

**FILL OUT A SEPARATE PRICING FORM FOR EACH CLASS, CAMP, WORKSHOP, PROGRAM
BEING OFFERED**

CIRCLE ONE: CLASS CAMP WORKSHOP

1. Program Category / Title: _____
2. Flat Fee per student, per class, to be paid to vendor for Town collected programs: \$_/Student/
class the town will pay 70% of the total fees paid by the participant
3. Session Period: _____
(Example: 1 week summer camp, 10 day spring break camp, 5 week class session)
4. Session duration: _____
(Example: 8 hour camp, 55 minute class, 1 day workshop, etc.)
5. Does the successful Offeror(s) provide extras for participants at no additional charge?
Yes_____ No _____
6. List all equipment that is included and given to participants as part of the total program fee:

7. Are there any additional equipment charges that the participant will be required to pay?
Yes_____ No _____

If yes, please explain below: Please include both rentals and required purchases.

8. What is the minimum number of participants required for each program? _____
9. What is the maximum number of participants required for each program? _____

10. Please provide the fee that your organization is currently charging to the
general public for a program that is similar to the one listed above. \$_____/ Student

(Note: The number of forms shall correspond to the number of programs being listed in the Proposal
for Programs Outline)

**APPENDIX C
PROGRAM OUTLINE FORM**

(Note: This form must be included in the Technical Proposal)

Classes:

Name of Specific Program Titles	Ages From-to	# of Class Sessions	# Min Per Class	Days of the Week (Circle)	Min # / Max # of Students	Start and End Times	Ratio	Camps: Weeks Available
(Sample) Tiny Tu Tu's	3-5 yr. olds	10 weeks	45	Su <u>M</u> Tu W <u>Th</u> F Sa	1/10	2:00-3:00PM	1:10	All
				Su M Tu W Th F Sa				
				Su M Tu W Th F Sa				
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REQUEST FOR PROPOSAL

RFP NUMBER: 15-01

RFP SUBJECT: VIENNA COMMUNITY CENTER INSTRUCTORS, CAMPS,
WORKSHOPS

PROPOSALS SHOULD BE SUBMITTED TO:

Purchasing Agent
Town of Vienna – Vienna Town Hall
127 Center Street, S.
Vienna, Virginia 22180

SEALED PROPOSALS

DUE DATE AND TIME: ONGOING – SEE SECTION 2.3

All inquiries should be made, in writing, to Gina Gilpin, Purchasing Agent, at ggilpin@viennava.gov.

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

NAME & ADDRESS:

EEI/FIN NO: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TELEPHONE NO: _____ EMAIL: _____

RFP 15-01
VIENNA COMMUNITY CENTER INSTRUCTORS, CAMPS, WORKSHOPS

1. SCOPE OF CONTRACT:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for Instructional Classes, Camps, Clinics/Seminars, and Workshops, for the Town of Vienna, Virginia.
 - a. Classes: The year round classes operate on a quarterly schedule (Spring, Summer, Fall and Winter sessions).
 - b. Camps: Camps meet during the week of Fairfax County Public School's Winter and Spring breaks. Summer camps usually begin at the conclusion of the Fairfax County Public School year and operate through the end of August.
 - c. Clinics/Seminars/Workshops: These are one-time only events which are typically a single day session and can be held at various Town locations.
- 1.2. Offerors may propose one or more types of activities as described in this RFP, or may propose activities not listed. These services shall be performed at **The Vienna Community Center, the vendor's place of business or other off-site locations and may be held indoors or outdoors.**
- 1.3. The Town will be receiving proposals throughout the contract period and will be making multiple awards during this period.

2. CONTRACT PERIOD AND RENEWAL:

- 2.1. This contract will begin on date of award and terminate on June 30, 2019. The Town's agreement with the contractor is subject to review on an annual basis to determine if the contract will remain active. All requirements in Sections 16 and 17 shall be reviewed as necessary to ensure continued compliance.
- 2.2. The obligation of the Town to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Town of Vienna to satisfy payment of such obligations. The Town's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the Town will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The Town will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Town Council. However, the Town's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
- 2.3 Timetable for proposal due dates (An Addendum will be issued if or when the dates change):

Proposal Submission Table			
Proposal Submission Date	Due	Publication Deadline Date	Program Session
November 1		December 1st	Spring/Summer Camps
February 1		March 1	Summer classes Summer camps
May 1st		June 1	Fall
August 15		September 15	Winter

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3. BACKGROUND:

