

November 30, 2016

RFP #17-011
Relocation Services
Portable Classroom Trailers

#### Offerors:

You are invited to submit a proposal for Relocation Services for Portable Classrooms Trailers, in accordance with the terms and conditions of this Request for Proposal. Fairfax County Public Schools is seeking proposals from experienced and qualified companies to furnish comprehensive relocation services for portable classroom trailers.

Proposals will be received and must be time stamped at the receptionist desk at Gatehouse Administration Center, Office of Design and Construction Services, 8115 Gatehouse Road, Suite 3400, Falls Church, Virginia 22042-1203, before **2:00 p.m., Wednesday, December 21, 2016**. Proposals received after the date and time stated will not be accepted.

A pre-proposal meeting will be held on Wednesday, December 14, 2016, at 1:00 p.m. at GAC.

Proposal questions may be directed to the buyer, Keith Kessler, VCA, at 571-423-2262 or via email at kakessler@fcps.edu. Technical questions may also be directed to the coordinator, Paul Scott, Facilities Improvement, at (571) 423-2260 or via email at pascott@fcps.edu.

<u>Keith Kessler, VCA</u>

Buyer II

#### Attachments:

Request for Proposal

Appendix A - General Conditions

Appendix B - RFP Check List and RFP Cover Sheet

Appendix C - Business Proposal Form, Business Proposal Pricing Schedule, Business Proposal Additional Services

Appendix D - Listing of Local Public Bodies

Appendix E - Fairfax County Construction Safety Resolution and Safety Violations Certificate

Appendix F - Sample Performance and Payment Bonds

Appendix G - Master File Temporary Classroom (Detail Drawing & Specifications dated 3-17-15)

RFP#17-011

#### **SPECIAL PROVISIONS**

#### 1. SCOPE OF CONTRACT

The purpose of this Request for Proposal (RFP) is to seek proposals from experienced and qualified contractors herein after referred to as "Contractor" or "Offeror" to furnish all labor, materials, tools, and equipment for relocation services for portable classroom trailers owned by Fairfax County Public Schools herein after referred to as "FCPS" or "Owner" on an "as required" basis in accordance with the specifications, terms and conditions stated herein.

#### 2. BACKGROUND

The Department of Facilities and Transportation Services of FCPS is responsible for maintaining over nine hundred (900) Portable Classroom trailers at various schools, administrative offices and storage locations. Existing portable classroom trailers are relocated to various sites throughout the calendar year based on program needs and construction project schedules. The majority of the relocations occur during the months of June, July and August.

# 3. SCOPE OF WORK - TASKS TO BE PERFORMED

Portable classroom trailers are classified into categories. Detail drawings and specifications for each portable classroom trailer category are found in Master File Temporary Classrooms (Appendix G). The Pricing Schedule in Business Proposal (Appendix C) will include the tasks to be performed but not limited to the descriptions in A, B, C and D.

#### A. <u>Disassembly</u>

1. Single Trailer – One (1) 14' x 48'

Remove skirting and anchor tie downs. Remove wood or aluminum decks and 42' aluminum ramp. Dispose of all skirting, wood decks, broken concrete block, and other miscellaneous debris. Install trailer tires, tongue, remove and save concrete blocking and leveling shims.

#### 2. Duplex Trailer – Two (2) 12' x 60' sections

Remove skirting and anchors tie downs. Cut roofing, floor tile, mate line strips and remove lag bolts from roof and floor connections. Remove wood or aluminum decks and 42' aluminum ramp. Dispose of all skirting, wood decks, broken concrete block, and other miscellaneous debris. Remove and save exterior metal or wood trim at mate lines. Remove and save downspouts. Install trailer tires, tongues, remove and save concrete blocking and leveling shims. Install 2x4 shipping walls and wrap open end of trailers with 6 mil poly.

#### 3. Quad Trailer - Four (4) 12' x 60' sections

Remove skirting and anchor tie downs. Cut roofing, floor tile, mate line strips, and remove lag bolts from roof and floor connections. Remove wood or aluminum decks and 42' aluminum ramps. Dispose of all skirting, wood decks, broken concrete block, and other miscellaneous debris. Remove and save exterior metal or wood trim at mate lines. Remove and save downspouts. Install trailer tires, tongues, remove and save concrete blocking and leveling shims. Install 2x4 shipping walls and wrap open end of trailers with 6 mil poly.

#### B. Assembly

1. Single Trailer – One (1) 14' x 48'

Lay out and set-up portable classroom trailer per Master File Temporary Classrooms (Appendix G). Install footers, piers, concrete blocking and leveling shim. Install anchor tie downs into either asphalt or ground. Remove trailer tires, tongues and place under trailer.

RFP#17-011

#### **SPECIAL PROVISIONS**

Furnish and install new plywood skirting and paint per FCPS Master Specifications. Install owner furnished aluminum deck and 42' aluminum ramp with landing.

#### 2. Duplex Trailer - Two (2) 12' x 60' sections

Lay out and set-up portable classroom trailers per Master File Temporary Classrooms (Appendix G). Install footers, piers, concrete blocking and leveling shims. Install anchor tie downs into either asphalt or ground. Install lag bolts at roof and floor connections. Replace roof membrane at mate lines. A certified roofing contractor must install and use manufactured recommended materials. The Office of Design and Construction Services has a prequalified list of roofing contractors available if needed. Remove and dispose of 2x4 shipping walls and 6 mil poly. Replace interior floor tiles, ceiling and mate line trim. Remove trailer tires, tongues and place under trailers. Install exterior metal or wood trim at mate lines and re-install downspouts. Furnish and install new plywood skirting and paint per FCPS Master Specifications. Furnish and install new 8'x16' pressure treated wood deck, railings and install owner furnished 42' aluminum ramp with landing.

#### 3. Quad Trailer - Four (4) 12' x 60' sections

Lay out and set up portable classroom trailer per Master File Temporary Classrooms (Appendix G). Install footers, piers, concrete blocking and leveling shims. Install anchor tie downs into either asphalt or ground. Install lag bolts at roof and floor connections. Replace roof membrane at mate lines. A certified roofing contractor must install and use manufactured recommended materials. The Office of Design and Construction Services has a preapproved list of roofing contractors available if needed. Remove and dispose of 2x4 shipping walls and 6 mil poly. Replace interior floor tiles, ceiling and mate line trim. Remove trailer tires, tongues and place under trailers. Install exterior metal or wood trim at mate lines and re-install downspouts. Furnish and install new plywood skirting and paint per FCPS Master Specifications. Furnish and install one (1) new 8'x16' pressure treated wood deck, railings and install owner furnished 42' aluminum ramp with landing on one side of Quad. Furnish and install one (1) new 8'x16' pressure treated wood deck, railings and stairs on opposite side of Quad.

#### C. Transportation

Relocate existing portable classroom trailers to various sites or storage location within Fairfax County. Transportation shall include moving of the concrete blocking and 42' aluminum ramps.

```
Single Trailer – One (1) 14' x 48'

Duplex Trailer – Two (2) 12' x 60'

Quad Trailer – Four (4) 12' x 60'
```

#### D. Demolition

Remove and legally dispose of equipment and materials including items that contain hazardous materials such as fluorescent lamps and PCB-containing ballasts shall be disposed of at special collection centers offering specialized recycling and treatment procedures for each category of trailer. Remove demolition debris to off-site legal disposal facilities. Recycling is strongly encouraged.

```
Single Trailer — One (1) 14' x 48'
Duplex Trailer — Two (2) 12' x 60'
Quad Trailer — Four (4) 12' x 60'
```

<sup>&</sup>lt;sup>1</sup> FCPS Master Specifications – www.fcps.edu and search for FCPS Master Specifications and Details.

#### 4. CONTRACTOR'S RESPONSIBILITIES

Contractors are responsible for completing the tasks outline in this section from contract award through contract completion:

- A. The Contractor agrees to perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
- B. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, tools equipment, machinery and surplus materials shall be removed from project sites. The Contractor shall clean all building surfaces and leave surrounding work area clean.
- C. The Contractor expressly undertakes all responsibility, either directly or through its subcontractor, while performing said work.
- D. The Contractor agrees to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of FCPS or any other contractor.
- E. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- F. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect FCPS's property from injury or loss arising in connection with the contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of FCPS. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
- G. The Contractor, without special instruction or authorization from FCPS, is hereby permitted to act, at its discretion, in an emergency affecting the safety or life of individuals, or of the work, or of adjoining property to prevent threatened loss or injury, be instructed or authorized to act by FCPS, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the award.
- H. The Contractor shall plan and coordinate the work with the Coordinator, Facilities Improvement and/or his designated FCPS representative.
- I. The Contractor shall demonstrate at the conclusion of the work, to the authorized FCPS representative, that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- J. Contractor shall furnish all labor, materials, tools, equipment and services as may be required for the relocation of portable classroom trailers in accordance with the provisions of the specifications stated herein.
- K. The Contractor agrees to furnish and install all supplementary or miscellaneous items, components and devices incidental to or necessary for a sound, secure and complete assembly of portable classroom trailers, although such work may not be specifically indicated.
- L. The Contractor agrees that all relocation services of portable classroom trailers shall meet the schedule set forth by FCPS.

RFP#17-011

#### **SPECIAL PROVISIONS**

- M. The Contractor shall remove skirting, decking, concrete blocking, anchoring, install trailer tires, tongues, and shipping walls in preparation for the portable classroom trailer to be transported to a designated location.
- N. The Contractor shall transport the portable classroom trailer(s) to any school site within Fairfax County in accordance with the plans provided (per project) and specifications per Master File Temporary Classrooms (Appendix G). Contractor shall obtain the proper transportation permits from County, City, and State to relocate trailers according to locations furnished by FCPS representative.
- O. The Contractor shall move portable classroom trailer(s) to the exact location as shown on the site plan, as provided by the FCPS representative, for each individual school site. At locations with multiple trailers, the Contractor must assure that trailers are installed in a sequence that will not preclude the installation of any other specified trailer(s).
- P. The Contractor shall obtain the setting and anchoring inspection from Fairfax County Department of Public Works and Environmental Services or FCPS will contract a third party inspection company for anchor tie-down and footer inspections only. The final inspection will be the responsibility of the Contractor. The building permits will be secured by FCPS. All trade permits are the responsibility of the contractor.
- Q. The Contractor shall furnish and install any additional materials and/or parts necessary for the relocation of the portable classroom trailers.
- R. The Contractor shall be responsible for transporting the concrete block and anchors to the new project site(s) and may be reused by the Contractor performing the assembly. Any additional concrete block required by the Contractor shall be purchased by the Contractor. FCPS will reimburse the Contractor for the concrete blocks at cost. All unused set-up materials including block and anchors must be removed from the site after completion.
- S. Contractors shall provide the necessary services required to assemble trailers at the designated site per specifications in Master File Temporary Classrooms (Appendix G). These services shall include but not limited to the following: leveling, blocking, anchoring, remove trailer tires and tongues, install roof seams, new skirting and the painting of the skirting per FCPS Master Specifications.<sup>1</sup>
  - 1. Contractor shall remove vegetation under blocking location and obtain solid, undisturbed subgrade, level and flat.
  - 2. Contractor shall construct piers of solid concrete masonry of various sizes per detail specifications and plans.
  - 3. Blocking shall be in accordance with the Virginia Industrialized Building Safety Regulations 2012 and detail specifications in Master File Temporary Classrooms (Appendix G).
  - 4. Anchoring shall be completed in accordance with the manufacturer's printed instruction and/or in accordance with the Virginia Industrialized Building Safety Regulations 2012 and detail specifications in Master File Temporary Classrooms (Appendix G).
  - 5. FCPS will obtain building permits for the installation of portable classroom trailers. It is the contractor's responsibility to obtain trade permits from the Department Public Works and Environmental Services and transportation permits from Virginia Department of Transportation (VDOT).
  - 6. The Contractor is responsible for all repairs of any and all damage to trailer(s) caused by transporting or installation methods at their cost.

- 7. Damages to existing utilities, such as underground utilities, or conduit used for utilities shall be the responsibility of the Contractor. FCPS will back-charge the contractor for any damages that are not repaired if necessary.
- 8. The Contractor shall furnish and install new skirting as specified by FCPS. The skirting cannot be installed until all the utility work or work by other trades is completed under the trailer.
- 9. ABS pads can be used for footing, if approved by Fairfax County Department of Public Works and Environmental Services.
- T. The Contractor shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each contractor shall make a careful examination of the site of the work and inform themselves fully with the difficulties in performance of the work, delivering, storing, and placing materials and equipment and other conditions relating to construction and labor.
- U. The Contractor shall examine the premises and the site and compare them with any applicable drawings and specifications. Each contractor shall familiarize themselves with the exiting conditions such as obstructive area levels and any problems related to erecting the required systems.
- V. The Contractor must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or FCPS personnel at the site.

# 5. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Wednesday**, **December 14**, **2016**, **at 1:00 p.m.** at the Gatehouse Administrative Center. Attendance is strongly encouraged.

The purpose of the pre-proposal conference is to give potential offerors an overview of the relocation services of portable classroom trailers, ask questions and to obtain clarification about any aspect of this RFP #17-011.

