

III. Instructions to Offerors

A. Information Requests

All questions relating to this RFP shall be submitted in writing to David Webb, APS Procurement Agent, at david.webb@apsva.us and Robin Hodges, APS Project Officer, at robin.hodges@apsva.us. For a question to be considered, the subject line of the email must state the following: "RFP #03FY21 Questions". Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a Contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting APS staff other than David Webb and Robin Hodges.

B. Tentative Schedule for RFP #03FY21

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| RFP Issuance | May 22, 2021 |
| Pre-Proposal Conference | May 28, 2021 |
| Question Deadline | June 3, 2021 by 5:00 PM |
| Information Item/Addendum 1 Issuance | Week of June 7, 2021 |
| Proposal Due Date | June 18, 2021 No Later Than 11:59 P.M. |
| Shortlist Interviews | Commencing week of June 28, 2021 |
| Negotiations Stage | Commences week of July 5, 2021 |
| Contract Award | Mid-July, 2021 |
| Contract Starts | Upon execution of the Procurement Agent |

Questions may not be considered if they are received after 5:00 P.M. (Local Prevailing Time) on June 3, 2021. Any questions related to the answers provided in an Information Item or in an Addendum shall be submitted and may be addressed in the same manner as a question regarding this RFP.

If any questions or responses require revisions to this RFP as it was originally published, such revisions will only be by an Addendum issued by the Office of the Procurement Agent. Offerors are cautioned that any written, electronic, or oral representations made by any APS representative or other person that appear to change any portion of the RFP shall not be relied upon unless subsequently ratified by an Addendum issued by the Office of the Procurement Agent.

C. Additional Information

1. Debarment Status

The Offeror shall indicate, in the space provided on Title Pages 3/4, whether or not it, or any of its principals, is/are currently debarred from submitting Bids or Proposals to APS, or to any other state or political subdivision, and whether or not it is an agent of any person or entity who or which is currently debarred from submitting proposals to APS, to the Commonwealth of Virginia, to any public body within the Commonwealth of Virginia, to the federal government or any agency or department thereof, or to any other state or public body. An affirmative response shall be considered grounds for rejection of the Proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of a resulting Contract.

2. Conflict of Interest Statement

The Offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the Offeror and notarized. The completed Conflict of Interest Statement (Appendix B) shall be provided in Tab #1 of the Proposal.

3. Expenses Incurred in Preparing Proposal

APS accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of a Proposal. All expenses related to an offer are the sole responsibility of the Offeror.

4. Incomplete Documents

Each Offeror is responsible for having determined the accuracy and/or completeness of the RFP upon which it relied in making its Proposal, and has an affirmative obligation to notify the Procurement Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, ,

sections, or appendix whose omission from the documents was apparent from a reference or page numbering or other indication in the RFP.

If a potential Offeror downloaded an electronic version of the RFP, that potential Offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful Offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware or in the exercise of reasonable care should have been aware but has not notified the Procurement Agent, the Offeror hereby agrees to perform any Work described in such missing or incomplete documents at the Offeror's sole expense and at no additional cost to APS.

Failure to acknowledge all Addenda issued during the RFP process on the Request for Proposal Title Page 2, or by including a signed copy of all Addenda with the Proposal, is considered an incomplete Proposal and shall be grounds for rejecting the Proposal and considering the Proposal non-responsive and not being considered for Contract award.

5. Offeror Investigations

Before submitting a Proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Contract and to verify any representations made by APS that the Offeror will rely upon. No pleas of ignorance or mistake, inaccuracy, misrepresentation of such conditions or requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for any monetary compensation on the part of the successful Offeror.

6. Competitive Negotiation for Professional Services

This RFP is let under the procedure for "Competitive Negotiation for Professional Services" as defined in the Procurement Resolution. The requirements of the Virginia Public Procurement Act and of the Procurement Resolution related to competitive negotiation for professional services therefore apply. Under this procedure, the content of the Proposals, and the identity of the Offerors, are not public record until an award determination has been made, and the opening of Proposals is not public.