- 3.1. The Town of Vienna is the primary provider of parks and recreational facilities and services in the Town. Vienna is a suburb of Washington, D.C. with a current population of over 15,000 people. We service over 100,000 people in the Greater Vienna Area.
- 3.2. The Town currently offers a wide variety of class and camp offerings for the citizens of the Town of Vienna and surrounding areas. These activities are held at Town locations, private vendor locations or other off-site locations. The Town may already have employees staffed to teach certain disciplines, and outside sourcing may only be required as a supplement to the Town's in-house program. The Town provides its programs through printed publications, online or other advertising vehicle, registers students, collects fees, and shall then reimburse the Contractor at an agreed upon rate following successful completion of the work.
- 3.3. The year round classes operate on a quarterly schedule. Spring is late March through early June. Summer is mid-June through August. Fall is September through December and Winter is January through March. Start dates for each quarter may vary. Summer camps are first listed in the Spring Town publication. A separate Summer Camp Brochure is mailed in March/April.
- 3.4. The Town reserves the right to cancel a class, program, or special event due to insufficient enrollment. All programs require a minimum number of participants. Programs are normally cancelled one week before each session begins. A full refund will be given if this occurs.

Camps will be cancelled if they do not meet the minimum number for enrollment two weeks prior to the start date.

4. TASKS TO BE PERFORMED:

- 4.1. New contracts need to be established for programs in the following categories. Qualified Offerors may submit their proposal for one, some, or all of the types of activities listed below. Additionally, if a particular type of program is offered in one age group and not another it does not disqualify that Offerors proposal from consideration. Additional activities may be offered by mutual agreement. The Town shall also consider and evaluate proposals in categories other than what is listed below and all programs must be reviewed and approved by Town staff prior to implementation.

a. Adventure Classes and Camps

- Archery
- Biking (i.e.: Bike Tours, Mountain Biking, BMX, etc.)
- Canoeing
- Caving
- Fishing
- Kayaking/Sea Kayaking
- Laser Tag
- Orienteering/Wilderness Survival
- Paintball
- Rock Climbing (Indoors/Outdoors)
- Ropes/Course Challenge
- Sailing

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- SCUBA Diving
- Snorkeling
- Team Building
- Trail Rides
- Tubing
- White Water Rafting

b. Fine and Performing Arts

- Arts/Crafts/Hobbies
- Children's Programs
- Dance
- Drama
- Etiquette/Manners
- Magic/Clowning
- Music
- Theatre

c. Martial Arts, Classes and Camps

- Aikido
- American Kenpo
- Ba Gua
- Brazilian Jujitsu
- Chi Gong
- Chun Su
- Grappling
- Hapkido
- Iado
- Judo
- Jujitsu
- Jung Su
- Karate (all forms)
- Kendo
- Krav Maga
- Kung Fu
- Mixed Martial Arts
- Muay Thai
- Self Defense
- Shoshin-Kan Kobudo
- Tae Kwon Do
- Taijitsu
- Tan So Do
- Wushu

d. Pet Classes

- Dog Obedience
- Dog Agility
- Pet Care

e. Sports, Classes and Camps

- Archery
- Baseball
- Basketball
- Biking

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- Bowling
- Cheerleading
- Fencing
- Field Hockey
- Football(non-contact)
- Golf
- Gymnastics/Tumbling
- Lacrosse
- Ping Pong
- Roller Hockey
- Skating (i.e.: In-Line Skating, Skateboarding, etc.)
- Soccer
- Softball
- Sports Training
- T-Ball
- Tennis/Racquet Sports
- Volleyball

f. Other, Classes and Camps

- Chess
- Computer Classes
- Foreign Language
- Sign Language
- Robotics
- Science
- Fitness
- Health and Wellness
- General Day Camps
- Senior Programs (fitness/workshops/etc.)

4.2. RESPONSIBILITIES OF THE CONTRACTOR:

- A. If held off-site, the facility must be a professionally maintained facility meeting industry standards for size and maintenance. The facility must comply with the requirements of the Americans with Disabilities Act (ADA). The facility must provide a safe environment at all times for all participants and staff. If outside and/or off-site, in the event of extreme emergency, the Contractor is responsible to provide continuous supervision of participants until the appropriate Town staff person decides it is safe to disperse. The contractor is responsible for making ADA accommodations for participants enrolled in their program as requested in writing at least 7 days prior to the start of the program.
- B. Provide participants with safe, well-organized, fun-filled instruction. **CPR certifications are mandatory for all staff (paid or volunteer)**. At least one CPR certified member of the staff, paid or volunteer, must be readily available and accessible during any Town activity.
- C. Provide experienced adult instructional staff, paid or volunteer. The successful Offeror(s) is requested to attach copies of any certifications and/or licensure of its instructors (if applicable) in the activity being taught to their technical proposal, or within 30 days of the start of the program.
- D. All members of the instructional staff, paid or volunteer, who have the responsibility of instructing, facilitating or operating one or more of these programs must be 18 or older. If a staff member, paid or volunteer, under the age of 18 is instructing, facilitating or operating

