

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

KOMPAN, INC.	DATE ISSUED:	01/18/19
605 W HOWARD LANE STE 101	CURRENT REFERENCE NO:	19-132-R
AUSTIN, TEXAS 78753	CONTRACT TITLE:	PLAYGROUND EQUIPMENT

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-132-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 02/15/2019

RENEWALS: FOUR (4) ONE (1) YEAR RENEWAL OPTIONS FROM 02/16/2019 TO 02/15/2023

COMMODITY CODE(S): 98161

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-132-R

ATTACHMENT A – ARLINGTON COUNTY PUBLIC SCHOOL SREQUEST FOR PROPOSAL NO. 171002

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> PAGE CASTLE	<u>VENDOR TEL. NO.:</u>	<u>(301) 213-6433</u>
<u>EMAIL ADDRESS:</u> PAGCAS@KOMPAN.COM		
<u>COUNTY CONTACT:</u> ANGELA LUCAS (DPR)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-3364</u>
<u>COUNTY CONTACT EMAIL:</u> AMLUCAS@ARLINGTONVA.US		

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 19-132-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Kompan, Inc. ("Contractor"), a Delaware foreign corporation with a place of business at 605 W Howard Ln , Suite 101, Austin TX 78753 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A, Alexandria City Public Schools (ACPS) Request for Proposal No. 171002 (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by ACPS and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the ACPS, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "ACPS" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than February 15, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if ACPS renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than our (4) additional twelve (12) month periods from February 16, 2019 to February 15, 2023 ("Subsequent Contract Term"). However, if ACPS does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the City of Alexandria 's contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the

County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide children's play area design, equipment, installation and repair services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it,

together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

17. FORCE MAJEURE

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

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

18. NOTICES

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

Contact Information for the Contractor:

Tom Enright, President
605 W Howard Ln Suite 101 Austin TX 78753

Contact Information for the Department of Parks & Recreation

Angela Lucas, Project Officer
2100 Clarendon Boulevard, Ste 400
Arlington, VA 22201

AND

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Lucas Alexander
Email: lalexander@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor 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 Contract, the Contractor must 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.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

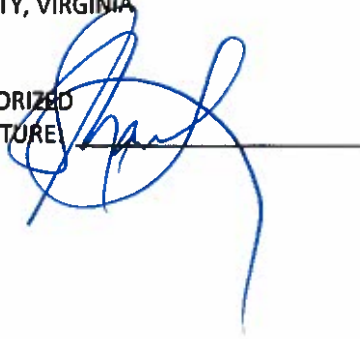
21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

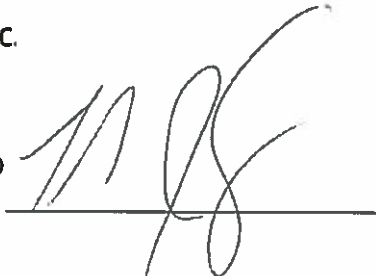
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: _____



KOMPAN, INC.

AUTHORIZED
SIGNATURE: _____



NAME: SHARON T. LEWIS
TITLE: PURCHASING DIVISION CHIEF

DATE: 1-3-19

NAME AND TITLE: Thomas J Enright
President

DATE: 12/14/2018



**ALEXANDRIA SCHOOL BOARD
dba ALEXANDRIA ACPS PUBLIC SCHOOLS
ALEXANDRIA, VIRGINIA**

And

KOMPAN, INC.

FOR THE PROVISION OF

**CHILDREN'S PLAY AREA
DESIGN – EQUIPMENT – INSTALLATION - REPAIR**

This Agreement dated February 23, 2018 (hereinafter "Agreement") is made by and between the Alexandria School Board dba Alexandria Public Schools (hereinafter referred to as "ACPS"), a public entity and/or political subdivision of the Commonwealth of Virginia with offices located at 1340 Braddock Place, Alexandria, Virginia 22314; and Kompan, Inc., a Corporation duly organized under the laws of Delaware, who is authorized to do business in the Commonwealth of Virginia with a principal place of business at 821 Grand Avenue Parkway, Suite 410, Pflugerville, TX 78660 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, ACPS Procurement Office through a Competitive Negotiation process, as defined and authorized in the Virginia Public Procurement Act (VPPA), Code of Virginia § 2.2-4300 et seq., solicited and received proposals from the offerors for the "Request for Proposal" No. 171002;