7. Arlington County Business Licenses

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, prospective offers should contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

8. Authority to Transact Business

Any Offeror organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized 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 Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. APS may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of the Proposal and considering the Proposal non-responsive and not being considered for Contract award. For further information prospective Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

9. Insurance Requirements

Each Offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a Proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of the solicitation,

alternate insurance coverage satisfactory to APS may be proposed by the Offeror and considered by APS. Written requests for consideration of alternate coverage must be received by the Procurement Agent at least ten (10) calendar days prior to the Proposal Due Date. If APS denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If APS permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of Proposals. The completed Insurance Checklist (Appendix C) shall be submitted in Tab #1 of the Proposal.

10. Interest in More Than One Proposal, and Collusion

If more than one Proposal is received in response to this RFP from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, all Proposals will be rejected from the individual, firm, partnership, corporation, affiliate, or association. Reasonable grounds for believing that an Offeror is interested in more than one (1) Proposal for a RFP both as an Offeror and as a subcontractor for another Offeror **for the same Specialized Service**, will result in rejection of all Proposals in which the Offeror is interested. However, a firm acting **as an Offeror for one Specialized Service may be included as a subcontractor for another Offeror(s) on a different Specialized Service**. A firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Offerors submitting a Proposal for the Work. Any or all Proposals may be rejected if reasonable grounds exist for believing that collusion exists among any Offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a new RFP for the same work.

11. Proposal Withdrawal

No Proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Procurement Agent prior to the time and date set for the receipt of Proposals or unless APS fails to award or issue a notice of intent to award a Contract within ninety (90) calendar days after the date and time set for receipt of Proposals with the successful Offeror.

12. Parking

Where parking is not provided at an APS location, the Contractor is responsible for the payment of any parking charges or fines resulting from parking at any worksite(s).

13. Contract Award is in the Best Interest

APS reserves the right to accept or reject Proposals, to cancel this solicitation, to waive any informalities or irregularities therein, (an informality is a minor defect or variation of a Bid or Proposal from the exact requirements of the ITB or RFP, which does not affect the prices, quantity or delivery schedule for the goods, services or construction being procured), and to contract as the best interests of APS may require in order to obtain the firms that best meet the needs of APS, as expressed in this RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to APS. APS reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to APS in conjunction with the evaluation criteria contained herein prior to the execution of a Contract, to ensure a satisfactory Contract.

14. Notice of Intent to Award

APS will post a written Notice of Intent to Award on the Procurement Office website, stating the date the award(s) will be made, and identifying the name(s) of the awardee(s).

15. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors submitted by the Offeror in its Proposal in order to qualify, are considered essential to the Offeror's qualifications and may not be replaced, substituted or augmented after qualification of the Offeror's Proposal without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by APS prior to substitution or augmentation.

16. Contractor Certification Regarding Criminal Convictions

All contracts with APS, where the Contractor or its employees, or its subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its subcontractors' nor any of its subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,

- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
 - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
 - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
 - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery, or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its subcontractors, and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its subcontractors, and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

17. Cooperative Contract for Use by Other Public Bodies (Intentionally Deleted)

18. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor or Student

As a condition of awarding a Contract, or a Contract Renewal Term, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

19. Number of Contracts to be Awarded

APS anticipates the award of a minimum of one (1) Contract for each of the Specialized Services. APS will determine the Contractor to be selected for a Task Work Order Contract in accordance with Section 66, Contractor Selection and Award of Task Work Order, of the Contract Terms and Conditions. APS provides no guarantee that any Contractor awarded a Contract resulting from this RFP will be selected for a Task Work Order.

20. Request for Comments

Following the award of any Contract or Contracts, or the cancellation of this RFP, all Offerors or potential Offerors are invited to provide to APS written comments regarding the manner in which this RFP was conducted and any suggested modifications to that process which might make future RFPs by APS more efficient, more productive, and more attractive to potential Offerors.