



**ALEXANDRIA CITY SCHOOL BOARD
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ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)**

INVITATION TO BID (ITB)

for the

**STADIUM RENOVATION PROJECT
at
T.C. Williams High School**

ITB NUMBER 200031

**OPENING DATE: April 3, 2020
OPENING TIME: 3:00 PM EST**

The Invitation for Bid and related documents may be obtained from the Alexandria City Public Schools (ACPS) web site at:

www.acps.k12.va.us/purchasing.

Registration on Vendor Self Service is required to submit a response.

All Bids shall remain valid for a period of ninety (90) days.

**ALEXANDRIA CITY PUBLIC SCHOOLS
DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS**

Date of ITB – March 3, 2020

BACKGROUND

Alexandria City Public Schools (ACPS) serves more than 15,000 students who are from more than 114 countries and speak 119 languages. ACPS has 18 schools, including two middle schools, two K-8 schools, one pre-K school and the internationally recognized T.C. Williams High School. In addition, there are 3 other facilities which support our school division. ACPS is committed to ensuring that each and every student succeeds.

Five of our structures reach or exceed 75 years of age within the next five years. Over the next 20 years, an additional seven will reach 75-plus years and one will be 111 years old.

Other ACPS support facilities include: Transportation facility, maintenance warehouse, boathouse, Chance for Change School and the central administration building.

ACPS has recognized the need to modernize the Parker-Gray Memorial Stadium at T.C. Williams High School. As student enrollment continues to grow, there is an increasing need for modern facilities that meet the needs of the current and future student population, our athletics programs, and the marching band. The aim is to create a multi-use facility that will serve the needs of Alexandria's only public high school and our community.

SECTION 1. PURPOSE

ACPS is seeking responses from qualified Bidders for the renovation of the stadium and included structures at T.C. Williams High School, located 3330 King Street, Alexandria, VA 22302 via this Invitation to Bid ("ITB", also interchangeably referred to as "Solicitation").

SECTION 2. SCOPE OF WORK AND DELIVERABLES

The Work consists of the following (Refer to Drawings and the remainder of the Solicitation Documents for complete scope of work):

1. Attachment "A" Specifications, titled "Project Manual, Construction Documents.", *dated* November 16, 2019 (667) pages (including cover);
2. Attachment "B" Drawing Package, titled "ACPS T.C. Williams High School – Parker Gray Stadium Renovation", *dated* July 26, 2019 (121) sheets (including cover);
3. Add Alternate #1, titled "Addendum No. 1 Parker Gray Field", *dated* March 6, 2019; and
4. Add Alternate #2, titled "Addendum No. 2 Parker Gray Field, HCM Project No. 216127", *dated* October 8, 2019.

The successful Bidder shall provide all labor, materials and equipment for the completion of the stadium renovation work, as defined in the Project Manual (Specifications) and Drawing Package, as amended.

Site Constraints and Sequencing

With ACPS' football season commencing the end of August, it is imperative that the fields/play areas be finished and fit for use by or before Substantial Completion, as defined below. Any delivery method and project schedule presented must account for this requirement.

SECTION 3. TIME FOR COMPLETION

The undersigned Bidder agrees to commence the work per the specifications made part of this ITB, on the specific date in a written contract award or notice to proceed issued by ACPS, and shall achieve the following construction milestones:

Project Start Date and Kickoff Meeting (Anticipated): May 11, 2020
Substantial Completion: August 21, 2020
Final Completion: October 21, 2020

SECTION 4. TIMELINE OVERVIEW

Listed below are the tentative timeframes for events related to the ITB and ACPS' due diligence process. The activities with specific dates must be completed as indicated unless otherwise changed by the ACPS. ACPS reserves the right to modify any timeframe or deadline in this ITB. In the event that the ACPS finds it necessary to change any timeframe or deadline listed below or in this ITB, it will do so by issuing an addendum to the ITB.