WHEREAS, on November 6, 2017, in response to the Request for Proposals, the Contractor submitted a proposal for the provision of Children's Play Area, Design – Equipment – Installation - Repair; and

WHEREAS, on February 1, 2018, the Contractor was selected by ACPS provision of such goods and services, subject to the terms and provisions in the Request for Proposals and this Agreement; and

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

1. AGREEMENT DOCUMENTS

The Agreement Documents are comprised of the following:

- a This Agreement;
- b Exhibit A – Scope of Work, Price Model;
- c RFP No. 171002 is incorporated herein by reference;

Where the terms and provisions of this Contract vary from the terms and provisions of other Agreement Documents, the terms and provisions of this Agreement shall prevail over the other Agreement Documents and the remaining Agreement Documents are complementary to each other and if there are any conflicts the most stringent term or provision shall prevail.

The Agreement Documents set forth the entire Contract between ACPS and the Contractor. ACPS and the Contractor agree that no representative or agent of them has made any representation or promise with respect to the parties' agreement which is not contained in the Agreement Documents.

2. SCOPE OF WORK

The Contractor agrees to perform services described in the Agreement Documents (alternatively, the "Work"). The primary purpose of the Work is to provide design, installation, equipment and repair by task order request, which is fully described in Exhibit A. The Agreement Documents set forth the minimum Work estimated by ACPS and the Contractor shall be responsible, at the Contractor's sole cost, to provide the specific services set forth in the Agreement Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Agreement Documents shall be construed to limit the Contractor's responsibility to manage the details of its Work.

3. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

The performance of the Contractor is subject to the general review and approval of Contracting Officer ("COTR") who shall be appointed by ACPS Superintendent. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Agreement Documents.

4. STANDARD OF CARE

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

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

ACPS's review, approval, or acceptance of, or payment for, any services required under this Agreement shall not be construed to operate as a waiver by ACPS of any rights or any cause of action arising out of the Agreement. The Contractor shall be and remains liable to ACPS for the professional quality of the services required under this Agreement within the Customary Standards of Care.

6. AGREEMENT PERIOD

The Contractor's performance under this Agreement shall commence upon execution of this Agreement by an authorized ACPS representative and will continue until February 15, 2019 ("Initial Agreement Period"), with an option of four (4) one (1) year renewals from 2019 to 2023 (each period hereinafter referred to as "Subsequent Agreement Period"), subject to modifications as provided in the Agreement Documents.

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

7. AGREEMENT RATES

ACPS will pay the Contractor in accordance with the terms of the Payment and Invoices paragraph, and rates provided or negotiated by the parties per selection of work and written proposals for cost or equipment per location, for the Contractor's completion of services described and required in the Agreement Documents.

8. PAYMENTS AND INVOICES

No Work or delivery of services is authorized until the Contractor receives a valid ACPS Purchase Order encumbering the required funds. Such Purchase Order will be provided to the Contractor by ACPS representative placing the orders. ACPS will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by ACPS.

The Contractor shall submit invoices for the actual services that were performed and accepted by ACPS. The invoices shall include a detailed breakdown of the services that were performed, including locations(s) and date(s) and all other pertinent information. All invoices shall reference the Agreement and ACPS Purchase Order numbers under authority of which the purchase(s) were authorized.

Payment terms will be recorded by ACPS as net forty-five (45) days. ACPS will pay the Contractor within forty-five days (45) days after the date of receipt of a correct (as determined by ACPS) invoice approved by ACPS. Unless otherwise specified by the Agreement Documents, payment shall not be made prior to delivery and acceptance of the services.

All invoices shall be sent in duplicate to the following address:

Tracey Armah
Alexandria City Public Schools
1340 Braddock Place, Suite 610
Alexandria, VA 22314

9. AVAILABILITY OF FUNDS

All funds for payment by ACPS under this Agreement are subject to the availability of an annual appropriation for this purpose by ACPS. In the event of non-appropriation of funds, ACPS will terminate the Agreement, without the termination charge or other liability to ACPS on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by

this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and ACPS shall not be obligated under this Agreement beyond the date of termination specified in ACPS's written notice.

10. PAYMENT TO SUBCONTRACTORS

Within seven (7) days after the receipt of amounts paid for work performed by a subcontractor under this Contract, the Contractor shall either:

- i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under this Contract; or
- ii. Notify ACPS and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven day period.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of ACPS.