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one or more of the program sessions then an adult staff member (paid or volunteer) who has a current CPR/ certification and a clean National Criminal Background check shall be present at the site of the activity with the under aged staff member for the duration of the program session. **Background checks must be completed 14 days prior to the start of the program.**

- E. Provide a reasonable number of adult instructors, paid or volunteer, to participants to maintain safe ratios (a minimum of 1:10.) children's camps vary from 1:10 to 1:18.
- F. Where applicable, provide equipment necessary to conduct the program.
- G. Shall permit any customer to sign up for any program that is advertised.
- H. Shall not require students to take a test to complete a program. However, testing may be offered as an optional program (such as belt test), outside the scope of a contract. Should the student elect to take a test, any fees associated with testing are separate from the tuition fee and shall be collected directly by the Contractor.
- I. Provide support for instructional staff, paid or volunteer, to:
 - 1. Provide participants with the opportunity to develop skills and/or maintain proficiency in their selected program(s).
 - 2. Cultivate cooperation and encourage participants to help each other. Think and act safely at all times.
 - 3. Show kindness and patience toward every participant.
 - 4. Give positive encouragement to every participant.
 - 5. Advise parents or legal guardians when any behavioral problem has been evident and work calmly, patiently and attentively with the parents to resolve the problem.
 - 6. Provide a safe environment at all times for all participants and staff.
 - 7. Provide (or have ability to provide) all equipment necessary to conduct the program.
 - 8. Provide and notify the Town of any accident/incident reports prior to the end of the day. Using preapproved forms provided by the Town.
- K. In addition, the Contractor(s) must:
 - 1. Submit written descriptions of proposed programs for the Town's publications. These short one-paragraph notices contain the information that will be used to create the listing in the appropriate publication. They shall contain the dates and times of programs, a general description of the curriculum, cost of the programs and any special information that the student must know to prepare for the program. The Town may modify a program's description so as to accommodate other Contractors or Town programs with the same program title. The Contractor shall also network with the community and conduct promotions of the programs. Any flyers advertising Town programs must be approved by Town staff prior to distribution.
 - 2. Submit a copy of the program offerings in advance of the publication production deadline. The Town shall provide the Contractor(s) a copy of the Town production schedule, when applicable, at least one month in advance of the deadline date. Program offerings shall fall within the window of time listed on the schedule. Any offerings received after the deadline date will not be included in the applicable publication.
 - 3. Work with the Town when establishing course lengths and tuition fees so as to minimize the number of different fee codes required in the Town's publications. In order to control

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and minimize the listing sizes in the appropriate Town publication, the Town attempts to standardize course lengths and fees within program descriptions.

4. Recruit, hire, supervise, evaluate, and financially compensate (if appropriate), qualified adult staff.
5. Oversee the daily operations of the program in accordance with the awarded contract.
6. Provide evaluation records concerning program activity.
7. Submit an annual report to the Town, highlighting the events of the year as part of quality monitoring process. The Town has the right to make refund decisions or to make other accommodations for registrants in order to maintain customer satisfaction. In cases where refunds to registrant(s) are made, the Contractor will not be paid for the individual registrant.

In case of inclement weather, emergencies or other reasons that prevent programs from being completed by the end of a session, customers will be refunded for the incomplete portion or offered a make up for the program and the Contractor's revenue shall be adjusted accordingly.

8. Maintain and provide Certificate of Liability insurance policies in accordance with Town standards. A copy of the Certificate must be provided to the Town 14 days prior to the start of the program.
9. Submit National Criminal and Child Protective Services (CPS) background record checks for all employees or volunteers who work with Town registered participants. If there are no recent documents available, the Offeror(s) shall comply with National Criminal Background checks for any employee or volunteer who shall be involved with Town programs. Acceptable background check documents include the KROLL Report and Virginia State Police Form SP 230 Criminal History Record Name Search Request to include Combination Criminal History and Sex Offender Search for any instructors hired. This needs to be given to the Town prior to the start of the program.
10. Upon request, submit reports that will be used to monitor the involvement of Town registered participants. Reports must be current prior to any renewals or changes to the contract. The Town may institute such monitoring activities as needed to ensure that the requirements of contract are being met.
11. Contact program participants by telephone or email in case of program cancellations or schedule changes, as needed, in consultation with the appropriate Town staff.
12. In the event of extreme emergency, the Contractor is responsible to provide continuous supervision of participants until the appropriate Town staff person decides it is safe to disperse.
13. The Offerors must identify minimum and maximum enrollment levels for Town participants. The successful Offeror may not reduce the minimum number of participant spaces available to the Town in a program without written permission from the appropriate Town staff person. The Town, upon written request from the successful Offeror(s), may agree to reduce the minimum number of participant spaces, but only prior to completion of editing for the issue in which the program is to be advertised. The successful Offeror(s) may increase the maximum number of spaces available to the Town at any time with Town approval.