In order to be eligible for consideration, questions or request for interpretation must be in writing and submitted no later than **4:00 p.m., Friday, December 16, 2016**. E-mail or fax questions to kakessler@fcps.edu, fax 571-423-2267.

# 6. CONTRACT PERIOD

- A. The period of this contract shall be from date of execution of Notice of Award through December 31, 2018, with eight (8) one year renewal options agreeable by both parties.
- B. If FCPS elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for that year shall not exceed the contract price(s) of the original contract by more than the percentage increase/decrease of the CPI-U section of the Consumer Price Index of the United State Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- C. Any contract awarded pursuant to this RFP is conditioned upon an annual appropriation of funds made by the FCPS sufficient to pay compensation due the Contractor under the contract. The contract will provide that if such an appropriation of funds is not made in any fiscal year, and FCPS lacks funds from another source to pay the compensation due under the contract, FCPS will be entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event FCPS will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate period fiscal year. FCPS will provide the contractor with written notice of contract termination due to the non-appropriation of funds of least thirty (30) calendar days before the effective date of the termination. However, failure by FCPS to

provide such notice will not extent the contract into a fiscal year in which funds for contract payment have not been appropriated

### 7. TECHNICAL PROPOSAL INSTRUCTIONS

The following topics will be considered <u>minimum contents</u> of the proposal. The proposal contents shall be arranged in the same order and identified with <u>each heading as presented herein</u>.

The following will be used as the evaluation ranking criteria.

- A. The Offeror must provide the signed RFP Cover Sheet (Appendix B).
- B. <u>Statement of Qualifications</u>: The Offeror must provide a statement of qualifications that must include a description of organization, background, experience, staff experience, length of time in business supplying the services rendered and proposed staff.
  - <u>Capability of Offeror and Size</u> The Offeror shall describe briefly the contractor's background and history. Describe the organization's size in relation to providing services requested in this RFP. Provide a statement of the length of time you have been in business supplying services referenced herein. Demonstrate the contractor's capability and evidence of your experience providing services equal to or greater in scope than those services requested in this RFP.
  - 2. <u>Maximum Bonding Capability</u> The Offeror shall provide a surety statement from a bonding company licensed to do business in the state of Virginia. This statement shall include maximum bonding capabilities for payment and performance bonds.
  - Organizational and Staff Experience The Offeror shall provide a description of qualifications, experience, and any certifications relevant to performing the work described in this RFP. Information about experience should include direct experience with the specific subject matter.
  - 4. <u>Budget and Time Requirements</u> The Offeror shall provide samples of financial stability and capability to perform the work outlined within the scope of work. On your last ten (10) projects, how many were completed on schedule, and within budget. Describe the contractor's ability to provide services as required within required time lines and address overall cost containment practices for controlling direct and indirect costs.
  - Location of Offeror The Offeror shall be located within a 200-mile radius of the Department of Facilities and Transportation Services, Gatehouse Administration Center, 8115 Gatehouse Road, Falls Church, Virginia 22042-1203.
  - 6. <u>Workload</u> The Offeror shall include the number of current projects handled at a given time. Include projects currently negotiating, administering and pursuing at this time.
- C. Detail Approach to Relocation Services for Portable Classroom Trailers:

The Offeror shall demonstrate in a brief and concise manner your understanding of the Section 3, *Scope of Work - Tasks to be Performed*.

#### D. Proposed Team:

1. The Offeror shall identify key staff (titles and specific responsibilities) that would become directly responsible for the various aspects of the contract, if awarded. Identify who would be contract managers(s) from your company (cannot be from affiliate).

- 2. List of affiliates, partners and subcontractors who would be involved in the execution of the contract, if any. For each subcontractor, include name, address, phone number and contact person.
- E. <u>References</u>: The Offeror shall provide at least five (5) references of work similar to the scope of this contract. References provided must be during the past three (3) years. One reference must be a Government or Large Business entity.
- F. <u>Fairfax County Construction Safety Resolution:</u> The contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on December 8, 2003, as amended and sign the Safety Violation Certificate (Appendix E).

# 8. BUSINESS PROPOSAL INSTRUCTIONS

- A. Business Proposal Form, Business Proposal Pricing Schedule and Business Proposal Additional Services (Appendix C), must be included in submission of this RFP.
- B. Business Proposal Additional Services (Appendix C), Facilities Modifications Projects, Contractor Application Form: All offerors shall submit a new or updated Facilities Modifications Projects, Contractors Application Form located on FCPS website. <a href="www.fcps.edu">www.fcps.edu</a>, search for Design and Construction Services, scroll to Facilities Modifications Projects, Contractors Application Form. Print application, fill out, sign and submit with the RFP proposal.

#### 9. ADDITIONAL SERVICES

Any additional Services not specified in this RFP shall be authorized in writing by the owner. The additional services shall be performed by the contractor in accordance with the pricing schedule form in the Facilities Modifications Projects, Contractor Application. Go to <a href="https://www.fcps.edu">www.fcps.edu</a> search for Design and Construction Services, scroll to Facilities Modifications Projects, Contractors Application Form. (Business Proposal Additional Services, Appendix C)

# 10. SELECTION AND AWARD PROCESS

- A This RFP is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror(s) whose proposals are determined to be the most advantageous to FCPS. Consideration will be taken by FCPS for all the evaluation factors set forth in this RFP. FCPS reserves the right to make multiple awards as a result of this solicitation in the best interest of FCPS.
- B The selection process for relocation services of portable classroom trailers shall be in accordance with School Board Policy 8240.6 and the Virginia Public Procurement Act. A Selection Advisory Committee (SAC) is established in order to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of the technical proposals and business proposal based on the information provided by the Offeror.
- C. The SAC will evaluate the Offeror's required document submittal in accordance with the criteria established in, Section 7, Technical Proposal Instructions, and Section 8, Business Proposal Instructions. Once the technical and business proposals are reviewed and evaluated, the SAC will rank the proposals.
- D. The SAC may select Offerors deemed most qualified based on initial review to engage in individual presentations/interviews. The individual presentation/interview can provide an opportunity for the Offeror to clarify the proposal. At the conclusion of the individual presentations/interviews, the SAC shall select, the Offeror(s) whose professional qualifications and proposed services are deemed most meritorious to FCPS.

RFP#17-011

#### **SPECIAL PROVISIONS**

- E. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the SAC requires no clarification or supplementary information, such proposals may be evaluated without further individual presentations/interviews. If no individual presentations/interviews are required, the SAC shall select, the Offeror(s) whose professional qualifications and proposed services are deemed most meritorious to FCPS. Negotiations shall then be conducted, beginning with the selected Offeror(s).
- F. The SAC will make award recommendation to one or multiple Offerors to the Director of Design and Construction Services and the Fairfax County School Board for approval. Once the recommendation is approved, FCPS will issue a Notice of Award to the selected Offeror(s). The selected Offeror(s) will receive a Notice to Proceed (NTP) for each individual project they are assigned. Projects will be distributed to the selected Offerors in the best interest of FCPS.
- G. Offerors are cautioned not to contact members of the SAC. Members will only consider information provided by the Offeror in the technical and business proposals, presentation/interview, and negotiations. If SAC member is approached by anyone outside the SAC, who may have a material interest in this RFP, it will be immediately reported to the buyer.

#### 11. ESTIMATED QUANTITIES

- A. Authorized individuals will issue an NTP for relocation of specific portable classroom trailers to the awarded contractors that are the most advantageous to FCPS as requirements arise.
- B. The quantities specified in this RFP are estimates only and are given for the information for offerors and for the purpose of proposal evaluation.

Estimated Quantities to Relocate Portable Classroom Sections per Year = 70 to 120

This estimate does not indicate the actual quantity that will be relocated since the actual volume will depend upon requirements that develop during the contract period. These requirements are driven by special program initiatives and student population.

### 12. EVALUATION CRITERIA

- A. Offerors are to make written proposals which present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each evaluation criteria item and are to be specific in presentation of their qualifications. Proposals shall be as thorough and as detailed as possible so that the SAC may properly evaluate the Offeror's capabilities to provide the required services.
- B. Offerors are required to submit references, Special Provisions, Section 7, *Technical Proposal Instructions*, paragraph E of this RFP for five (5) projects completed in the past three (3) years in occupied site and buildings, preferably schools, listing the type of project/work, the owner, contact name and telephone number, and the value of the project/work. FCPS reserves the right to require submission of a recent financial statement from the offeror if FCPS deems it necessary. FCPS also emphasizes its intention not to award any contract to an offeror whose past performance is unsatisfactory and is generally late in the performance of contracts.
- C. The conditions and procedures for such negotiation are set forth in the current version of School Board Policy 8240.6. In summary, negotiation may be undertaken on behalf of the FCPS where, and to the extent such, is deemed to be in the best interest of the FCPS.
- D. Proposal Evaluation Criteria: Each proposal will be evaluated in accordance with the request for proposal criteria as defined in, Section 7, *Technical Proposal Instructions* and Section 8, *Business Proposal Instructions*, but not limited to the response and depth of:

Evaluation Criteria	Rating	x W	eight	= Weight Score
1. Statement of Qualifications a. Capability of Offeror and Size b. Maximum Bonding Capability c. Organizational and Staff Experience d. Budget and Time Requirement e. Location of Offeror	(1-5)			
<ul><li>f. Workload</li><li>2. Detailed Approach to Relocation Services for</li></ul>				
Portable Classroom Trailers	(1-5)		15	,
3. Proposed Team	(1-5)			
4. References	(1-5)	Х	10	= (10 to 50)
5. Fairfax County Construction Safety Resolution/ Safety	(4.5)		_	- / E t- EO)
Violations Certificate Form (Appendix E)	(1-5)			
Overall Evaluation of Technical Proposal	(1-5)	Х	5	= ( 5 to 50)
7. Business Proposal Information Form, Business Proposal Pricing Schedule and Business Proposal				
Additional Services, (Appendix C)	<u>(1-5)</u>	Χ	15	= (15 to 75)
	TOTAL S	COR	E	(100 to 550)

Point System 1-5 (tenths may be scored - 2.5, 3.4, 4.7, etc.)

1=Lowest Score 5=Highest Score

#### 13. TRADE SECRETS/PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, pursuant to Section § 2.2-4342 of the Code of Virginia, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly specify the items of information claimed as trade secrets or proprietary information, AND state the reasons why such protection is necessary.

### 14. INTERPRETATION OF PROPOSAL

A. No interpretation of the meaning of this Request for Proposal will be made to any Offeror orally. Any request for an interpretation must be in writing addressed to the following:

Design and Construction Services
Attn: Keith Kessler, VCA, buyer II
8115 Gatehouse Road, Suite 3500
Falls Church, Virginia 22042-1203
Telephone 571-423-2262, Fax 571-423-2317
kakessler@fcps.edu

- B. To be given consideration, such request must be received by 4:00 p.m. Friday, December 16, 2016. Any and all such interpretations and any such supplemental instructions will be returned in writing to the prospective Offeror requesting such interpretations, or will be in the form of written addenda which, if issued, will be sent to all prospective Offerors, at the respective addresses furnished for such purposes, no later than one day prior to the date fixed for the receiving of Proposals. Failure of any Offeror to receive any such addenda or interpretations shall in no event relieve such Offeror from any obligation under its Proposal as submitted.
- C. The term "Engineer," "Project Engineer," "Project Manager," "Coordinator," or similar terms refer to the FCPS representative for technical specifications contract coordination.

#### 15. CONTACT FOR TECHNICAL MATTERS

The person to contact concerning technical matters pertaining to RFP #17-011 is:

Paul Scott, coordinator
Facilities Improvement
Design and Construction Services
Department of Facilities and Transportation Services
Telephone: 571-423-2200

Email: pascott@fcps.edu

# 16. SUBMISSION OF PROPOSALS

A. It is the Offerors responsibility to submit one (1) original (duly marked) and four (4) copies (duly marked) of the *Technical and Business Proposal Information Form, Business Proposal Pricing Schedule and Business Proposal Additional Services* (Appendix C) in <u>sealed envelope</u> to the receptionist at the following address, time stamped before **2:00 p.m. on Wednesday, December 21, 2016.** 

Department of Facilities and Transportation Services
Design and Construction Services
8115 Gatehouse Road, Suite 3400
Falls Church, Virginia 22042-1203

Attn: Keith Kessler – Sealed Proposal for RFP #17-011 Relocation Services, Portable Classroom Trailers,

ALL PROPOSALS MUST BE TIME STAMPED AND RECEIVED IN SUITE 3400 AT THE ADDRESS INDICATED ABOVE BEFORE 2:00 P.M. ON WEDNESDAY, DECEMBER 21, 2016.