11. ADDITIONAL SERVICES

The Contractor shall not be compensated for any goods or services provided except those included in the Agreement Documents and paid for by the Agreement Amount, unless those goods or services are covered by a written amendment to this Agreement signed by ACPS and the Contractor and an ACPS Purchase Order is issued covering the expected cost of such services.

12. INSURANCE REQUIREMENTS

The Contractor shall provide to ACPS Procurement Office a certificate of insurance indicating that the Contractor has the in force the coverage below prior to the start of any Work under this Contract and upon any contract extension(s). The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents.

- Workers Compensation-Virginia Statutory limits Workers Compensation (W/C) coverage including Virginia benefits and employers liability.
- Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. ACPS, and its officers, employees

and agents must be additional named insureds on the CGL policy.

- Excess Liability/Umbrella -\$4,000,000 per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury, and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
- Automobile Bodily Injury and Property Damage Liability - \$450,000 per incident (Owned, non-owned, or hired, as applicable). Commonwealth of Virginia statutory limit for Uninsured and Underinsured Motorists.

Additional Insured – ACPS, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the additional insured endorsement shall be typed on the certificate.

Cancellation – If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this Agreement, the Contractor shall notify ACPS immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Agreement and in such manner that there is no lapse in coverage, and ACPS must be immediately notified of the replacement. Not having the required insurance throughout the Agreement Period is considered a material breach of this Agreement and grounds for termination.

Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and ACPS notified of the replacement, in such manner that there is no lapse in coverage.

Contract Identification – The insurance certificate shall state this Agreement number and title.

No acceptance or approval of any insurance by ACPS shall be construed as relieving or excusing the Contractor from liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property whenever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

The Contractor shall be as fully responsible to ACPS for the acts and omission of its subcontractors and of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to ACPS.

The Contractor shall also provide its most recent actuarial report and provide a cope

of its self-insurance resolution to determine the adequacy of the insurance funding.

13. PROJECT STAFF

ACPS will, throughout the Agreement Period have the right of reasonable rejection and approval of staff and subcontractors assigned under this Agreement. If ACPS reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to ACPS in a timely manner and at no additional cost to ACPS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

14. RELATIONSHIP OF THE PARTIES

It is the intent of the parties that the Contractor shall be legally considered as an independent contractor; that neither it nor its employees, agents or representatives shall, under any circumstances, be considered servants or agents of ACPS; and ACPS will at no time be legally responsible for any negligence or intentional wrongdoing on the part of the Contractor, its servants or agents, resulting in bodily injury to any person or property damage to any individual, firm or corporation. The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ for this Work, any person not reasonably proficient in the Work assigned.

15. SAFETY

The Contractor shall comply with, and shall ensure that the Contractor's personnel, agents and subcontractors comply with, all current applicable local, state, and federal policies, regulations and standards relating to safety and health, including by way of illustration and not limitation, the standards of the Virginia Occupational Safety and health program of Department of Labor.

16. RECORDS

The Contractor shall retain all books, records, and other documents relative to the Agreement Documents for five (5) years after its receipt of final payment under this Contract, or until audited by the Commonwealth of Virginia, whichever is sooner. Such records shall include, but not be limited to: all paid vouchers; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; amendments and change orders to the Agreement Documents; insurance documents; payroll documents; timesheets; memoranda; and correspondence. ACPS, its authorized agents, and auditors of the Commonwealth of Virginia shall have full access to and the right to examine all such documents during said period. Records will be available on demand and with reasonable notice during normal working hours.

17. FAITH BASED ORGANIZATIONS

ACPS and Contractor do not discriminate against faith-based organizations.

18. NON-DISCRIMINATION

During the Contract Term, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, disability, age, religion, sexual orientation, marital status, status as a parent, or pregnancy in its programs, age, disability or on other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that Contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- D. Contractor shall include the provisions of this entire section in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subcontractor and vendor.
- E. Notice of Required Disability Legislation Compliance: ACPS is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, ACPS, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

20. BACKGROUND CHECK AND SECURITY PROVISIONS AND CRIMES

The Contractor shall inform its employees, representatives and agents that placement in an ACPS school or facility will be contingent upon the results of a criminal background check, background verification as well as a Sex Offender Registry Search in accordance with ACPS policies and procedures for ACPS

volunteers and employees. The failure to successfully pass ACPS' background check shall serve as grounds for immediate dismissal or removal of that employee, agent or representative from any program administered on an ACPS site or facility.