Event	Timeframe
Invitation to Bid Issuance	March 3, 2020
Non-Mandatory Pre-Bid Conference and Site Visit	March 6, 2020, 11:00 a.m. EST
Deadline for Receipt of Questions	March 18, 2020, 3:00 p.m. EST
Bids Due	April 3, 2020, 3:00 p.m. EST

SECTION 5. NON-MANDATORY PRE-BID CONFERENCE & SITE VISIT

A non-mandatory pre-bid conference and site walk will be held on March 6, 2020 at 11:00 am EST, at T.C. Williams High School, located at 3330 Taney Avenue, Alexandria, VA 22302. All attendees will assemble at the main entrance stairs leading to the stadium. Please allow sufficient time to assemble for an on time meeting.

The purpose of the Pre-Bid Conference is to provide potential bidders an opportunity to tour the site, ask preliminary questions, and to obtain clarifications about any aspect of this ITB. Bidders may submit advance questions prior to the pre-bid conference to david.banks@acps.k12.va.us.

Although there will be questions and answers during this conference, all questions must be formally submitted and answered in writing or are otherwise non-binding on ACPS. Only written questions and answers published via an addendum will be acknowledged as part of the clarification or change that may result in a modification to ACPS' requirements.

SECTION 6. INTERPRETATION OF SOLICITATION

Any questions pertaining to this solicitation shall be directed to:

Alexandria City Public Schools
Attn: David F. Banks
Director of Procurement
1340 Braddock Place, Suite, 620
Alexandria, VA 22314
Email: david.banks@acps.k12.va.us

All questions must be submitted via email by or before 3:00 p.m. EST March 18, 2020. No verbal questions shall be allowed. Include the ITB number and the title of the solicitation in the subject line of the email.

If Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITB, it shall immediately notify the point of contact for this solicitation of such error in writing and request modification or clarification. Any bid that includes assumed clarifications and/or corrections without the required authentication of the same shall be subject to rejection by ACPS.

Interpretations, changes, or clarifications considered necessary by ACPS in response to such questions will be issued via formal Addenda and posted on ACPS' [Vendor Self-Service](#) (VSS) System as well as on our website at: www.acps.k12.va.us/purchasing. ACPS endeavors to issue this submission **by or before close of business on March 20, 2020.** Bidders are solely responsible for checking these venues regularly for all Addenda.

SECTION 7. INSTRUCTIONS TO BIDDERS

Bids must be submitted in accordance with the instructions and requirements contained in this ITB, including the Introduction. Failure to do so may result in the bid being considered non-responsive and it may be rejected. A Bidder must promptly notify the Procurement office of any ambiguity, inconsistency, or error which may be discovered upon examination of the ITB. A Bidder requiring clarification or interpretation of this ITB should email david.banks@acps.k12.va.us.

Prospective Bidders, sometimes referred to as providers, contractors, or vendors, are to address the criteria below at a minimum as part of their submitted bid. Each bid should include a transmittal letter and management overview of the bid. Bids are to include and shall be evaluated on the following factors, together with such other factors as will protect and preserve the interests of ACPS, which may also be considered.

In order to be deemed responsive, in addition to the submission of the required bid forms, the following information must be provided in the bid response:

1. **Project Delivery/Bid Schedule.**

The ability, capacity, and skill of the Bidder to provide the services and/or items described in this ITB and in a prompt and timely manner without delay or interference shall be considered and evaluated. This will include a review of the Bidder's estimated project schedule for conformance with ACPS' project requirements.

2. As noted above, with ACPS' football season commencing the end of August, it is imperative that the fields/play areas be finished and fit for use by or before

Substantial Completion, as defined below. Any delivery method and project schedule presented must account for this requirement.

3. Past Performance.

Bidder must provide information regarding the quality and timeliness of performance of previous renovation projects similar to the requirements described in this ITB where projects were successfully completed adjacent to an active building/site and/or where projects were completed while work, done by others, was being completed concurrently. This will include an evaluation of the project references provided, as well as a review and evaluation of demonstrated experience navigating the permit process.

4. References.

In support of the past performance information provided in accordance with items 3, above, each Bidder shall provide a minimum of three (3) references from similar projects successfully completed within the past seven (7) years.

5. Compliance.

Each Bidder shall state whether any of Bidder's owners, officers, 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. If so, please state the complete name and address of each such person and their connection to ACPS. Each Bidder is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 18 of this ITB, apply to this ITB.