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14. Where applicable, provide equipment necessary to conduct the program.
 15. Where applicable participants shall not be required by the Town to pay additional fees beyond the advertised tuition to complete the program as listed in the appropriate Town publication.
 16. Participants shall not be limited in the number of times they can enroll in programs through the appropriate Town publication.
- L. The storage of any equipment, supplies, materials, storage units, personal property and tools are the sole responsibility of the Contractor(s). Any such storage privileges are to be in agreement with and are at the discretion of the Town staff. The Town shall not be held responsible for any costs of Contractor's property in storage due to loss, damage, theft, facility maintenance, location of the stored property, vandalism, force majeure and/or any unforeseen circumstances.

4.3. **TOWN SUPPORT PROVIDED TO THE CONTRACTOR:**

- A. In the Town's sole discretion, advertise the programs in the applicable publications. Parks and Recreation's publication is mailed extensively throughout Greater Vienna
- B. Where applicable, conduct customer registration by, fax, internet and in-person at Town locations and the appropriate Town staff person to handle customer and vendor inquiries, collect fees, process refunds and transfers, and process vendor invoices and payments.
- C. Provide agreed upon indoor and/or outdoor facilities for programs at Town or other off-site locations, if applicable.
- D. Additional space for specialized programming or inclement weather can be negotiated and may be at the expense of the Contractor.
- E. Should maintenance be required at the Town facility in which a program(s) is to be held or is currently in progress, then the Town reserves the right to relocate the program(s) to an alternate Town facility, or upon agreement, the Contractor's place of business or other off site location. Should the relocation result in postponement or cancellation of some, most or all of the scheduled program(s) then Town will refund the participants monies or, upon agreement, reschedule the remaining portions of the program as appropriate. The Town shall not be held responsible for any loss in Contractor's income or wages due to scheduled maintenance, emergency repairs, inclement weather cancellations and/or any unforeseen circumstances that require closure of Town facilities. Whenever possible the Town staff may provide at least 15 days' notice to the Contractor(s) for any scheduled maintenance. A "disruption of business" is defined as the prevention of the Contractor(s) from delivering the program services due to Town facility maintenance. The Community Center manager or designee shall make every effort to find an available alternative location where the Contractor(s) can deliver the program services. If no alternative location is available then the remaining program schedule shall be postponed until an available alternative location can be reserved or cancelled. When possible other Town agencies shall determine the best course of action to provide facility maintenance to Town locations with minimal impact on the Contractor(s) ability to render the services and/or the program operation.

5. **HOW TO SUBMIT A PROPOSAL:**

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- 5.1. Offerors shall complete and submit a proposal consisting of a Technical Proposal (Appendix A) and a Pricing Proposal (Appendix B), along with the Program Outline Form (Appendix C). The Technical Proposal should be concise, yet complete.
- 5.2. Offerors must provide one (1) original (duly marked) and four (4) copies each, of the Technical and Business Proposal (Appendix B). The proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Offerors name and address on the outside. It is requested that one copy of the proposal be provided in a CD format. The Offeror must include a notarized statement that the CD version is a true copy of the printed version.

Vienna Town Hall
Attn: Purchasing Agent
127 Center Street S
Vienna, Virginia 22180