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

21. DRUG FREE WORKPLACE

During the performance of this Agreement, the Contractor agrees to: (1) provide a drug-free workplace for the Contractor's employees and volunteers; (2) post in conspicuous places, available to and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace, and specifying the actions that will be taken against employees and volunteers for violations of such prohibition; and, (3) state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

22. TERMINATION

A. Termination for Convenience

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

B. Termination for Cause

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

If ACPS determines that the Contractor has failed to perform satisfactorily, then ACPS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) business days

before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within Cure Period or as otherwise specified in the notice of cure, the Contract may be terminated for the Contractor's failure to provide satisfactory performance. Upon such termination, the Contractor may apply for compensation for contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to Director of Procurement within fifteen (15) business days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

C. *Termination for Breach and Default*

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

Upon termination pursuant to paragraph B and C of this section, the Contractor shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the work covered by the Contract, including costs for delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed by the Contractor. Such costs shall be either deducted from any amount due to the Contractor or shall be promptly paid by the Contractor.

23. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify ACPS, and all their respective elected and appointed officials, officers, current and former employees, agents, departments, boards, and commissions from and against any and all claims made by third parties or by ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges liability, demands or exposure, however, caused, resulting from, arising out of, or in any way connected with the Contractor's performance or non-performance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If after, notice by ACPS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse ACPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expense upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to the Contractor under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights, and trademarks) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants to save, defend, hold harmless, and indemnify ACPS, and all their respective officers, officials, departments, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs, (including court costs and attorney's fees), charges liabilities, or exposure, however, caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use, by ACPS. If the Contractor uses any design, device, method, or material covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract amount includes all royalties, licensing fees, or costs arising from the use of such design, device, method, or materials in any way involved with the Work.

25. CONFIDENTIALITY

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

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

26. AUTHORITY TO TRANSACT BUSINESS

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

27. FORCE MAJEURE

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

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as

amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. ANTITRUST

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

30. WAIVER

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

31. NO WAIVER OF SOVEREIGN IMMUNITY

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

32. SURVIVAL OF TERMS

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

33. NONEXCLUSIVITY OF REMEDIES

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

34. SEVERABILITY

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

unenforceable provision as may be possible and be valid, legal and enforceable; each part of the Agreement Documents is intended to be severable.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

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

36. ARBITRATION

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

37. HEADINGS/CAPTIONS

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

38. NOT TO BENEFIT

By your signature to this Contract, you agree that no employee of ACPS or members of his/her immediate family, including spouse, parents or children has received or will receive, or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract with ACPS.

39. AMENDMENTS

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

40. FINAL AGREEMENT

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

41. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

Any termination or cancellation notice or any other notice required by this Contract shall be in writing and must be delivered by services rendering and confirming receipt (such as registered or certified mail). Alternatively, notices may be sent via a nationally recognized overnight service, or may be personally served upon the appropriate party. The following individuals shall serve as contacts for the respective parties to receive required notices pursuant to this Contract at the

addresses provided:

Contact Information for the Contractor:

Kompan, Inc.
Attn: Kerrin Smith, Vice President
821 Grand Avenue Parkway, Suite 410
Pflugerville, TX 78660
Phone: 800.426.9788

Contact Information for ACPS (Project Information/COTR)

Alexandria City Public Schools
Attn: Derrick Fulcher
1340 Braddock Place, Suite 610
Alexandria, VA 22314
Email: Derrick.fulcher@acps.k12.va.us

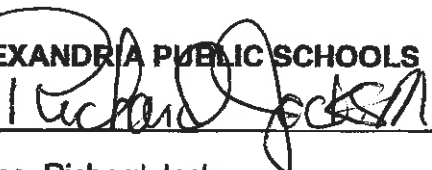
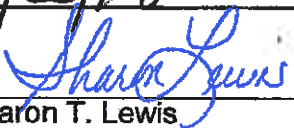
Contact Information for ACPS (Legal Authorization)

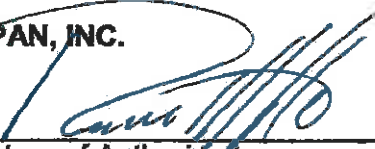
Alexandria City Public Schools
1340 Braddock Place, Suite 620
Alexandria, VA 22314
Attn: Sharon T. Lewis, Director of Procurement and General Services
Email: sharon.lewis@ACPS.k12.va.us