- B. Offerors are reminded that changes to the proposal, in the form of addenda, are often issued between the issue date and the closing of the RFP. Addenda will be posted on the website at www.fcps.edu, and search for Design and Construction Services Current Solicitations. It is the responsibility of the Offeror to monitor this webpage for the most current addenda.
- C. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the RFP. Offerors are cautioned that the organization of their response, as well as thoroughness, is critical to the evaluation process. The RFP Cover Sheet (Appendix B) must be complete, legible, and in its entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive manner and shall be arranged in the same order and identified with each heading as presented in, Section 7, *Technical Proposal Instructions* and Section 8, *Business Proposal Instructions*.
- D. Unnecessary elaborate brochures of other presentations beyond what is sufficient for a complete and effective proposal are not desired. Elaborate artwork, expensive paper/binding, visual and other presentation aids are not required. FCPS encourages Offerors to use recycled paper wherever possible.
- E. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP #17-011. An Offeror's failure to provide the documentation with the Offeror's response to the RFP #17-011 will affect the evaluation outcome of the proposal and may result in the disqualification of the Offeror's proposal.

#### 17. LATE PROPOSALS

Proposals received in the Office of Design and Constructions Services, Suite 3400, after the date and time prescribed shall not be considered for evaluation and shall be returned unopened to the Offeror.

#### 18. REJECTION OF PROPOSALS

FCPS reserves the right to reject: (a) all proposals in the event it determines such action to be in its best interests and (b) any offer in the event that FCPS's investigation of the offeror fails to satisfy FCPS that such offeror is properly qualified to perform the work in strict accordance with the requirements of the Request for Proposal. Any or all proposals will be rejected by FCPS in the event that FCPS determines collusion exists among the offerors. FCPS further reserves the right to waive any informality in a proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured in one or all of the offers received.

#### 19. PERIOD THAT PROPOSALS REMAIN VALID

Each Offeror agrees that Business Proposal Pricing Schedule will remain firm for a period of one hundred and eighty (180) calendar days after the date specified for receipt of proposals.

#### 20. CONTRACTOR REGISTRATION REQUIREMENTS

Offeror shall comply with all laws, rules and regulations relating to the practice of contracting in the Commonwealth of Virginia. In accordance with Title 54.1, Chapter 11, of the Virginia Code, as amended, Offerors shall be required to be licensed by the Virginia Board for Contractors as follows:

- A. For any contract to perform or manage construction, removal, repair or improvements which has a total value of \$120,000 or more, or in the event that total value of all such construction, removal, repair or improvements undertaken by the offeror within any 12-month period is \$750,000 or more, the offeror must show evidence of licensing as a Class A Contractor in the Commonwealth of Virginia.
- B. For any contract to perform or manage construction, removal, repair or improvements which has a total value of \$10,000 or more but less than \$120,000, or in the event that the total value of all such construction, removal, repair or improvements undertaken by the offeror within any 12-month period is \$150,000 or more but less than \$750,000 the offeror must show evidence of licensing as a Class B Contractor in the Commonwealth of Virginia.
- C. Only a Class A or Class B Contractor's license will be accepted. Each offeror shall list its Virginia Contractor Registration Number in the space provided on the Business Proposal Information Form. The contractor licensing requirements set forth herein shall apply to any subcontractors engaged to perform any portion of the work.

#### 21. FAIRFAX COUNTY LICENSE REQUIREMENTS

All Contractors doing business in Fairfax County, Virginia, shall obtain a license as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL tax should be directed to the Fairfax County Office of Assessments, telephone number 703-222-8234 or the website <a href="http://www.fairfaxcounty.gov/dta/businesstax\_home.htm">http://www.fairfaxcounty.gov/dta/businesstax\_home.htm</a>

# 22. <u>AUTHORIZATION TO TRANSACT BUSINESS</u>

The Contractor hereby represents and warrants as follows: (a) it has authorization to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law; and (b) it shall not allow its existence to lapse or its certification of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this contract.

The Commission may be reached at 804-371-9967 or 1-800-552-7945, or <a href="http://www.scc.virginia.gov/index.aspx">http://www.scc.virginia.gov/index.aspx</a>, email: <a href="mailto:sccinfo@scc.virginia.gov">scc.virginia.gov</a> or The State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23218-2696.

## 23. CONSTRUCTION SAFETY

The Contractor shall comply with the construction safety standards promulgated by the U.S. Department of Labor and by the Virginia Department of Labor and Industry.

#### 24. TAXES PAYABLE BY CONTRACTOR

All taxes payable with respect to the transactions contemplated hereby, including without limitation any amounts due to the Commonwealth of Virginia or the County of Fairfax shall be paid by Contractor. Sales and Use Taxes shall be included in all proposals.

## 25. USE OF CONTRACT BY OTHER BODIES

- A. Offerors are advised that the resultant contract(s) may be extended, with the 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 and conditions of the resulting contract. If any other public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. FCPS 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 (Appendix D).
- B. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
- C. Other public bodies desiring to use the 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.
- D. 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 contract 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 the public body.
- E. Fairfax County Public Schools and the Fairfax County School Board shall not be held liable for any costs or damages by another public body as a result of any award extended to that public body by the Contractor.

# 26. <u>INVOICING PROCEDURE</u>

- A. Each approved invoice shall be paid by the Owner within 45 days after the date of receipt by the Owner. Any amounts due under an approved invoice which are not paid within 45 days after the date of receipt by Owner shall bear interest at the rate of .5% per month until paid in full.
- B. The Owner may withhold such amounts otherwise due the Contractor as may be necessary in the opinion of the Director of Design and Construction (or his designee) to protect the Owner against loss or damage due to:
  - 1. defective Work not remedied;
  - 2. third party claims filed or reasonable evidence indicating probable filing of such claims as a result, in whole or in part, of the Work;
  - 3. failure of the Contractor to make payments properly to its subcontractors or subcontractor;

- 4. failure of the Contractor to perform the Work in accordance with, or to observe the requirements of, this Agreement;
- 5. liability, damage, loss or injury to persons caused by the act or neglect of the Contractor or any of its subcontractors or subcontractor in connection with the Work;
- 6. damage to the Owner or to another as a result, in whole or in part, of the Work; or breach by the Contractor of any material term or provision set forth in this Agreement.
- C. Within seven (7) days after receipt of each payment from the Owner, the Contractor shall: Pay each subcontractor and subcontractor an amount equal to the percentage of the Work attributable to such subcontractor or subcontractor, or notify the Owner, and the subcontractor or subcontractor in writing of the intention to withhold all or part of the amounts due the subcontractor or subcontractor, and state the reason for such nonpayment.
- D. The invoice shall contain the applicable contract number and sent to:

Fairfax County Public Schools Facilities Improvement Attn: Paul Scott, coordinator 8115 Gatehouse Road, Suite 3400 Falls Church, Virginia 22042-1203

#### 27. ORDER OF PRECEDENCE

In the event of conflict, the *Notice of Award* (provided at contract award), Special Provisions and General Conditions of this contract shall take precedent over the Offeror's response to this RFP.

#### 28. SUPERVISION BY CONTRACTOR

- A. It shall be the Contractor's responsibility to completely supervise and direct the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Contractor.
- B. At the project site the Contractor shall provide a supervisor or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the FCPS representative and shall be one who can continue in that capacity for the duration of that particular project involved, unless they cease to be on the Contractor's payroll. This individual must be able to communicate with FCPS employees in the English Language.
- C. The Contractor must insure that at all times, at least one (1) employee, at the project site is capable of communicating with FCPS employees in the English language

## 29. INSPECTION

- A. All work and materials shall be subject to a final inspection by an authorized representative of FCPS. Any omission or failure on the part of the FCPS representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at their own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.
- B. If the contract documents, the FCPS representative instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, the Contractor shall give the FCPS representative timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the FCPS

representative or other proper authorities be uncovered for examination at the Contractor's expense.

#### 30. WARRANTY

Contractor shall warrant the workmanship and materials against defects for a period of one (1) year from the date of final acceptance after all tests and inspections are complete.

- A. Any portion of the work supplied or performed by the Contractor, which fails within the warranty period shall be repaired or replaced by the Contractor without additional cost to the Owner. Repairs will be initiated within 24 hours of receiving a call from the FCPS representative during the warranty period.
- B. One (1) month prior to the expiration of the warranty, Contractor shall revisit the project with the FCPS representative to determine if any items require correction or if any items previously reported have not been corrected. If necessary, Contractor shall correct noted items even if correction work extends beyond the warranty expiration date.

#### 31. TIME OF START

The Contractor shall start work within seven (7) business days of receipt of Notice to Proceed

#### 32. FCPS'S REPRESENTATIVE

The Director of Design & Construction Services, 8115 Gatehouse Road, Suite 3500, Falls Church, Virginia 22042-1203, has designated <u>Paul Scott, 571-423-2260</u> as the point of contact. The Director, Design & Construction Services, may designate such other individual(s) as he deems necessary to assist in the administration of this Contract. These individuals shall have the authority to inspect the Contractor's performance.

#### 33. CONTRACT DOCUMENTS

The following documents shall be incorporated by reference in the resulting contract and become a part of said contract:

Request for Proposal (RFP)

Appendix A – General Conditions

Appendix B – RFP Check List & RFP Cover Sheet

Appendix C – Business Proposal Form, Business Proposal Pricing Schedule, Business Proposal Additional Services

Appendix D – Listing of Local Public Bodies

Appendix E - Fairfax County Construction Safety Resolution and Safety Violations Certificate

Appendix F – Sample Performance and Payment Bonds

Appendix G – Master File Temporary Classroom (Detail Drawing & Specifications dated 3-17-15)

~END OF SECTION~

#### 1. CONFLICT OF INTEREST

The provisions of the State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 *et seq.*) and Article 6 of the Virginia Public Procurement Act entitled "Ethics in Public Contracting" (Va. Code Ann. § 2.2-4367 *et seq.*) are incorporated herein by reference, and all Proposal Documents shall be deemed to incorporate appropriate reference to these provisions. The Contractor shall incorporate the above conflict-of-interest clause in each subcontract.

#### 2. INDEMNIFICATION

The Contractor hereby assumes all liability for and agrees to indemnify and hold harmless the FCPS and their members, officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees) and expenses resulting from any material breach of the representations, warranties and covenants of the Contractor contained in the Contract Documents or from any injuries to persons or property caused by the negligence of alleged negligence of the Contractor or his Subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this Contract.

#### 3. GOVERNING LAW

- A. The Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. In the event that there is a conflict between any provision set forth in the Contract Documents and the Code of Virginia, and specifically Section 2.2-4300 et seq. (the "Virginia Public Procurement Act"), the Code of Virginia shall control. The Contractor is cognizant of the provisions of the Comprehensive Conflict of Interest Act (Va. Code Ann. Section 2.2-3100 through 2.2-3127) and Article 6 of the Virginia Public Procurement Act entitled "Ethics in Public Contracting" (Va. Code Ann. Section 2.2-4367 through 2.2-4377).
- B. Legal Provisions Deemed Included: Each and every provision of any law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion. The Owner does not discriminate against faith-based organizations.

# 4. CONTRACT INSURANCE PROVISIONS

The Contractor shall, during the continuance of all work under the contract maintain the following insurance. Fairfax County Public Schools must be the certificate holder and named as an additional insured on policy.

- A. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- B. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
- C. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile

Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

#### 5. CONTRACT SECURITY

For each Relocation Services for Portable Classroom Trailer Project, to an individual FCPS owned site, that exceeds \$100,000, the successful offeror(s) shall within ten (10) days after issuance of a Notice to Proceed with Agreement, execute and deliver to FCPS the signed Agreement and shall furnish the following:

- A. A performance bond in an amount equal to 100 percent of the contract sum conditioned upon the faithful performance of the contract per the plans, specifications, and conditions of the contract.
- B. A payment bond in an amount equal to 100 percent of the contract conditioned upon the prompt and faithful payment of all persons and entities who have and fulfill contracts which are directly with the contractor for performing labor or furnishing materials in the prosecution of the work provided for in the contract.
- C. One or more certificates of insurance evidencing the types and amounts of insurance coverage required to be maintained by the Contractor under the Contract Documents, with FCPS listed as an additional insured.
- D. Any performance or payment bond required hereunder shall be executed by a surety company that is legally authorized to transact business as a surety in the Commonwealth of Virginia. In lieu of a payment bond and/or performance bond, the successful bidder may furnish a certified check or cash escrow in the face amount(s) required for such bond(s).
- E. Sample Performance and Payment Bonds (Appendix F).

#### 6. RELEASE OF BONDS

The Surety Corporation providing the bonds for this project shall obtain a written release from FCPS prior to the expiration date of the bonds.

#### 7. OWNER'S RIGHT TO TERMINATE FOR CAUSE

- A. In the event that the Contractor:
  - 1. Fails to perform the Work in accordance with the terms and conditions set forth in this Award and do not cure such failure within 3 business days after receipt of written notice from the Owner specifying such failure;
  - 2. Otherwise fails to perform any material obligation set forth herein; or
  - 3. Becomes insolvent, is adjudicated bankrupt, makes an assignment for the benefit of creditors or enters into bankruptcy or dissolution proceedings, then the Owner, without prejudice to any other rights or remedies it may have at law or in equity, shall have the right to terminate this Award by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect on the later of: (a) the date specified as the effective date of termination in the notice; or (b) if no such date is specified, the date of Contractor's receipt of such notice of termination.
- B. If, after issuance of a notice of termination under *Owner's Right to Terminate for Cause*, Section 7A, it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions *Owner's Right to Terminate for Convenience*, Section 8; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such

termination. In such event, any compensation due the Contractor pursuant *Owner's Right to Terminate for Cause*, Section 7; shall be offset by the cost to the Owner of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Work not yet furnished to, and accepted by, the Owner as of the effective date of any such termination.