- 5.3. The Technical Proposal shall include the following:
- (a) Information about your Company.
 - (b) List the proposed locations for holding programs (names and addresses) and type of facility needed (i.e.: either indoor or outdoor basketball courts).
 - (c) Explain philosophy, goals, and objectives of the company's services. Include strategy for accomplishing the proposed scope of services.
 - (d) Describe methods of instruction. If method of instruction varies for age groups or persons with physical or developmental disabilities, describe. Attach lesson plans for proposed instruction. If more than one type of program is proposed, include method of instruction descriptions and lesson plans for each type of program.
 - (e) Describe how your company will provide reasonable accommodations for individuals with special needs as outlined in the Americans with Disabilities Act paragraph in the Special Provisions.
 - (f) Provide any documentation that details your firm's safety precaution procedures.
 - (g) Describe behavior management policy for youth, if offering children's programs.
 - (h) Provide an emergency preparedness plan for all programs, including safety precautions that meet industry standards and license requirements for programs offered. Include an inclement weather plan for any proposed outdoor programs.
 - (i) Provide a description of equipment requirements and indicate what equipment is to be provided by your company, what equipment is to be provided by the Town and what equipment is required by the student.
 - (j) If additional equipment is needed for a program the Offeror(s) shall provide this information with the proposal regarding equipment and prices, so that this can be advertised in the appropriate Town publication. Equipment and materials fees are not included as part of the tuition fee that is listed in the appropriate Town publication. All equipment and materials fees are subject to refund if the participant cancels from the class. Contractor is responsible for returning equipment and material fees.
 - (k) Where applicable, provide the most recent CPR and certifications and National Criminal Background check for any current employees or volunteers who shall be involved with

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Town programs.

If there are no recent documents available, the Offeror(s) shall comply with National Criminal Background checks for any employee or volunteer who shall be involved with Town programs. Acceptable background check documents include the KROLL Report and Virginia State Police Form SP 230 Criminal History Record Name Search Request to include Combination Criminal History and Sex Offender Search for any instructors hired. This needs to be given to the Town prior to the start of the program.

Identify proposed instructional personnel (paid or volunteer), including resumes, skill levels and any certifications, and identify the programs they would teach. Include instructor job descriptions and qualifications for staff to be hired at a future date.

- (l) Provide three business references with company name, address, contact person and contact's telephone number.
 - (m) As evidence of successful prior experience, please attach any business brochures, advertisements, letters of commendation, awards and/or customer evaluations from current or previous clients, students and/or parents of students that demonstrate success with similar programs.
 - (n) Provide any other information that you would like to include in your Technical Proposal.
 - (o) Complete the Program Outline Form (Appendix C) for all programs being offered.
 - 1. List titles of programs being offered, session period being proposed and age ranges for the participants
 - 2. List Age(s) of Participants
 - 3. List number of sessions for each time period offered for each type of program, (i.e.: Spring Break and Winter Break Camps are one week camps only).
 - 4. List minimum and maximum program size. (Note: Maximum number of students: By mutual agreement the maximum number of participant spaces being held by the successful Offeror(s) can be increased to accommodate the addition of more participants. However, it shall not be decreased below the maximum number of participants stated in the pricing proposal.)
 - 5. List the number of days per session and days of the week being offered, and starting and ending time of the day for each program being offered.
 - 6. List adult instructor to student ratios. The minimum acceptable ratio is 1:10. Camps vary from 1:10 to 1:18.
 - 7. Indicate the minimum and maximum number of programs that can be provided simultaneously on a weekly or bi-weekly basis. For summer camps list the weeks available to offer camps.
- 5.4. The **Pricing Proposal** (see Appendix B). All information on the appropriate Pricing Form must be completed. Include justification for the cost of the program(s) and adequate data to establish the reasonableness of the proposed flat fee, such as price comparisons for comparable services. You may need to expand on the format provided in Appendix B.
- (a) Offerors are required to identify their fees for similar programs for services offered to

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the general public. Due to the support that will be offered by the Town to the successful Offeror(s) in terms of advertising, registration, and use of its facilities, it is anticipated that the fees for Town programs shall be less than those fees offered to the general public.

- (b) The Pricing Forms in appendix B below are separated into Classes, Camps, and Workshops. The Classes, Camps, and Workshops, are those programs which the Town collects the registrations fees. These forms must be completely filled out and submitted with the Offeror's proposal.
- 5.5. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Purchasing Agent, Vienna Town Hall, 127 Center Street S, Vienna, VA 22180 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the Town of Vienna current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda.
- 5.6. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the Town's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 5.7. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The Town encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 5.8. Each original and set of the four (4) copies of the proposal shall consist of:
 - a. Cover sheet
 - b. Technical proposal
 - c. Pricing proposal
 - d. Program Outline Form
- 6.9 By executing the cover sheet, the Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person

6. PRICING:

- 6.1. The subsequent contract will be a firm-fixed price agreement. The unit prices will remain firm for the first year of the contract and will include all charges that may be incurred in fulfilling the requirements of the contract. If the Contractor wishes to increase the unit price after the first year of the contract, the request must be made in writing to the Purchasing Agent. Contractors currently under contract must honor their current contract prices until the new programs begin.
- 6.2. The prices agreed to in this contract will be effective the date of award, however, the program may not start immediately.
- 6.3. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with