Remainder of this page intentionally left blank

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

CONSENTED and AGREED TO BY:

ALEXANDRIA PUBLIC SCHOOLS
By: 
Name: Richard Jackson
Title: Director of Educational Facilities
Date: 2/23/18
By: 
Name: Sharon T. Lewis
Title: Director of Procurement
Date: 27 Feb 2018

KOMPAN, INC.
By: 
Signature of Authorized Agent or Principal
By: Robert J. Salerno
Name of Principal or Agent
Date: 23 Feb 2018

Pricing Structure following

ACPS Pricing Structure:

Category	Products	Discount	Note
Playground Equipment	All on Price List	9.50%	Additional volume discount eligible
Playground Surfaces	Rubber Tiles	9%	
Playground Surfaces	EWFF	9%	
Playground Surfaces	Filter fabric, drain system, mats, borders ramps	9%	
Playground Surfaces	Pour In Place Rubber	9%	
Site Furnishings/Amenities	Park Furniture	4%	
Sports and Fitness Equipment	All on Price List	9.50%	Additional volume discount eligible
Outdoor Shelters/Shades	shelters, shades	4%	

<p>Volume discounts will be applied for purchases of KOMPAN playground equipment and outdoor fitness equipment. Volume discounts will be applied to the net contract price.</p>	
<p>List Price of KOMPAN playground equipment purchase</p>	<p>Additional Volume Discount</p>
<p>\$100,000.00 - \$199,999.99</p>	<p>2%</p>
<p>\$200,000.00 - \$499,999.99</p>	<p>5%</p>
<p>\$500,000.00 and over</p>	<p>10%</p>

EXHIBIT A
DISCOUNT SCHEDULE, PRICE LISTS

The following Discount Schedule and Price Lists are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

The following volume discounts were negotiated prior to contract award and supersedes any volume discounts included in Company's original Proposal Response:

List Price of Kompan Equipment	Additional Volume Discount
\$100,000.00 - \$199,999.99	3%
\$200,000.00 - \$499,999.99	6%
\$500,000.00 and over	11%

November 6, 2017

Re: RFP# 171002 Children's Play Area - Design, Equipment, Installation for APCS

Hourly Design Rate: \$0/hr

Kompan design services are complimentary for standard designs.

Hourly Repair Rate: \$150/hr

Kompan does not typically quote an hourly rate - does not include parts or materials.

Repairs are typically quoted on a case basis.

Virginia SCC ID: F147847-0

I certify, to the best of my knowledge that no Kompan officers, owners, employees or agents, or their immediate family members, is currently, or has been in the past year an employee of ACPS or has any responsibility or authority with ACPS that might affect the procurement transaction or any claim resulting therefrom.

Additionally, Kompan has never been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offerer by any federal, state, or local government, and/or private entity.

Please feel free to contact me with questions.

Thank You,



John Swenson
Controller/Treasurer
KOMPAN, Inc.
(800) 426-9788

PARTS & SERVICE

All parts orders, service orders, and warranty claims are promptly handled by our Project Support Department at corporate headquarters. The average lead time for parts and products is listed below. All warranty claims are subject to the Terms and Conditions of the Kompan Warranty contained within.

Product	Delivery Time Days	Shipping Type
Spare Parts - Active Products	5	Standard Transport
Spare Parts for Nets - Active Products	10	Standard Transport
HPL/HDPE/PP Panels	8	ASAP Ship by Standard Transport or courier
Painted and coated panels	15	ASAP Ship by Standard Transport or courier
Non-Active product spare parts (80% max 20 days, 20% up to max 40 days)	20	Standard Transport
QDB Initial Claims	ASAP	Same day if ordered before 12:00 noon PT
Service		Lead Time Days
Part Quotes - In cases of older equipment (installed more than 10 years ago) additional time may be needed for research.		4 business days
Parts Orders - Parts Order Confirmations will be emailed to your Sales Rep 1-2 days after order placement		2 business days
Warranty Processing - Review, authorization initiation		2 business days
Warranty Determination - Authorization decision		3 business days
Order Confirmation copy requests		3 business days
Copies of Installation instructions		3 business days
Return of Goods processing		3 business days



WARRANTY 2017

KOMPAN's rigorous testing standards ensure long-lasting and durable components and materials, enabling us to provide an excellent warranty package.