#### 8. OWNER'S RIGHT TO TERMINATE FOR CONVENIENCE

- A. The Owner shall have the right to terminate this Contract at its own convenience for any reason by giving seven (7) days prior written notice of termination to the Contractor. The Contractor shall be paid an amount equal to the lesser of:
  - 1. The actual cost of any work, labor or materials actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus ten percent (10%) or
  - 2. The pro rata percentage of completion based upon the Proposal Breakdown plus the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the Owner. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work or consequential damages. The Owner and its authorized representatives shall have the right to verify any amounts claimed by the Contractor to be due under this Paragraph.

#### 9. CONTRACTOR'S DEFAULT AND TERMINATION

- A. The parties agree that:
  - 1. if the Contractor fails to begin the Work when required to do so; or
  - if, at any time during the progress of the Work, the Contractor is not prosecuting the Work with reasonable speed and diligence, or is delaying the Work unreasonably or unnecessarily; or
  - if the force of workmen or the quality or quantity of material furnished is not sufficient to insure completion of the Work within the Contract Period and in strict accordance with the Contract Documents; or
  - 4. if the Contractor fails to make prompt payments to suppliers or to Subcontractors for Work performed in connection with the Contract; or
  - 5. if the Contractor fails to cooperate in good faith with the Owner and/or any Separate Contractor, or in any manner of substance fails to observe the provisions of this Contract; or
  - 6. if any of the Work, machinery, or equipment is defective and is not replaced as herein provided.
- B. The Owner, without prejudice to any other rights or remedies it may have hereunder, shall have the right to declare the Contractor in default in whole or in part. In the event the Owner elects to declare the Contractor in default, the Owner shall notify the Contractor and his Sureties by written notice describing the nature of the default and providing the Contractor a right to cure such default within three (3) calendar days after the date of the notice, or within such longer period as the Owner, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period specified by the Owner, the Owner shall have the right to take any actions necessary to contract or complete the Work.

C. Any costs incurred in connection with completing or correcting the Work shall be deducted from the amounts then or thereafter due the Contractor. In the event such amounts are not sufficient to cover the costs incurred in connection with completing or correcting the Work, the Contractor and his Surety shall pay to the Owner the amount of any deficiency.

#### 10. CONTRACTOR CLAIMS FOR DAMAGE

- A. The Contractor must within five (5) days after the occurrence of the event giving rise to such claim, deliver to the Director of the Office of Design and Construction Services or his designee a written statement specifying that the Contractor has sustained such damage, and detailing the basis of the claim against the Owner with a breakdown of the nature and amounts of such damages, duly verified by the Contractor and notarized. This itemized breakdown shall be made to the fullest extent possible, otherwise the claim shall be deemed to be waived.
- B. The Director or his designee shall make a determination within twenty-five (25) days after receipt of the itemized breakdown, which decision shall be the final determination of the Owner.
- C. No claim by the Contractor shall be made for loss of anticipated profits due to delay or extension of contract completion time. The Contractor shall be entitled to an extension of time for such minor changes only for the number of days which the Owner determines to be necessary to complete such changes and only to the extent that changes actually delay the completion of the project, and then only if the Contractor shall have strictly complied with all the requirements of the Contract Documents.

#### 11. DISPUTED WORK

If the Contractor is of the opinion that any work required, by the Owner violates the terms and provisions of this Contract, he shall, within four (4) days of commencing such work or action, notify the Owner in writing. The Director, Office of Design and Construction or his designee, will make a determination within ten (10) days of the written request. Failure of the Contractor to so notify the Owner shall constitute a waiver and release of the Contractor's right to claim compensation for any work or damages resulting from such compliance.

#### 12. CORRECTION OF WORK

- A. The Contractor shall promptly correct any work, which fails to conform to the requirements of the Contract Documents (the "Rejected Work"), whether observed before or after completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs associated with the correction of any Rejected Work.
- B. The Contractor's obligation to correct defective or non-complying work shall continue for a period of one (1) year after the date of completion. The time period of this obligation may be extended by terms of warranties or other circumstances where required by law.

#### 13. LEGAL ACTION

No offeror, potential offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

#### 14. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard the FCPS's property from injury or losses in connection with this Contract. The Contractor shall at all times safely guard and protect their own work and that of adjacent property (as provided by law and contract documents) from damage. The Contractor shall replace or make good any such damage, loss of injury unless such be caused directly by errors contained in the contract documents or by the FCPS or by the FCPS's duly authorized representatives.

All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

#### 15. AUDITS

The Owner and its authorized representatives shall, until the expiration of three years from the date of final payment under these Contract Documents, have the right to examine and copy those books, records, accounts, documents, papers and other supporting data which involve transactions related to this Contract or which otherwise permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein (the "Records"), and the Contractor hereby covenants to maintain the Records in good order for such time and to deliver promptly the Records to the Owner within 5 days after its written request.

#### 16. SITE PROTECTION

- A. While work is in progress, new materials shall be covered or protected from dust, debris or damage.
- B. The Contractor shall maintain the job site in a clean, safe, orderly working condition and shall leave the premises completely clean each day.
- C. The Contractor shall be responsible for the repair or replacement of any roof, grass, asphalt pavement, building, or building contents damaged during the course of this Contract. In addition, any fencing removed by the Contractor shall be re-installed without any damage and to the satisfaction of the FCPS representative.
- D. The Contractor shall provide all necessary manpower, barricades, safety signs and protection needed to safely perform the required work during the Contract.
- E. All openings in building components required for installation of piping or wiring shall be cut, patched and repaired.
- F. All items (lights, pipes, fencing, etc.) that have to be removed during the course of this work shall be reinstalled or relocated as necessary to complete the project.
- G. Contractor shall protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing in accordance with American Concrete Institute standards.
- H. Smoke, dust and any construction odors shall not be allowed to enter the occupied building. Contractor shall provide exhaust fans, ducts, seal openings into the school, and if necessary, schedule work during off-hours to prevent problems during the times that students and teachers are in the building.

#### 17. SITE CONDITIONS

The contractor is expected to become familiar with, and take into consideration, site conditions which may affect the work and to have checked all dimensions at the site. No plea of ignorance of conditions that exit or may hereafter exist on the work site, or difficulties that may be encountered in execution of the work as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract documents and to complete the work for the consideration set forth therein, as a basis for any claim whatsoever.

#### 18. ALL WORK SUBJECT TO CONTROL OF FCPS REPRESENTATIVE

- A. In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the FCPS representative and shall perform all work to the satisfaction of the FCPS representative and at such times and places, by such methods and in such manner and sequence as he may require. The FCPS representative shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents, and any extra work orders and shall decide all other questions in connection with the work.
- B. The Contractor shall employ no plans, equipment, materials, methods or persons to which the FCPS representative objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the FCPS representative's permission. The FCPS representative shall confirm in writing, any oral order, direction, requirement or determination.
- C. The FCPS representative will control the work under the contract. The successful Offeror must perform all the work to the complete satisfaction of the FCPS representative. Examples given or statements made in the Special Provisions and the Contract Documents pertaining to the method of work performance are examples, only. Offerors should not assume that the FCPS representative's direction is limited to those items only, but applies to all work performed under this contract.

# 19. SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of an authorized representative of Design and Construction Services and/or their designee. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Design and Construction Services, the names, license numbers, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

#### 20. INCOMPETENT OR DISORDERLY EMPLOYEES

- A. Any employee of the Contractor appearing incompetent or behaving in a disorderly manner will be removed immediately upon the request of the FCPS representative. Any employee removed from a job site shall not again be on FCPS work site and/or property, unless the FCPS representative grants written consent.
- B. Alcoholic beverages, illegal drugs and weapons are prohibited on the job site. Possession of alcoholic beverages or illegal drugs, on the job site by the Contractor's employee, will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any job site without the written consent of the FCPS representative.
- C. The use of tobacco products, of any kind, is not permitted on School Board Property unless there is a designated smoking area.
- D. The Contractor hereby certifies that neither the Contractor nor any employee of the Contractor who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

#### 21. NO EMPLOYMENT OF UNAUTHORIZED ALIENS

The contractor hereby covenants and agrees that it does not, and shall not during the Term of the Notice of Award; knowingly employ an unauthorized alien (as such term is defined in the Federal Immigration Reform and Control Act of 1986).

#### 22. PERMITS, FEES AND NOTICES

- A. Compliance with Laws and Regulations; Required Permits. The Contractor shall comply with all Laws and Regulations and shall obtain, at its expense, all permits, licenses and other authorizations necessary for the prosecution of the Work, except that the Owner shall obtain, at its expense, the General Building Permit and/or any easement agreement necessary and indispensable to the completion of the Project.
- B. Conflict with Laws and Regulations. The Contractor shall be responsible for giving all Notices and complying with all Laws and Regulations. In the event that the Contractor determines that the Contract Documents, or any of them, do not conform in any respect with any Law or Regulation, he shall promptly inform the Owner of such fact in writing. Any required change shall be adjusted by Work Order and incorporated into a subsequent Change Order. If the Contractor performs any Work knowing it to be in conflict with any Law or Regulation without prior notification to the Architect and Owner, the Contractor shall accept all responsibility and bear all costs relating thereto.
- C. When applicable, the Contractor shall be responsible for acquiring any Virginia Department of Transportation ("VDOT") permits required for the Project. The Contractor shall be responsible for all application fees, bonding costs and inspection fees associated with such permits. When applicable, the Owner shall pay the Civil Engineer of Record for any costs incurred for additional engineering services required by VDOT in order to obtain these permits.

#### 23. CHANGE ORDERS

- A. Owner may initiate changes by submitting Proposed Modification to Contractor. Request will include:
  - 1. detailed description of the Change, Products, and location of the change in the Project;
  - 2. supplementary or revised Drawings and Specifications;
  - 3. a specific period of time during which the requested price will be considered valid, which shall be 90 calendar days, unless otherwise stated;
  - 4. the specific action to be initiated by the Contractor;
  - 5. mutually agreed upon between Owner and Contractor.

#### 24. CLEANING

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, tools equipment, machinery and surplus materials shall be removed from and about the job. The Contractor shall clean all building surfaces and leave surrounding work area clean.
- B. In case of dispute FCPS may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost the FCPS representative shall determine to be fair and equitable.

#### 25. NON-DISCRIMINATION

The contractor covenants and agrees as follows:

A. During the Term, the contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the Contractor.

- B. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- C. The contractor, in all solicitations or advertisements for employees placed by or on behalf of firm, will state that the firm is an equal opportunity employer.
- D. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, and regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

#### 26. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

- A. FCPS 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 FCPS programs, activities and services. FCPS contractors, subcontractors, consultants, vendors, and/or suppliers are subject to this ADA policy. All individuals having any FCPS contractual agreement must make the same commitment.
- B. Your acceptance of this contract acknowledges your compliance with ADA.

#### 27. NEWS RELEASED BY CONTRACTORS

As a matter of policy, FCSB and FCPS do not endorse the products or services of any contractor. News releases concerning any resultant contract from this solicitation will not be made by the contractor without the prior written approval of FCPS. All proposed news releases will be routed to the FCPS Director, Office of Design and Construction Services for review and approval.

~END OF SECTION~

# **RFP CHECKLIST**

Offerors must submit proposals per Special Provisions Section 16, *Submission of Proposals*, clearly mark sealed envelope(s) RFP #17-011 and at a minimum contain the following:

- A. RFP Cover Sheet (Appendix B)
- B. Technical Proposal To Include:
  - 1. Statement of Qualifications
    - a. Capability of Offeror and size
    - b. Maximum Bonding Capability
    - c. Organizational and Staff Experience
    - d. Budget and Time Requirement Samples
    - e. Location of Offeror
    - f. Workload
  - 2. Detail of Approach to Relocation Services Portable Classroom Trailers
  - 3. Proposed Team
  - 4. References
  - 5. Fairfax County Construction Safety Resolution and Safety Violations Certificate (Appendix E)
- C. Business Proposal (Appendix C)
  - 1. Information Form
  - 2. Pricing Schedule
  - 3. Additional Services

# **RFP COVER SHEET**

# **Relocation Services, Portable Classroom Trailers**

The undersigned Offeror acknowledges that it has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions and received all addenda.

Offeror	
Address	
Telephone Number Fax Number	
Person who can respond authoritatively to any questions about	ut this proposal:
Name and Title	
Phone Fax	
Email Address	
Principal's Name (Signature)	
Principal's Name (Printed)	
Federal ID Number	15
Small Business Minority Business Woman-Ov	ned Business
Check here if all information on your application submitted is considered information subject to the provisions of subsection F of §2.2-4342 (Section 13, <i>Trade Secrets/Proprietary Information</i> ).	