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documentation to support the requested adjustment (i.e., increased costs to the Contractor or prices of similar programs held in the same geographic area within the surrounding area). **Price changes shall be requested prior to November 1st for Spring programs and Summer camps. February 1st for upcoming Summer programs. May 1st for Fall programs, and prior to August 15 for Winter programs.**

- 6.4. Such requested contract unit price increase shall become effective only upon approval by the Town. Should the price increase be approved, that price shall remain firm for a period of not less than 365 days.
- 6.5. To encourage early registration, the Town may offer an early registration discount to its participants. As applicable, other Town agencies may determine such fees at their discretion. The town does provide a discount to Town of Vienna residents over the age of 65. Contractors can either offer the program for free to these residents or provide at ½ cost.
- 6.6. Occasionally, a program session will need to be adjusted due to a holiday, inclement weather, emergency, or any other circumstance where the Town participant completed part of the program session. The flat fee payable to the vendor shall be prorated accordingly and the prorated adjustment shall be calculated by a formula applicable to the type of program being offered using the per participant flat rate offered by the Contractors.
 - Prorate adjustment example: flat fee per participant rate of \$186 for a two week camp. \$186 is divided by 10 days (a two week camp) = \$18.60 per day. The “per day” amount (\$18.60) is multiplied by the number of days that the participant completed (\$18.60 x 9 days = \$167.40). The prorated amount is \$167.40.

7. CONTACT FOR CONTRACTUAL MATTERS:

- 9.1 All communications and requests for information and clarifications shall be directed, via email, to the following procurement official:

Gina Gilpin, CPPB, Purchasing Agent
ggilpin@viennava.gov

- 9.2 No attempt shall be made by any offeror to contact members of the Evaluation Committee about this procurement .

10 REQUIRED SUBMITTALS:

- 10.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

11. LATE PROPOSALS:

- 11.1 Proposals received in the Office of the Town Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

12. PERIOD THAT PROPOSALS REMAIN VALID:

- 12.1 Proposals will remain valid for a period of one-hundred and twenty days (120) calendar days after the date specified for receipt of proposals.

13. BASIS FOR AWARD:

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- 13.1 This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in the Request for Proposal.
- 13.2 The Town will be receiving proposals throughout the contract period and will be making multiple awards during this period. Therefore any awards made from this solicitation do not guarantee that the awardee(s) will be the only provider(s) of the program nor obligate the Town to commit a volume of business to a contractor(s).
- 13.3 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 13.4 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the Town, result in the disqualification of an offeror from the procurement process.
- 13.5 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Town Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. 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. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the Town shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 13.6 Should the Town 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. The Committee will make appropriate recommendations to the Town Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 13.7 TheTown reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 13.8 The Town Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 13.9 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Town Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 13.10 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

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- 13.11. Offerors are advised that organization and thoroughness of their responses are critical to the Town's evaluation process.
- 13.12. The Evaluation Committee will evaluate and score all proposals against the programs currently available to the citizenry of the Town of Vienna. Those proposed programs that are not currently offered, improve upon current Town programs, and/or are fiscally advantageous to the Town as compared to current Town programs will be given favorable consideration.
- 13.13 The Town may cancel this Request for Proposal 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.

14. PROPOSAL EVALUATION CRITERIA:

- 14.1. Offerors must have certain qualifications and experience in order to be awarded a contract. Offerors will be evaluated based on Paragraphs (a) – (m) as listed below:
 - (a) Appropriateness of program locations.
 - (b) The overall quality of the proposed program, in terms of goals, objectives, and philosophical approach to development and management of programs being offered.
 - (c) The overall quality of the proposed methods of instruction, lesson plans, and ability to instruct different age groups.
 - (d) The ability of the Offeror to comply with "Americans with Disability Act" (ADA) requirements.
 - (e) The overall evidence of a safety plan.
 - (f) The overall quality of the behavior management methods to be used.
 - (g) The overall evidence of an emergency preparedness plan, safety precautions that meet industry standards and license requirements for programs offered, including an inclement weather plan if appropriate.
 - (h) The reasonableness of the equipment requirements for each program, and any applicable costs.
 - (i) Offeror's agreement and ability to provide certified CPR and staff and/or volunteers.
 - (j) Offeror's agreement to comply with National Criminal and Child Protective Services background record check requirements for all staff and/or volunteers and if available provide any current documentation.
 - (k) The overall qualifications and demonstrated experience of key personnel who will be directing, managing, and instructing the programs.
 - (l) Successful prior experience. The Offeror shall provide references, recommendations, and/or evaluations to prove success of the program being proposed. The Offeror shall list services that are similar in scope and scale to those being proposed. Evidence of contracts with public agencies is relevant.
 - (m) The reasonableness of number of programs, participant size, and the teacher to student ratio. The minimum number of adults per student allowed is one adult for every ten students. By mutual agreement the maximum number of participant spaces being held by the successful Offeror shall remain unchanged regardless of the number of students enrolled in the program.
- 14.2. The overall presentation of a business proposal that considers the market value of services, promotes maximum participation of Town residents, and demonstrates a breakdown that is fair for the Town considering costs for marketing program, serving the public and handling registrations and refunds.