Lifetime* Warranty

- Galvanized structural parts:
 - Steel poles
 - Cross beams
 - Floor frames
 - Top brackets
- Stainless steel hardware
- EcoCore™ and other HDPE panels

10 Year Warranty

- HPL floors and panels
- Galvanized and aluminum metal parts with painted top layer
- Other galvanized metal parts
- Other stainless steel parts
- Corocord rope
- "S" clamps of stainless steel
- Solid plastic parts
- Engineered timber and Robinia wood

5 Year Warranty

- Resin coated plywood plates
- Other painted metal parts
- Springs and ball bearing assemblies
- Other rope and net constructions
- Concrete elements

2 Year Warranty

- Movable plastic and metal parts
- EPDM rubber membranes material
- Electronic components

1. Warranty coverage

This warranty applies to KOMPAN's products for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge

2. Limited warranty coverage of labor

In cases where KOMPAN invoices for installation, the labor warranty with respect to failure due to installation defects is limited to 1 year commencing on the date of completed installation.

3. Warranty applies only if products have been properly installed and maintained

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN, and maintained correctly according to the KOMPAN Maintenance Manual. The warranty for ICON electrical components is dependent on those products being installed by an ICON trained and approved installer.

4. No coverage for accidents, wear, tear, cosmetic issues, misuse or vandalism

This warranty does not cover any damage caused by accident, improper care, negligence, and normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and are not covered.

5. Products installed near water

Products installed in direct contact with chlorinated water or saltwater (Waterparks), or products installed with occasional contact with such water or installed so close to the shore that they are subjected to salt spray are not covered by the KOMPAN warranty for any defects caused by corrosion.

Products installed in coastal areas, within 200 meters of the shore, will only be covered by the warranty for half the period of the standard product warranty in relation to defects caused by corrosion. KOMPAN's lifetime warranty if applicable is limited to a 10 year warranty in relation to such products.

** KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use.*

In addition, KOMPAN's general terms & delivery conditions apply and supplement this warranty.

VALUE PROPOSITION

Worldwide Presence & Company Values

Product components are sourced only from the best and most qualified suppliers throughout the world. All suppliers are vetted and required to sign and honor a corporate code of conduct and are audited for compliance. Topics included are child and forced labor, hours and wages, working conditions, collective bargaining, corruption, behavior, privacy, discrimination and environmental considerations. It is a comprehensive and top-notch program. More information is available on our website.

- HDPE and HDP Panels make up a vast 15% of all our components sold throughout the WORLD. The facility producing these is located in Pennsylvania.
- KOMPAN Americas headquarters is in Pflugerville, Texas.
- KOMPAN Americas shipping and receiving center is located in Pennsylvania.

Only the BEST Materials

- Panels – High-Density Polyethylene (HDPE), UV Resistance, Colored through the material so no touchups, uses 60% recycled material (black core), full-color skin is bonded to the core and can never separate. It is 100% recyclable.
- Easy to maintain with simple sacrificial parts that are easy to replace. Most replacement parts can be in hand within 24-48 hours.
- Detachable footings make for easy replacement, repair or removal
- Hot Dip Galvanized Steel – 100% efficient process, all natural zinc, the finish lasts, with easy touch-up if ever needed. 100% recyclable, no paint or powder coat to touch up, will never rust.
- Rubber – No carcinogenic materials are used, only rubber. No PVC, Dioxins or Phthalates and remains safe throughout its life cycle. Rubber makes for secure gripping surface and extremely durable.
- Aluminum Die Cast – Alloyed specifically for outdoor use and utilizes no coating
- Stainless Steel
- HPL Decking – Will never sag, rust or separate like coated steel does.
- bearings are electric motor quality, self-lubricating and maintenance free and have a best in class 5 year warranty.

Warranty

- The warranty with respect to failure due to material or production defects on HDPE in relation to years of warranty and HPL panels (20 years), and galvanized structural parts such as poles, cross beams, floor frames and top brackets, is a LIFETIME warranty.
- The warranty with respect to failure due to material or production defects on all other galvanized parts, non-painted steel and metal parts, and hollow plastic parts is limited to 10 years commencing on the date of delivery.
- The warranty with respect to failure due to material or production defects on springs, painted metal parts, ball bearing assemblies, and net constructions is limited to 5 years commencing on the date of delivery.



- The warranty with respect to failure due to material or production defects on moveable plastic and metal parts and all ICON electrical components is limited to 2 years commencing on the date of delivery.