# BUSINESS PROPOSAL INFORMATION FORM

Name	of Offeror:				
Virgini	a Contractor's Registration Number:				
Offero	r's Mailing Address for Notices:				
Offero	r's Designated Contact Person:				
Teleph	none Number:				
Fax N	umber:				
Email	Address:				
TO: Fairfax County Public School (the "Owner") 8115 Gatehouse Road, Suite 3500 Falls Church, Virginia 22042-1203					
RE:	Relocation Services, Portable Class	room Trailers			

# BUSINESS PROPOSAL PRICING SCHEDULE

Offerors must complete each box under each trailer category (Ref: Special Provisions, Section 3)

Relocation Services for Portable Classroom Trailers on the pricing schedule should include the total price for each trailer category in Options A, B, C and D:

Single Trailer (One (1) 14' x 48' section) Duplex Trailer (Two (2) 12' x 60' sections) Quad Trailer (Four (4) 12' x 60' sections)

Option A - Disassembly	Single Trailer	Duplex Trailer	Quad Trailer	
Total cost per Special Provisions	¢	4	¢	
Scope of Work Paragraph 3, A	Ψ	Ψ	Ψ	

Option B - Assembly	Single Trailer	Duplex Trailer	Quad Trailer	
Total cost per Special Provisions Scope of Work Paragraph 3, B		\$	\$	

Option C - Transportation	Single Trailer	Duplex Trailer	Quad Trailer	
Total cost per Special Provisions Scope of Work Paragraph 3, C		\$	\$	

Option D – Demolition	Single Trailer	Duplex Trailer	Quad Trailer	
Total cost per Special Provisions Scope of Work Paragraph 3, D		\$	\$	

# **BUSINESS PROPOSAL ADDITIONAL SERVICES**

# **Facilities Modifications Projects, Contractor Application Form**

All offerors shall submit a new or updated Facilities Modifications Projects, Contractors Application Form located on FCPS website. <a href="www.fcps.edu">www.fcps.edu</a>, search for Design and Construction Services, scroll to Facilities Modifications Projects, Contractors Application Form. Print application, fill out, sign and submit as Business Proposal Additional Services.

# **LISTING OF LOCAL PUBLIC BODIES**

REFERENCE SPECIAL PROVISIONS SECTION 25, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

Alexandria Public Schools, VA	Manassas, Virginia
Alexandria Sanitation Authority	Manassas City Public Schools, Virginia
Alexandria, Virginia	Maryland-National Capital Park & Planning Commission
Arlington County, Virginia	Metropolitan Washington Airports Authority
Arlington Public Schools, Virginia	Metropolitan Washington Council of Governments
Bowie, Maryland	Montgomery Community College
Charles County, Maryland	Montgomery County, Maryland
Charles County Public Schools, MD	Montgomery County Public Schools, MD
Chevy Chase Village, MD	Northern Virginia Community College
Clark County Administrative Services	Northern Virginia Regional Commission
College Park, Maryland	Orange County Public Schools, Virginia
Culpeper County, Virginia	Prince George's County, Maryland
Culpeper County Public Schools	Prince George's County Public Schools, MD
District of Columbia	Prince William County Public Schools, VA
District of Columbia Courts	Prince William County, Virginia
DC Water and Sewer Authority	Prince William County Service Authority
District of Columbia Schools	Rappahannock County Public Schools, VA
Fairfax County Water Authority	Rockville, Maryland
Fairfax, Virginia (City)	Shenandoah County Public Schools, VA
Fairfax County Government	Spotsylvania County Schools, Virginia
Falls Church City Public Schools	Stafford County, Virginia
Falls Church, Virginia	Stafford County Public Schools, Virginia
Fauquier County, Virginia	Takoma Park, Maryland
Fauquier County Schools, Virginia	Vienna, Virginia
Frederick City, Maryland	Upper Occoquan Sewage Authority
Frederick County Maryland	Virginia Railway Express
Frederick County Schools, Maryland	Washington Suburban Sanitary Commission
Gaithersburg, Maryland	Washington Metropolitan Area Transit Authority
Greenbelt, Maryland	Winchester Public Schools
Herndon, Virginia	Others
Leesburg, Virginia	
Loudoun County Sanitation Authority	
Loudoun County, Public Schools, VA	
Loudoun County, Virginia	
Madison County Public Schools, VA	
Manassas Park Public Schools, VA	

	R PROPOSAL PACKAGE – A NEGATIVE REPLY WILL NOT AFFECT ACT AWARD SHALL NOT BE MADE WITHOUT THIS FORM.
Contractor Name	Signature and Title

# Fairfax County Construction Safety Resolution

The Contractor shall abide by, and shall be subject to, the Fairfax County Construction Safety Resolution, as adopted by the Fairfax County Board of Supervisors on December 8, 2003, and as excerpted and modified below.

- A. Each proposal submitted for a contract for construction, alteration, and/or repairs, shall include a list of all the following actions:
  - 1. Willful violations, violations for failure to abate, or repeated violations, for which the Offeror was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan for any other public jurisdiction; or
  - 2. Three (3) or more serious construction safety violations for which the Offeror was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan from any other public jurisdiction.
  - 3. Termination of a contract between the Offeror and any public entity by its purchasing agent or his designee for safety violations.
- B. If the Offeror has not received or been the subject of any such violations referenced in paragraph A in the three (3) years prior to the proposal submission, then the Offeror shall so indicate by certification of Safety Violations. The offeror will also indicate on this form each state in which work was performed in the three (3) years prior to the bid submission.
- C. No construction contract, as discussed above, may submit a proposal by any Offeror or contractor who has been the subject of any citations for the type and number of violations listed in paragraph A, above, which have become final within three (3) years prior to proposal submission.
  - Notwithstanding the language of paragraph C, above, any Offeror or contractor who
    has been the subject of a violation, as described in paragraph A(1), which has become
    final within three (3) years prior to proposal submission, may submit a proposal, if the
    Offeror or contractor satisfactorily passes an eligibility evaluation, as determined by
    FCPS.
  - 2. Notwithstanding the language of paragraph C, above, any Offeror or contractor who has been the subject of the type and number of violations as described in paragraph A(2), which have become final within three (3) years prior to proposal submission, may submit a proposal, if the Offeror or contractor satisfactorily passes an eligibility evaluation, as determined by FCPS.
  - 3. Notwithstanding the language of paragraph C, above, any Offeror or contractor who has previously been terminated from a County contract, as described in paragraph A(3), within three (3) years prior to the proposal submission, if the Offeror or contractor satisfactorily passes an eligibility evaluation, as determined by FCPS.
- D. Prior to submitting a proposal on a project under the provisions of paragraph C above, a contractor may request that a determination be made regarding its eligibility to submit a proposal on a contract under the terms of this resolution. However, this request for

determination and any subsequent adjudication process must be completed prior to submitting a proposal on any project and the request for determination (including all information required) must be received by FCPS no later than twenty-one (21) days before bids are due, unless otherwise stated in the RFP Advertisement. The information required to be submitted by the Offeror for evaluation is stated in the County Safety Resolution and is available from the FCSB's Office of Design and Construction Services. The determination of eligibility rendered by the Director of Design & Construction or his designee shall be final.

- E. No Contractor or Subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U. S. Department of Labor or by the Virginia Department of Labor and Industry.
- F. No contractor awarded a School Board construction contract shall knowingly employ or contract with any person, company, or corporation for services pursuant to that contract if such person, company, or corporation could not have been awarded such contract due to the restrictions above.

# **SAFETY VIOLATIONS CERTIFICATE**

Offerors disclosure pursuant to Safety Resolution (Ref: Special Provisions Section 7, Technical Proposal Instructions, Paragraph F)
List of public jurisdictions (states and District of Columbia) in which Offeror performed work in the three (3) years prior to bid submission:
(Legal Name of Bidder)
By:(Signature of Offeror's Authorized Representative)
Printed Name:
Title:
Date:
Offeror's Virginia Contractor's Registration Number:
State in which Offeror's Principal Office is Located:

#### PERFORMANCE BOND

KNOW ALL ME	N BY THESE PRESENTS, that we	2,	
of (hereinafter ca	alled the "Principal"), and		, a corporation organized and existing
under the laws o	of the State of,	with its principal office	e in the City of and
			ty (hereinafter called the "Surety"), are
			hereinafter called the "Obligee") in the
			States of America for the payment of
			es, their heirs, executors, administrators,
	ssigns, jointly and severally and fill of the Contract Documents for the I		to perform all Work in accordance with
the requirements (	of the Contract Documents for the I	Project.	
·		called the	the Obligee, dated as of the day of "Contract"), for made a part hereof;
WHEREAS, the liperformed under t	1 0	curity with respect to it	s obligation to perform the work to be
	Principal desires to furnish this P d to be provided to the Obligee.	Performance Bond in lie	eu of a certified check or cash escrow
	ORE, THE CONDITIONS OF THE or assigns, or any of them shall:	ABOVE OBLIGATIO	NS ARE SUCH THAT, if the Principal
	the Contract, and each and eve provisions to be performed by the and specifications, and complete t amended from time to time by the Obligee from all costs and damage so and fully reimburse and repay the	ry of the covenants, per Principal set forth there he same within the time ne parties thereto, and set which it may suffer the Obligee all costs and	anner perform or cause to be performed promises, agreements, warranties, and rein, in strict conformity with the plans a period specified therein, all as may be fully indemnify and save harmless the py reason of the Principal's failure to do expenses which it may incur in making and void, otherwise they shall remain in

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations:

- (a) In no event shall the Surety, or its successors or assigns be liable hereunder for a greater sum than the amount of this bond.
- (b) No action on this bond shall be brought unless within one year after: (i) completion of the Contract, including the expiration of all warranties and guarantees; or (ii) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

The Surety, for value received, on behalf of itself and its successors and assigns, hereby stipulates and agrees that the obligations of the Surety and of its successors and assigns under this bond shall not in any manner be impaired or affected by: (a) any extension of time, modification, omission, addition or amendment of or to the Contract or the work to be performed thereunder; (b) any payment thereunder before the time required therein; (c) any waiver of any provision thereof; or (d) any assignment, subletting or other transfer of all or of any part thereof or of any work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, does hereby waive any right to receive notice of any and all of such extensions, modifications, omissions, additions, amendments, payments, waivers, assignments, subcontracts and transfers.

The Surety hereby stipulates and agrees that, in the event that the Obligee declares the Principal to be in default, the Surety will promptly, at the Obligee's election: (a) perform and complete the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein with a duly licensed and qualified contractor designated by Obligee; (b) obtain bids from qualified contractors for completing the work to be performed under the Contract in accordance with the terms, conditions and covenants set forth therein and, upon determination by the Obligee and the Surety of the lowest responsible and responsible bidder, (i) arrange for a contract between such bidder and the Obligee and (ii) make funds available directly to the Obligee, or to such contractor(s) as the Obligee shall designate, to pay the costs of completion less the balance of the contract price as such may have been adjusted by change order (such amount, including other costs and damages for which the Surety may be liable hereunder, not to exceed the penal sum set forth in the first paragraph hereof); or (c) remedy the default. The Surety further stipulates and agrees that, within 45 days after its receipt of written notice from the Obligee specifying the Obligee's election of (a), (b) or (c) above, the Surety shall have resumed performance of the work or shall have caused the performance of the work to have been resumed, in accordance with the Obligee's election. In the event the Surety fails to resume the Work within such 45 day period, the Obligee may elect to perform or arrange for the performance of the Work at the sole cost and expense of the Surety in addition to any other rights and remedies available to Obligee. As employed herein, the phrases (i) "balance of the contract price" shall mean the total amount payable by the Obligee to the Principal under the Contract after all proper adjustments have been made, less the aggregate of all amounts paid by the Obligee to the Principal thereunder and (ii) "resume the Work" shall mean the commencement and diligent performance of actual work activities at the site, as demonstrated by discernable daily progress at the rate contemplated by the Contract. All payments to be made by the Surety hereunder shall be paid within thirty (30) days after the Surety's receipt of a request or demand therefor.

The Obligee's omission to call upon the Surety in any instance shall in no event release the Surety from any obligation hereunder.

All notices, requests, demands and other communications which are provided hereunder, shall be in writing and shall be deemed to have been duly given upon the hand delivery thereof during business hours, or upon the earlier of receipt or three (3) days after posting by registered mail or certified mail, return receipt requested, or on the next business day following delivery to a reliable overnight delivery service, if to the Principal or the Obligee, to the addresses set forth in the Contract, and if to the Surety, to the address set forth beneath its signature.

The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.