6. Price.

The Bidder must submit a Firm Fixed Price bid, which shall include any proposed fees and rebate structures. The bid must contain a detailed Schedule of Values, for any fees proposed.

7. Exception, Assumption, or Conditions.

Any exceptions taken, assumption made, or conditions to the submitted bid, including any requested revisions to the language provided in the sample agreement, if any, must be provided.

- D. Also include any other materials you may want to submit as part of your Bid response.
- E. ACPS may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- F. ACPS has the right to use any or all ideas presented in reply to this ITB, subject only to the limitations regarding proprietary/confidential data of Bidder.
- G. ACPS is not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by Bidder in the preparation, submission, and presentation of the bid are the sole responsibility of the Bidder and may

not be charged to ACPS.

- H. Only ACPS will make news releases pertaining to this ITB or the proposed award of a Contract.
- I. Each Bidder who is a stock or Nonstock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- J. Each Bidder is required to state if it has ever been suspended or debarred, fined, had a contract terminated, by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the bid response.

SECTION 8. SUBMITTAL PROCEDURES

Electronic Bids must be submitted to ACPS' [Vendor Self Service](#) (VSS) system before the closing date and time, as specified in the cover page of this solicitation or subsequent addenda. The time of receipt shall be determined by the VSS system's electronic time stamp. The registration process must be completed before submitting any response to a solicitation, so allow enough time to complete that process first.

In addition, one copy of the response on a USB flash-drive must be submitted via mail or hand-delivered in a sealed envelope to be considered and evaluated. Sealed envelopes must be received within the closing date and time, as specified on the cover page of this solicitation or subsequent addenda to the following location:

Alexandria City Public Schools (ACPS)

David F. Banks, Director
Procurement & General Services
1340 Braddock Place, Suite 620
Alexandria, Virginia 22314

The time of receipt shall be determined by the time clock stamp in the Procurement Office. Faxed or e-mailed bids are not acceptable. SECURITY CHECK-IN IS REQUIRED ON THE LOBBY FLOOR EVEN IF PARKING IN THE UNDERGROUND GARAGE. PLEASE ALLOW TIME FOR SECURITY CHECK IN FROM THE LOBBY ENTRANCE.

Electronic bids and/or mailed or hand-delivered bids received after the date and time specified may not be accepted or considered.

Bidders may submit an additional file on the USB flash-drive as a redacted copy that includes the removal of all proprietary items and include in the file name as "Redacted for Proprietary Information". If no proprietary information is removed, bidder shall in its written transmittal letter make such statement.

ACPS and its bidders, employees or agents will not be responsible for the opening of an envelope or package prior to the scheduled closing date and time, if that envelope or package is not appropriately sealed and/or marked as specified.

ACPS reserves the right to cancel this ITB and/or reject any or all bids, to waive informalities in any bid, and to award to the Bidder whose Bid is, at the sole discretion of ACPS, determined to be in the best interest of Alexandria City Public Schools.

Each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the ITB documents, including any addenda, before submitting a Bid. ACPS is not responsible for any ITB obtained from any source other than ACPS.

As a requirement for the project, Bidders must be able to submit Performance and Payment Bonds. The Bidders shall provide with their Submittals a letter from a surety or bonding agent stating the Bidder is able to acquire performance and payments bonds for the Project.

In addition to the five (5) mandatory items included in Section 7, above, each Bidder must include with its Submittal a completed and signed copy of the following:

1. All signed addenda forms, confirming receipt of all clarification, changes, and/or modifications made to the ITB (if applicable)
2. Bidder's Proposal Form (Attachment A)
3. Bidder's Reference Form (Attachment B)
4. Prior Judgments Certification (Attachment C)
5. Prior Convictions Certification (Attachment D)
6. Substantial Compliance with Prior Contracts with Public Bodies Certification (Attachment E)
7. Debarment Certification (Attachment F)

SECTION 9. MISCELLANEOUS.

- A. Ownership of Material – Ownership of all data, materials, and documentation originated and prepared for ACPS pursuant to the ITB shall belong exclusively to ACPS and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.
- B. As this is an ITB, no information regarding the bid records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia.

Once an award has been made, all bids will be open to public inspection subject to the provisions set forth above.