15. SATISFACTION GUARANTEE:

- 15.1. The Town has the authority to make refund decisions or to make other accommodations for registrants in order to maintain customer satisfaction. In cases where refunds to

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registrant(s) are made, the Contractor(s) will not be paid for that individual registrant. Where applicable other Town agencies shall determine the most advantageous course of action to the Town for these accommodations or refund decisions.

- 15.2. For quality monitoring purposes, the Town reserves the right to place anonymous evaluators in the Offeror's program at no charge to the Town or the participant. These evaluators will normally be placed in the program that do not have full enrollment, so as to not negatively affect revenue. The identity of these evaluators will not be revealed until after completion of that program session. Other Town agencies may implement their own quality monitoring process for their programs. Such processes are at the sole discretion of the appropriate Town agency.
- 15.3. In case of inclement weather, emergencies or other reasons that prevent programs from being completed by the end of a session, customers shall be refunded for uncompleted portion of the program and the Contractor's revenue adjusted accordingly.

16. CRIMINAL RECORDS BACKGROUND CHECK:

- 16.1. Offerors must conduct National Criminal Background Records, CPS, Kroll, or SP230 checks for all employees and/or volunteers who are providing instruction for the Town's activities and responsible for the health, welfare and safety of the mentally or physically disabled, minors, elderly or other persons unable to care for themselves. **By acceptance of a contract award pursuant to this RFP, an Offeror guarantees compliance with the provisions of this paragraph.**
- 16.2. In order to comply with this requirement, the Offeror(s) shall:
- (a) Conduct National Criminal Background Checks for all current qualifying employees and/or volunteers who will be providing instruction or direct supervision of Town participants. A national criminal background check is defined as one that searches all fifty (50) states official repositories for state police reports, or a FBI national background check. The successful Offeror(s) are required to submit a notarized letter to the Town of Vienna Purchasing Department, attesting that the criminal records checks have been completed as described below. **Completed record check forms can be submitted within 30 days of contract award.**
 - (b) Ensure that the national criminal background and CPS records checks are completed and returned to the Offeror(s) within 120 days from date of submission to the researching firm.
 - (c) All employees and/or volunteers hired **after** contract award must have a national criminal background records check submitted within the first week of employment. A subsequent screening must be made of police records checks to ascertain and ensure that no instructor, paid or volunteer, who provides Town services has been convicted of murder, abduction, sexual assault, failing to secure medical attention for an injured child, pandering, crimes against nature involving children, taking indecent liberties with children, neglect of children, obscenity involving children, illegal sale, distribution or possession of a controlled substance, as defined by Virginia law or by similar law of another state.
 - (d) Screen the Child Protective Services report to ascertain and ensure that no instructor, paid or volunteer, who provides Town services, is the subject of a report made pursuant to Code of Virginia, Section 63.1-248.6, that a complaint of child abuse or neglect is found, as the term found is defined by state law.
 - (e) Submit a notarized letter to the Purchasing Agent, attesting that the criminal records checks have been completed and there were no convictions as described in this RFP.

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- (f) Private background check firms – usually conduct a state by state search of repositories to approximate a true national check. Vendors are Kroll or SP230
- (g) **Failure to comply with any of these terms will be grounds for termination of the contract.**

17. CPR CERTIFICATIONS:

- 17.1 Safety of the program participants is paramount. The successful Offeror(s) must provide a safe environment for the conduct of Town programs. **By acceptance of the contract award pursuant to this RFP, Offerors are certifying that their employees and/or volunteers, who have current American Red Cross or American Heart Association approved CPR certifications, will be readily available and accessible during any Town activity. Additionally, AED certifications are strongly recommended however they are not a requirement pursuant to the award of this contract.**

18. INSURANCE:

- 18.1 The Contractor shall provide the Purchasing Agent with a Certificate of Insurance PRIOR to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

Workers' Compensation -- Standard Virginia Workers' Compensation Policy

Broad Form Comprehensive General Liability--\$1,000,000.00.

Combined Single Limit coverage to include:

Premises - Operations; Products/Completed Operations;

Contractual; Independent Contractors; Owners and Contractors

Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability--\$500,000.00 Combined Single Limit.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance.