Unless the context requires otherwise, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Principal and Surety have catheir duly authorized representatives as of the day of	aused this Performance Bond to be signed and sealed by, 20
	Principal
(SEAL)	By: Name: Title:
	Address:
	Surety
(SEAL)	By:Attorney-in-Fact (Attach Copy of Power of Attorney)
	Name:
	Address:
Countersigned for the Commonwealth of Virginia:	
By: Resident Agent	
Address:	

#### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we,			of (hereinafter				
called the "Principal"), and	lled the "Principal"), and			, a corporation created and existing under the laws			
of the State of		, and 1	having its pr	incipal office in the	City of		
and authorized to transact but							
held and firmly bound unto F	AIRFAX COUNTY SCHOO	L BOARD (hea	reinafter calle	d the "Obligee" in th	e sum of		
Dollars (\$)	lawful money of the United S	tates of Americ	ca, for the pay	ment of which well	and truly		
to be made, the said Principa	al binds itself and its success	sors and assign	s, and the sa	id Surety binds itsel	f and its		
successors and assigns, all join	intly and severally, firmly by	these presents	to pay for all	labor performed and	material		
furnished in accordance with	the Contract Documents for the	ne Project.		-			
WHEREAS, the Principal has	s entered into a certain writter	n agreement wi	th the Oblige	e, dated as of the	day of		
	(hereinafter	called	the	"Contract)",	for		
, which Con	tract is by reference made a p	art hereof.					

WHEREAS, the Principal is obligated to furnish security with respect to its obligation to pay for all labor performed and material furnished pursuant to the Contract; and

WHEREAS, the Principal desires to furnish this Payment Bond in lieu of a certified check or cash escrow otherwise required to be provided to the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the Principal and its successors or assigns, or any or either of them shall:

Pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the Principal, and of its successors or assigns, or of any subcontractor or any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its assigns, or any subcontractor or any assignee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of subcontractors and of materialmen and other third persons arising out of or in connection with the Contract and the work, labor, services, supplies and materials furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

All persons who have performed or rendered services, as aforesaid, all subcontractors, and all a. persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with the Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal and its successors, and assigns and/or the Surety and its successors and assigns) against the Principal and its successors, and assigns and/or the Surety and its successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished, or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, then in any such State. Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceedings (but not later than one year after the performance of the Contract including the expiration of any warranty or guarantee) and to have such claim adjudicated in such action and judgment tendered thereof. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid,

such person, firm or corporation shall furnish the Obligee with a bond of indemnity for costs, which bond shall be in a form and in an amount satisfactory to the Obligee.

- b. Neither the Surety nor its successors or assigns shall be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.
- c. In no event shall the Surety, or its successors or assigns be liable hereunder for a greater sum than the amount of this bond, or subject to any suit, action or proceeding thereon that is instituted by any person, firm or corporation under the provisions of the above section(s), later than one year after such person last performed labor or last furnished or supplied materials.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of the Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by a waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed or of any moneys due or to become due thereunder; and the Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees, shall have the same effect as to the Surety and its successors and assigns, as though done or omitted to be done by and in relation to the Principal.

The Principal, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Obligee to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor services, supplies or material, performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Obligee to require the foregoing provisions to be placed in this bond.

Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made on behalf of such potential beneficiary.

The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.

Unless the context requires otherwise, capitalized terms not otherwise defined in this Bond shall have the meanings assigned to them in the Contract Documents.

[SIGNATURES ON FOLLOWING PAGE]

## RFP #17-011 Appendix F

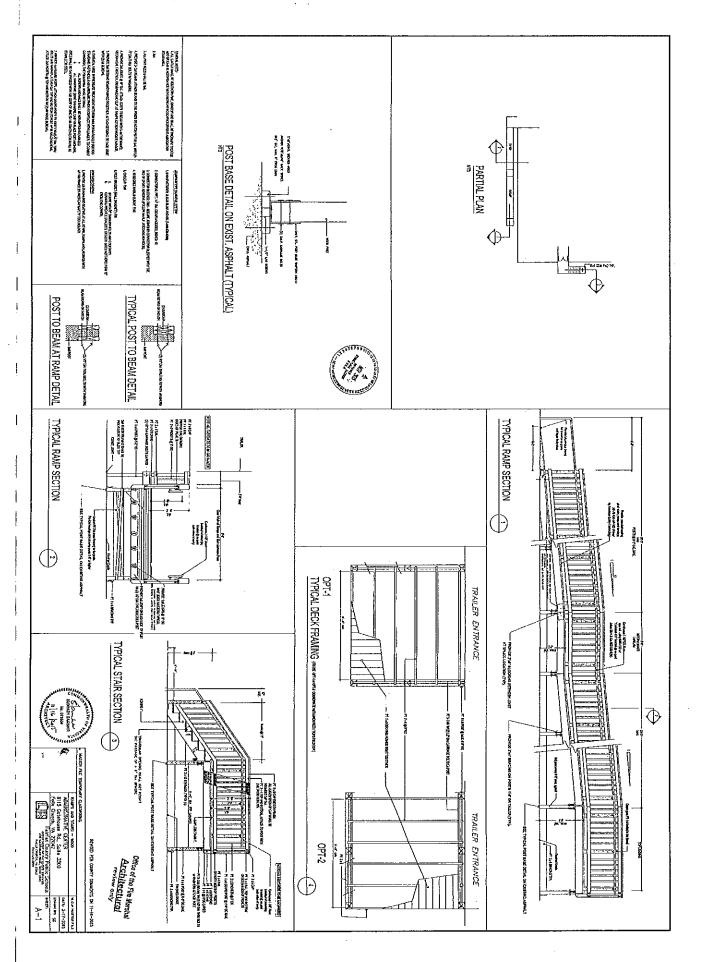
IN WITNESS WHEREOF, we have hereunto set our sign pursuant to due authorization.	gnatures and seals thisday of, 20, all
	Principal
(SEAL)	By: Name: Title:
	Address:
	Surety
(SEAL)	By:Attorney-in-Fact (Attach Copy of Power of Attorney)
	Name:Title:
	Address:
Countersigned for the Commonwealth of Virginia:	
By:Resident Agent	
Address:	

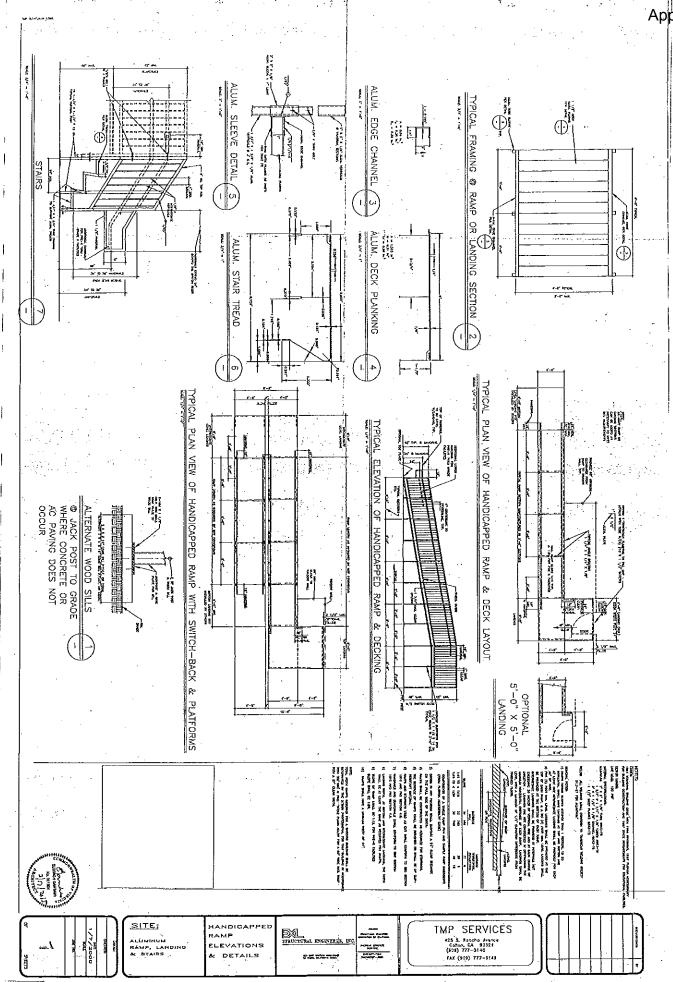
## [[4] books | books | 600 | [40] ABBREVIATIONS STANDARD STEEL STEEL SUSPENDED TACK BOARD TYPICAL VINYL BASE VINYL BASE VINYL COMPOSITION TILE FIRE BLANKET FIRE EXTINGUISHER GAUGE GAS SHUT OFF VALVE HARDWARE ADJUSTABLE ABOVE FINISHED FLOOR BOTTOM BOARD ON CENTER PAPER TOWEL DISPENSER PARTITION SOLID CORE WOOD DOOR SHEET DNCRETE MASONARY UNITS ALE PA DUPLLX 24-00 03AD 46460 SHEET INDEX 4 0 2 0 9 9 9 9 TOOK PURE CROSS STORY CROSS STORY COVER PURE CTAVION CHOCK STOWN LTOOK NETT CHOCK SHETLE COMEN SACTI THE, RAME AND STAIRS DOTALS — WOOD THE, RAME AND STAIRS DOTALS — ACCIONALIA THE, RAME AND STAIRS DOTALS — ACCIONALIA 2. Handral (Xtdison Horizontally Nin, 12" devond top histor Compile: 10 (Xdpe: 12" devond dotton pistor L OCOIX LOUIS UN. INFORMAT DISTRIBUTED CHE LOUD = 106 PSF NN. COVICERRATED COMD = 300 PSF NAME CHANGE COLUMN RAMPS AND STAIRS HE ONDIRE ADMISS WILL BE HERMOTH WITH THE CLASSROOMS ARE INSTITUTE A MARKENIE STEIN STORM WHILE THE MARKENIE STEIN WHICH THE PROPRESSION OF THE PR CODE INFORMATION HE ACCESSION THAT SON DOLL HOLL THE BINN ONLY VICENDALL DIREVING. WIT OF BEONED WITH rinher Comp Certification Letter Held is provided by the Architect definic medalulity of Glashaday Fercific 2010d. Into. PLIMBAR FACIANDS REQUISIONES. AN THALLES ARE AUGUS TO SPECIAL GOIGOL, STEL, THE CHET, TOLET PATURE COUNT THE EXPANIZATION OF OFFICIAL ACCOUNTY AND WELL DE CHICLEGO WITH THE DUILLING PETAMT SUDUNCTION. WIT MANERY BUT HAVE A RIMINIM OF SA, DEEL LOODINGS. . Proposed Area c. Area at soch trake = $\{4^{\circ} \times 45^{\circ} + 972.5^{\circ}\}$ b. Movement member at traken in a group = 14250 / 872 = 21NIRMUM PRIC SEPARATICA DISTANCE: 28 PCET FROM CHET DIGG. AND 25 PCET FROM PROP. UNIC UNIC OF CONSTRUCTION Asymptotes for tendage Accurate - Remarks of a finite group of chairs formed an a public seg or gown quees - Remarks of a finite group of chairs formed and compared and chairs of grant for 10 test. - Calment descript collected belows for the chairs of chairs of chairs and a \$200 + 4720 or 4220 of chairs formed and a \$200 + 4720 or 4220 of chairs formed and chairs for the chairs of HOT SPRINKED STINNING TON TOLIZ INC. ARROC Plans and: Approved as noted Not approved, Connect & resubmit ype of Construction (ISIL-).\_\_\_ **GENERAL NOTES** Receipt of Polifox - Bunding Flow Review A temperary characterism. Colle plane will be submitted to the fire Marchall for recitate the seat in the latter retreatment of refreement of a temporary classroom. A.H. Maylo D HAPP ANT OF CARDITO POPULALLY ALEA WHOL OL HE CONTINCE PROPERTY OF DELIVER OF DELIVER OF THE CONTINUE. OF THE CONTINUE SHARKED AS A CONTINUE WHITH AND ASSOCIATION WHITH ASSOCIATION W THE METERALS TO PAIGN CHOING MICHE CONCURRENCES AND COLORES AND MATERIALS TO PAIGN CHOING MICHE CONCURRENCES AND COLORES AND MATERIALS AND COLORES AND MATERIALS AND COLORES AND MATERIALS AND COLORES AND MATERIALS AND COLORES AND COLOR A REMAIND ON THIS PROJECT WIST HISTORY TO THE ACHERIC CHIEF. INC. MICH. AND INCOLUSE A SCHOOL PAUMOCUI IN UMBIC. WHICH HUST INCOLUSE. ADMINISTRATIVE CONTER 8115 Catchause Rd., Suite 3500 F列는 Church, YA 22042 Z/ (4) DATE: 3-17-2015 S.O. P HASTER FOR