Play Institute

- The KOMPAN Play Institute is an international network that collaborates with researchers and scientists who monitor trends and conduct studies within the health, learning, and social inclusion fields of children's development and play.
- This network of scientists and childhood development specialists (among others) then advise the design department to address specific issues and needs for children both typical and developmentally or physically challenged.
- The group promotes inclusive play through intelligent, relevant, and educated design.
- It is like having every person in product development be a structural engineer, child psychologist & childhood development expert.

Design

- Ease of maintenance – designed with sacrificial parts, simple and easy wear pins and bushings that are easy to replace. No welding or post replacement.
- Smart design uses entire structure for added play value.
- Products achieve the perfect balance of "risky play" for each age group. This concept simply means the pieces create and maintain a perfect balance of comfortable with challenging play. This allows the child to hone developing cognitive and decision-making skills. At the same time, the piece also has increased play value and developmental routing. This allows the child to continuously challenge them self as they develop. Tasks that once seemed "risky" and challenging will become easy over time and less physically demanding, allowing the child to then discover and explore new and more challenging route through the structure.
- Structures are designed to be exceptionally strong and require minimal or no concrete. This saves in installation and disposal costs; less damage is seen from frost heave. Allows for the reuse of excavated dirt which is a qualifier for the sustainable site initiative.
- All hardware is covered helping prevent vandalism and to provide additional protection from the environment.



REQUEST FOR PROPOSAL (RFP)

RFP NO. 171002

Issue Date: October 12, 2017

Commodity Code: 80562 90672 65060 65072 65080 99068 65038 93165 65012

Issued By: Alexandria City School Board dba Alexandria City Public Schools (ACPS)
Financial Services / Procurement Office
1340 Braddock Place, Suite 620
Alexandria, Virginia 22314
Phone: 703-619- 8343
Email. sharon.lewis@acps.k12 va.us

Sealed proposals will be received on or before 3:00 PM, November 8, 2017 for furnishing the goods and services described herein. The time of receipt shall be determined by the time clock stamp in the Vendor Self Service System. Electronic responses accepted ONLY. No paper copies will be considered.

All questions must be submitted before 4:30 PM on November 1, 2017. If necessary, an addendum will be issued and posted to the ACPS web site at www.acps.k12.va.us/purchasing.

One full response shall be mailed on (1) USB, send directly to the Procurement Office listed above. If hand delivered, deliver to the Procurement Office address listed above.

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

ACPS reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informality in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal in compliance with this Request for Proposal and subject to all terms and conditions imposed herein, which are hereby incorporated by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. No proposal may be withdrawn for a period of ninety (90) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address (according to the registration with the VA SCC (required))

Kompan, inc.
821 Grand Ave. Pkwy
Suite 410 , Pflugerville TX
zip 78660
Date 10/2/17/2018
By [Signature]
Name Kerrin Smith
Title Vice President
Phone (800) 426 9788
Email niemcc@kompan.com
Virginia State Corporation Commission ID Number F 1478470

Please note: The SCC website will be unavailable Thursday, February 15, from 6 p.m. until 10 p.m. for system maintenance. We apologize for the inconvenience and appreciate your patience.

Alert to business entities regarding mailings from VIRGINIA COUNCIL FOR CORPORATIONS or U.S. BUSINESS SERVICES is available from the Bulletin Archive link of the Clerk's Office website.



SCC Home | Contact SCC | Site Map | Search



VIRGINIA 2018

CISM0180 CORPORATE DATA INQUIRY 02/15/18 13:32:47

CORP ID: F147847 - 0 STATUS: 00 ACTIVE STATUS DATE: 08/29/05
CORP NAME: Kompan, Inc.
DATE OF CERTIFICATE: 07/19/2001 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF INCORPORATION: DE DELAWARE STOCK INDICATOR: S STOCK
MERGER IND: CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: 100.00 MON NO: MON STATUS: MONITOR DPE:
R/A NAME: CORPORATION SERVICE COMPANY

STREET: 100 SHOCKOE SLIP AR RTN MAIL:
2ND FLOOR
CITY: RICHMOND STATE : VA ZIP: 23219-0000
R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 01/01/18 LOC : 216
ACCEPTED AR#: 217 12 1414 DATE: 07/31/17 RICHMOND CITY
CURRENT AR#: 217 12 1414 DATE: 07/31/17 STATUS: A ASSESSMENT INDICATOR:
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
17 370.00 50,000

(Screen Id.:Corp_Data_Inquiry)