The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

Contractor's signature on this solicitation constitutes certification that, if awarded the contract, Contractor shall obtain the required coverage as specified herein within ten (10) days of notification of award.

- 18.2. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the Town Purchasing Agent. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 18.3. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 18.4. The Town of Vienna, its employees and officers shall be named as a certificate holder and an additional insured in the Automobile, General Liability and Professional Liability policies and it

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shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Town may possess.

19. METHOD OF ORDERING:

- 19.1 The Town will use Purchase Orders (PO's) as a method of placing orders from the final contract.
- 19.2 A Purchase Order (PO) may be issued to the contractor on behalf of the Town agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 19.3 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.4 Performance under this contract is not to begin until receipt of the purchase order, or other notification to proceed by the Town Purchasing Agent and/or Town agency to proceed. Purchase requisitions shall not be used for placing orders.

20. REPORTS AND INVOICING:

- 20.1 The Contractor must invoice within 15 days of the conclusion of the program. If invoices are not received payment will be made according to the Town's record and all payments are final and not disputable. Invoices for all users of the contract must meet Town requirements, unless otherwise indicated. The invoice must include the information listed below:
 - a. Contractor Name
 - b. Parks and Recreation
 - c. Date of services
 - d. The type of services; and,
 - e. The itemized cost for each item/service.
- 20.2 The Town must receive the invoices after successful completion of a program session(s). The Contractor will mail the invoices to Accounts Payable, 127 Center Street S, Vienna, VA 22180, or email them to ap@viennava.gov.

21. PAYMENTS:

- 21.1 For programs where the Town collects the registrations the Contractor shall be paid **following** the successful completion of each program session that is in accordance with the contract, and **following** approval of the Contractor's properly completed invoice. Invoices shall be payable **Net 30 days** from **receipt** of a properly completed invoice in the appropriate Town agency. The Contractor is urged to number their invoices so that inquiries for payment can be easily identified by Town personnel. Checks will be mailed to the vendor by the Town of Vienna Finance Department. **CHECKS WILL NOT BE AVAILABLE FOR PICKUP. For payments being sent by the Contractor(s) each payment shall be mailed or hand delivered to the Parks and Recreation Department at the Vienna Community Center, 120 Cherry Street SE, Vienna, VA 22180.**
- 21.2 For programs where the Contractor(s) collect the registrations, the Town shall be paid a percentage of the revenue generated contract. The Contractor(s) shall provide a monthly statement of earnings due ten (10) days after completion of the class or monthly if the class is ongoing. It will detail the date of the service, gross revenue for the date of service and the percentage due to the Town. **The Contractor(s) shall submit payment 15 days after each program.**

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- 21.3 As the Contractor is not a bona fide Town employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.

22. CHANGES:

- 22.1 The Town may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Town Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 22.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Town Purchasing Agent.

23. DELAYS AND SUSPENSIONS:

- 23.1 The Town may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the Town. The Town will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 23.2 If the Town does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Town Purchasing Agent written notice if the Town fails to provide data or services that are required for contract completion by the Contractor. The Town may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The Town may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 23.3 The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the Town's delay, suspension, or interruption. All changes to the work plan or program milestones shall be reflected in writing as a contract amendment.

24. SAFEGUARDS OF INFORMATION:

- 24.1 Unless approved in writing by the Town Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

25. ORDER OF PRECEDENCE:

- 25.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Terms and Conditions.

26. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 26.1 Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the

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authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Town of Vienna acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).

- 30.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 30.3 Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 30.4 Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 30.5 The Town **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

27. NEWS RELEASE BY VENDORS:

- 31.1 As a matter of policy, the Town does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the Town. All proposed news releases will be routed to the Purchasing Agent for review and approval.

28. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 32.1 The Town of Vienna Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Town programs, activities and services. Town government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any Town contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

33. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 33.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

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SECTION 34 GENERAL TERMS AND CONDITIONS

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.
4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.
8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
10. **USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

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11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**
12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.

Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.
13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
14. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
17. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the 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 goods or services purchased or acquired by the Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.
19. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
20. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
22. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.
23. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.
24. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of ten thousand dollars (\$10,000.00) or more.

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The Purchasing Agent will award all contracts less than ten-thousand dollars (\$10,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

25. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna
ATTN: ACCOUNTS PAYABLE
127 Center St., S.
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

26. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000.00 the provisions in A and B below apply:

- a. During the performance of this contract, the contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin 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.

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.

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.

- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

27. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/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.

28. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

29. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

30. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.

31. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.

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32. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

33. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