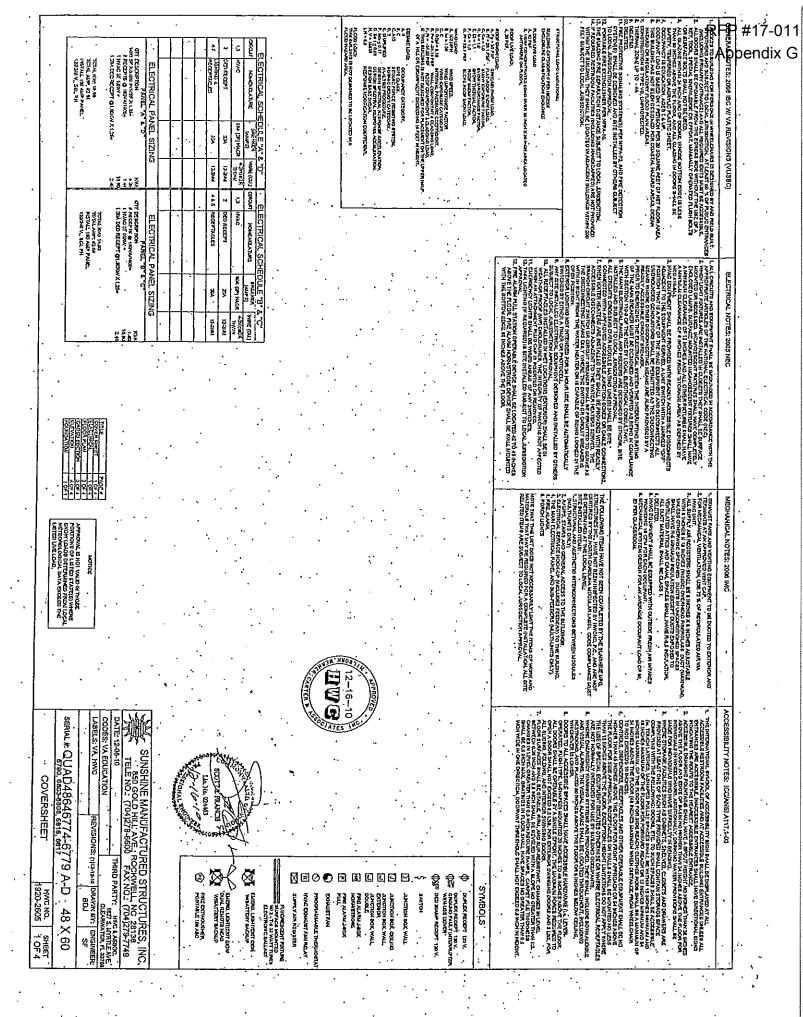
## MASTER FILE TEMPORARY CLASSROOMS

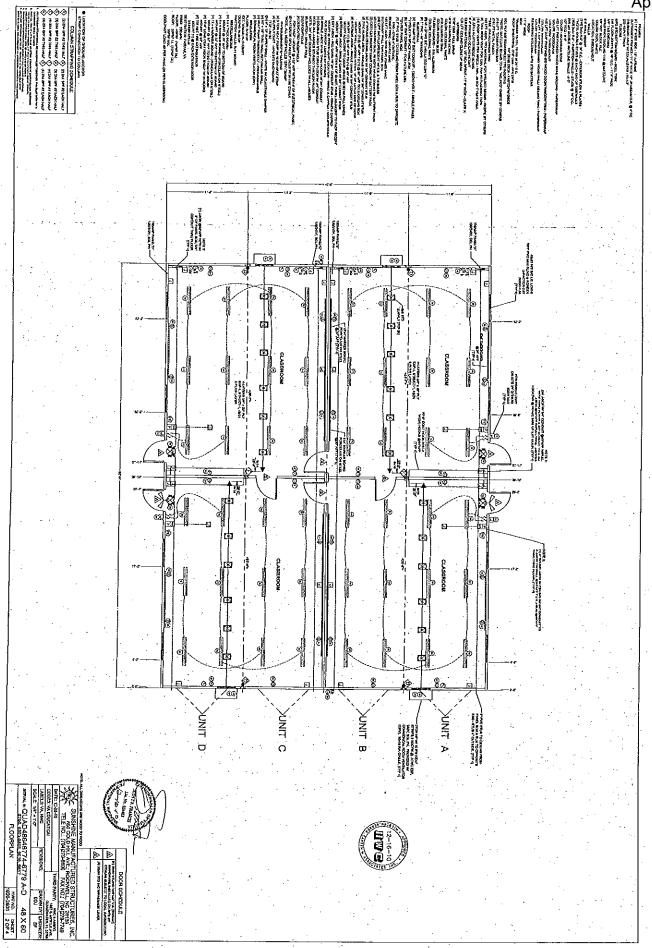
FAIRFAX COUNTY PUBLIC SCHOOLS

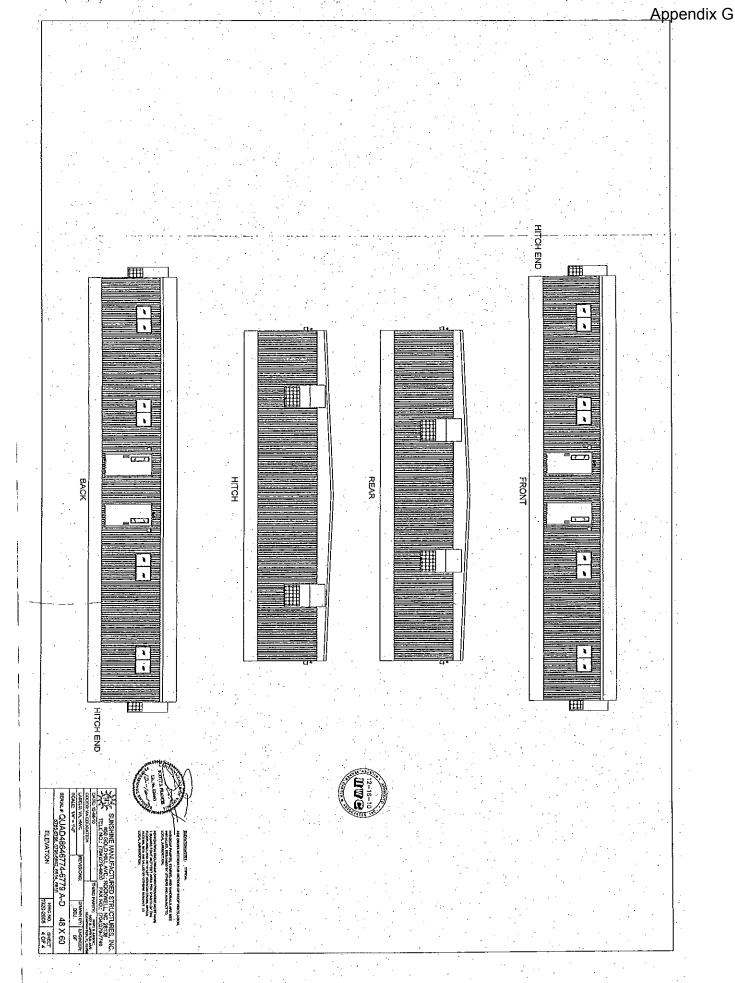
/1 REVISED HER COUNTY COMMENTS ON 11-16-2015

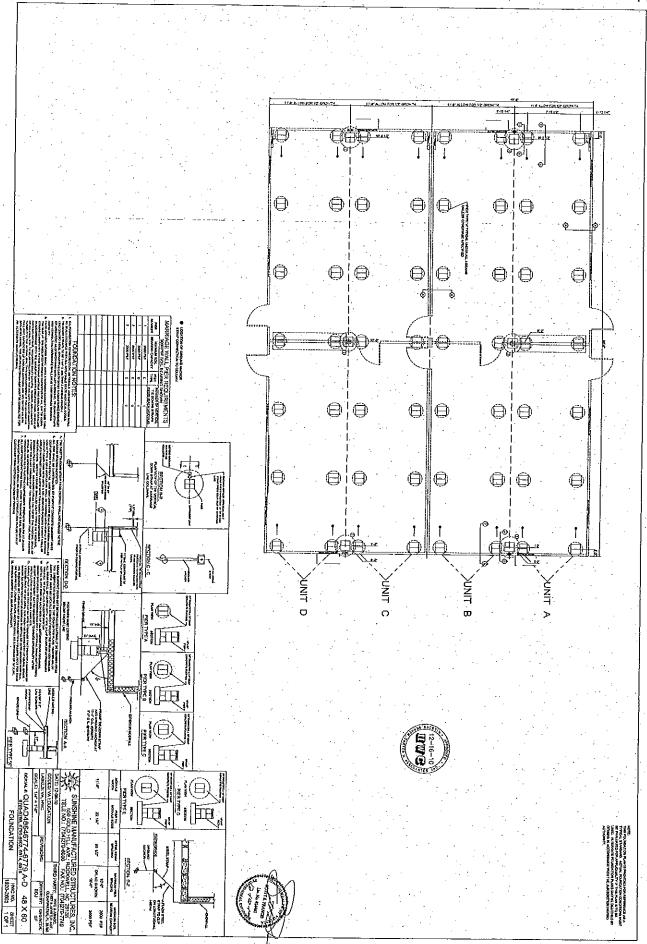




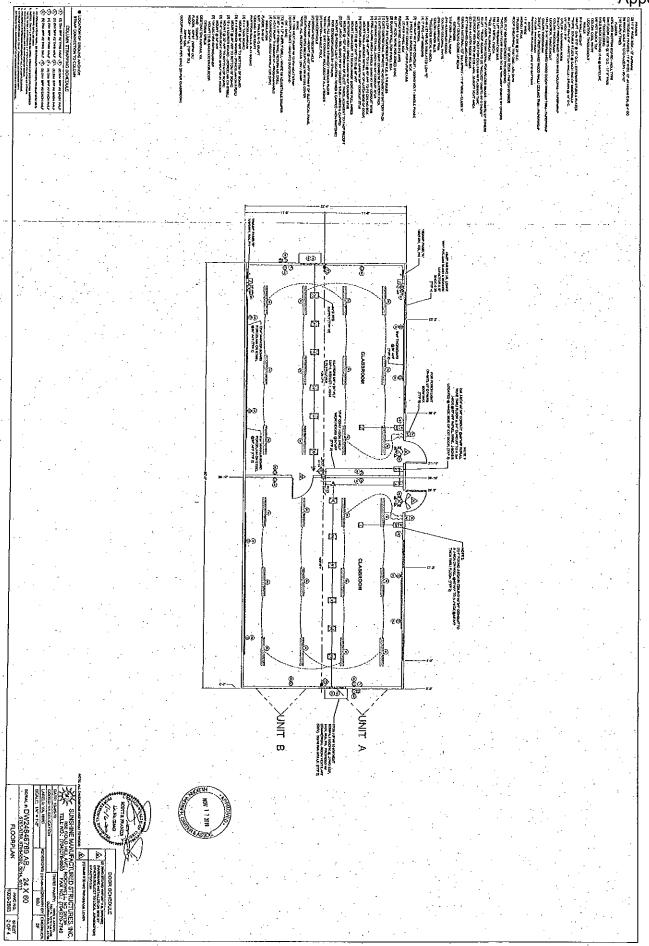


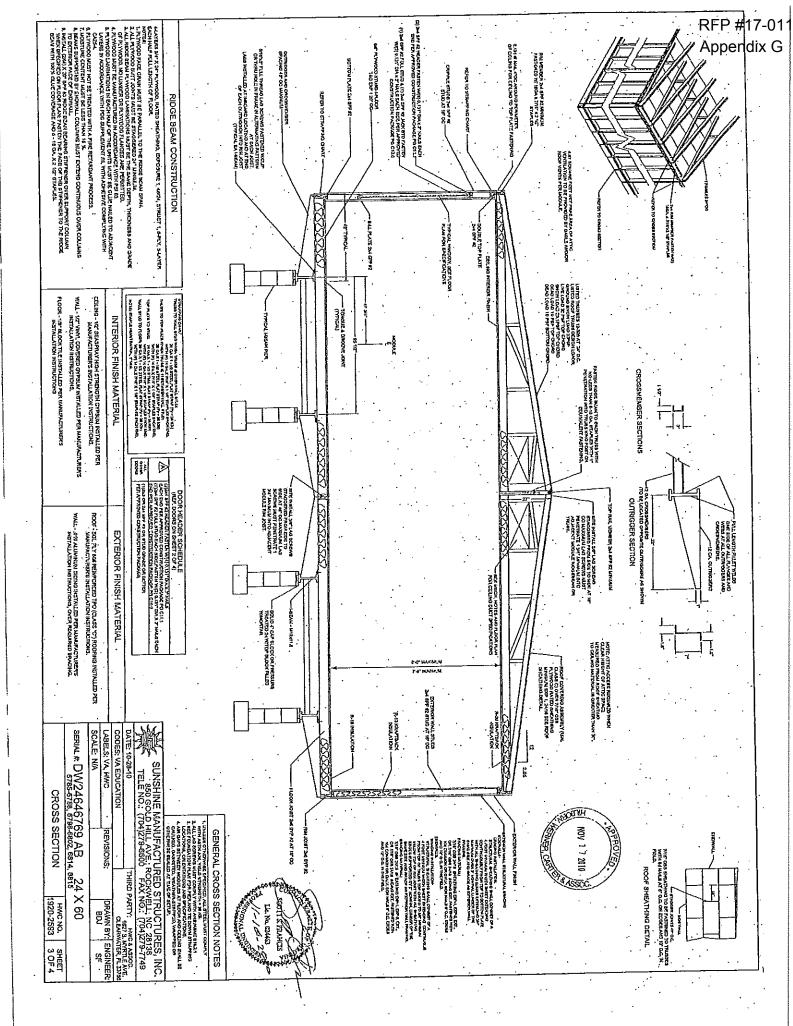




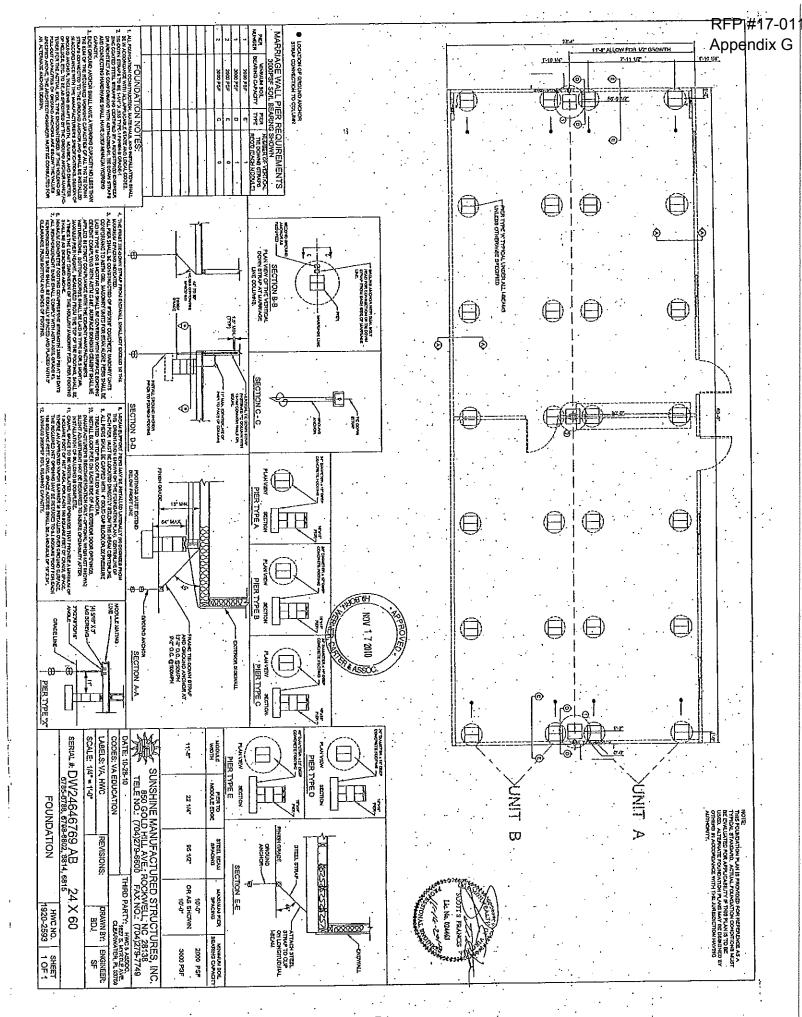


		ACCOUNT TOT BH  ACCOUNT TO THE BHY  BELIEF TO TO THE BHY TO THE BHY TO THE BHY	70.00 10.00 2.00	ELECTRICAL PANEL SIZING ELECTRI	4-75 MOSTFICES 20 12-204 des RECEPTACIES	MANUE PT 20A 112-SHA 122-SHA 1	ш		THE MELDING IS NOT CENTONED TO MELOCATED IN A	ADMINITARY CONTROPRY  ACAD STREET REGISTROPRY  ACAD STREET REGISTROPRY	AND THE CONTROLLED THE CONTROLLED	A P. S. P. P. C. ARRUMEN MAN AND AND AND AND AND AND AND AND AND A	ETRICUTURAL LOSO LIMANDONE BILLING CATRONEL PER BECCOM BILLING CATRONEL PER BECCOM BILLING CATRONEL PER BECCOM BILLING CATRONEL PER BECCOM BILLING CONCESSION CONCESSION NATIONAL MEDICATES AMMENICAN LOSO BILLING CONCESSION CONCESSION NATIONAL MEDICATES ROPE PROVINCIANO BILLING CONCESSION NATIONAL MEDICATES ROPE PROVINC	TO LOCAL LIMBOSCITION APPROVAL PORTACE PRE CENTRAL PROVIDENCE TO LOCAL LIMBOSCITION THE QUILLING PIRE GENERALION OIRTHANGE SILLECT TO LOCAL LIMBOSCITION THE QUILLING PIRE GENERALION OIRTHANGE SILLECT TO LOCAL LIMBOSCITION THE QUILLING PIRE GENERALION OF COLUMN TO LIMBOSCITION THE SILLING THE SILLING THE CONTEST NALACIONE GUILLINGS WITHIN 200 THE SILLING THE LOCAL LIMBOSCITION THE SILLING THE LOCAL LIMBOSCITION	COCCEST TO BILLING FOR PERSONE IN YNDEZICHMEG IS GEGONACD IN AND FRIID DILL'I IN CONTRIN MAN BILLONGTO (AL THE MOTE IN CONTRIN MAN BILLONGTO (AL THE CONTRIN MAN BILLONGTO (AL THE MOTE IN CONTRIN MAN BILL MAN BILLONGTO (AL THE MOTE IN CONTRIN MAN BILLONGTO (AL	ENERAL NOTES: 2006 IBC W/ VA REVISIONS (VUSBC)
	Compension	THE CONTROL OF THE CO	DOCOSSINO PROTECT AND TOTAL PR	ELECTRICAL PANEL SIZING	204. 15394.	20A 279 HACR A	SCHEDULE E						I ANY BITS NOTALLED ILLEGIBLES. RESIDINGIATE DEBOGIO AND INSTALLED BY OTHERS SUCCETTO LOCAL JURISDICTION IN NET LOCATIONS (DOTTRION) BALLET BY ALL PETERFACE INSTALLED IN NET LOCATIONS (DOTTRION) BALLET BY ANY BERGOVERY BALLET BY ANY BALLET BY ANY BALLET BY ANY BALLET BY ANY BERGOVERY BALLET BY ANY BALLET BY ANY BALLET BY ANY BALLET BY THE LOCAL SHE REGISTED IN SETTING HALLET BY LOCAL JURISDICTION. TO THE LOCAL SHE ANY BALLET BY ANY BALLET LOCAL BY ANY BALLET BY BALLET BY ANY BALLET BY BALLET BY ANY BY ANY BALLET BY ANY BALLET BY ANY BY ANY BALLET BY ANY BY	TO THE STATE OF THE STON SHOCK AS DE DETAIL IN LINE WHICH BY A THE STATE OF THE STA	THE WAY OF THE LEGISLATION OF TH	ELECTRICAL NOTES: 2005 NEC
	METEOPOLICIENT DATA EXCED THE UNITED DIVELENCE. UNITED DIVELENCE.	TOTAL SHOW THE TOTAL AND THE T											A CLICTRICAL SERVICE HOSE, IP (NOCL ) DOE REEDELS) TO THE GREEDING.  1. THE HAM EXCENTION IN HER TABLE SHAPE CHAPTER SHAPE.  A FIEL ALARM.  MATERIAL THAT THAN TO SHAPE FOR RECORDER OF A COUNTY THE TIEBER OF MONKING HAMTERIAL THAT THAN THE SHEET OF THE SHAPE OF THE SHEET OF THE	THE FOLLOWING ITDUS NAVE NOT SEEK COMPLETT  OF THE FOLLOWING TOUGH AND THE FOLLOWING THE CONTROL OF THE FOLLOWING	1. EXHLUST FARS AND YEMTHO SOURCETT TO BE DUSTED TO EXTREM AND A THE MANAGE AND A THE MANAG	MECHANICAL NOTES: 2008 IMC
1920-2593	6785-6788, 6768-6802, 6814, 6818 HWC NO. SHEET COVERSHEET	PEVISIONS: (1)71-11-10   PREVISIONS: (1)71-10	## #50 GOLD HILL AVE : ROCKWELL NC 28138    TELE NO.: (704)279-6500	SUNSHINE MANUFACTURED STRUCTURES, INC.	Lie Ma. 12400 (2) POURAGE IN ACC.		And the control of th	BAILWAY 201 201 201 201 201 201 201 201 201 201	HE NOV 1.7 2010 . SS	16100	Wind product in the	SYMBOLS  SYMBOLS	ALL DOORS SHALL RE OPENABLE OF A SHOULD SHOULD SHALL NOT DESCRIPTION OF A CALL NOT SHOULD SHALL NOT SHALL	THAN IS SINCHES ADONE THE ROOR CONTRICTOR WHO THE SINCH THE TORK THE THE SINCH THE SIN	WALSTN BY TO THE F THE STREET TO THE STREET TO THE STREET TO THE STREET THE S	ACCESSIBILITY NOTES: ICC/ANSI A117.1-03





SHEET 4 OF.4



Appendix G

	A CENERAL WORLD WATERWAYS IN AND THE BUT A
	ELECTRICAL NOTES - VA-1996 NEC  THE COLORS AND CONTROL WHILE REPORTED A SCIENCE SHALL BE ARREST AND COLORS AND THE ARREST
ELECTROL PAREL 9  BUCCHOOL STATE OF THE STAT	WECHNICH NOTES IN 1996 INC  WECHNICH NOTES IN 1996 INC  WECHNICH STREET CONTROL TO STREET TO STREET AND STREET TO ST
PLINGUES NOTES VA- 1995 PC  PRINCE SAME NOTES VA- 1995 PC  PRI	ACCESSION (NOTES - AND ANT)  RESIDENCE PRODUCTION ACCESSION AND ANT)  ACCESSION (NOTES - AND ANT)  ACCE

HOW! (S) 2X4 SPF #2 THIS HALF (A) (S) 2X4 SPF #2 EACH HALF (E) (4) 2X4 SPF #2 THIS HALF (F) (4) ZX4 SPF #2 EACH HALF ⟨S (Z) ZX4 SPF #2 THIS HALF ⟨S (2) ZX4 SPF #2 EACH NAUF ♦ (3) 2X4 SPF #2 THIS HALF ♦ (3) 2X4 SPF #2 EACH HALF, DECK: 5/8" T&G OULD 4.0.0C DIST: ZX691670C SUL: 3-31 OPLY TIRES: [4] COUNLIZER: [2] COLUMN TITUES SHELD OF CHERNALED TOGETHER, PAR CHE WITH 100K FIRST CHEM THE SHOULD BE OCCUPIED. WAS CHEM TO SHOULD BE OCCUPIED. SHALL CHEM THE SHALL CHEM TH 2 DRAKE BEAM: 12" COLUMN STRAPPING SCHEDULE CYT. DOOR: [1] 190000 STUWS W. 600 SARTY CLASS V) CHUNC; SEASPRAY
[CARDWARL TO THOSE] PROP FOR LOCKSCT[SNZ196] FRAME TES & OVER THE ROOF STRAPS S / 8 SHIPPED DELUXE CASING @ WINDOWS, DOORS, & DELUXE BASE WINDOWS: [4]46X27 H/S H/C AL 12AC BLINDS[MHILE] SNISYHONG **⊕**Ф NOTE: ALL DEPARTMENTS MUST SIGN & DATE TIE DOWNS: STD [4]STC ROOF VENTS HCATHING: 7/16" OSB ROCK BOW ⊕ CENTER BETWEEN WINDOWS AF Straulty and NSCE. TRUSS: LLOrson 6(16" OC) CENTER BETWEEN WINDOWS MOUNT PYC BLNDS[TTP 4] -RECEPTS: [9]# 15" ASE SWITCHES: [2] אסאכארוובה פאשנירובה!!) EXT SIGNS: [1]UT W/ IMTERY PACK J-ROX FOR ALARM SYSTEM: [2] 1]ZX4 J-BOX W/ 3/4" CONDUIT & 48" AFF W/ PULL IRE THRU FLOOR & 3/4" CONDUIT TO ZX4 J-BOX JGHTS: [12]CPF 240 . GFI: [1] 20AMP EXT. ⊕€ AMP PANEL BOX PALLE + OF AFT (THE) OCCUPANT LOVO: 82 20 °C-Ð € ਰਿਜ਼ (\$ (\$ BARD WA361-A10 OR EQUAL HEAT STRPS: 10 KW RETURN: STD WALL GRILLE H/O 1,7ddnS DIFFUSERS: [9] DAY NOIST ©, [1] 10# ABC FIRE EXTINGUISHER ⊕⊛ SENAL #: F04524963-4974 4163-4300 CALE: 1/4" - 1 SUNSHINE MANUFACT 850 GOLD HILL AV TELE NO.: (704)279-6 (E) FLOORPLAN 12" LONG COAT HOOK SHELF W/ 24 HOOKS HOUNTED # 54" AFF
[1] 4"-0" x (12"-0" CHALK BOARD # 30" AFF
[1] 4"-0" x B"-0" CHALK BOARD # 30" AFF DESTINATION: FAIRFAX CO., VA [1] 4'-0" x 8'-0" TAC BOARD @ 30" AFF ROOF: JOPSF HAMOR SONEH FLOOR: 40PSF UNIT A (FC) FIRE EXTINICUISHER URED STRUCTURES, INC. FE: ROCKWELL, NC 28138 FAX.NO.: (704)279-774 14 X 48 REVISIONS GRADE: NTA NO 305 CAKLANO AND 305 CAKLANO AND 138 T.B 2 OF 4 SHEET