- C. Any interpretation, correction, or change of the ITB will be made by an addendum. Interpretations, corrections or changes of this ITB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The ACPS Procurement office will issue all Addenda.
- D. No Bidder shall confer on any School system employee having official responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. ACPS may make investigations to determine the ability of the Bidder to perform or supply the services and/or items as described in this ITB. ACPS reserves the right to reject any bid if the Bidder fails to satisfy ACPS that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of ACPS to maximize participation by minority and women owned business enterprises in all aspects of ACPS contracting opportunities.
- I. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Bidder shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Bidder in regards to law, code, or regulation compliance. ACPS reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, Bidders, contractors, and subcontractors are applicable to this ITB.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.
- M. The procurement provisions of the Code of Virginia (1979), as amended, Sections 23.2-1, et seq., as well as ACPS Procurement Manual, apply to this ITB, unless specifically modified herein. ACPS Procurement Manual can be reviewed at the Procurement office.
- N. Insurance Requirements.

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds

required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance ACPS may have. The policies and coverage's required are those as may be referred to in the sample contract and/or the terms and conditions attached to this ITB.

- O. Sufficient Financial Ability. The Bidder must have sufficient financial ability to perform the contract services. Performance and payment bonds will be required for the Project. Bidders shall demonstrate their financial ability to perform the services of the Contract by providing with their Submittals a letter from a surety or bonding agent stating that the Bidder can acquire performance and payment bonds for the Project, each in the amount of the Bidders proposed cost from a corporation included on the United States Treasury list of acceptable surety corporations.
- P. Appropriate Experience. The Bidder must have appropriate experience to perform the minor design and interior renovation services required for the Project(s). More specifically, the Bidder must possess all licenses, registrations, and insurance necessary to perform the Work required for the Project(s) according to the Commonwealth of Virginia.
- Q. No Prior Judgments. It must be true that neither the Bidder, nor any officer, director nor owner thereof has had any judgments entered against it within the past ten years for the breach of any contract for governmental or nongovernmental construction, including, but not limited to, design-build and construction management contracts. ACPS reserves the right to waive this requirement if ACPS determines that it is in its best interest to do so. The Bidder shall include with its Submittal a completed and signed copy of the **Attached Prior Judgments Certification.**
- R. Substantial Compliance with Prior Contracts with Public Bodies. It must be true that the Bidder has, except for good cause, substantially complied with the terms and conditions of all prior contracts with ACPS for construction. The Bidder has, except for good cause, substantially complied with the terms and conditions of all prior construction management contracts with other "public bodies" as that term is defined in the Virginia Public Procurement Act. The Bidder shall include with its Submittal a completed and signed copy of the **Attached Substantial Compliance with Prior Contracts with Public Bodies Certification.**
- S. No Prior Convictions. It must be true that neither the Bidder, nor any officer, director, owner, project manager, procurement manager or chief financial officer thereof, has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 of the Virginia Public Procurement Act, (ii) the Virginia Governmental Frauds Act, (iii) Chapter 4.2 of title 59.1 of the Code of Virginia, or (iv) any substantially similar

law of the United States or another state. The Bidder shall include with its Submittal a completed and signed copy of the **Attached Prior Convictions Certification**.

- T. Not Suspended or Debarred. It must be true that neither the Bidder, nor any officer, director or owner thereof, is currently suspended or debarred pursuant to an established suspension or debarment procedure from bidding nor contracting with any “public body” as that term is defined in the Virginia Public Procurement Act, agency of another state, or agency of the federal government. The Bidder shall include with its Submittal a completed and signed copy of the **Attached Debarment Certification**.

SECTION 10. BID EVALUATION

ACPS’ evaluation of bids will be based on the extent to which each bid meets the requirements of the ITB and the extent to which the Bidder is able to perform successfully the services sought by ACPS. Bids that meet the qualification requirements as set forth in the Instructions to Bidders section of this solicitation will be evaluated using the following criteria and the number and types of exceptions taken by the Bidder.

SECTION 11. METHOD OF SOURCE SELECTION

ACPS is using the competitive sealed bid method of source selection for this procurement, as authorized by the Virginia Code §2.2-4301(3)(b)(1). If an award(s) is made, ACPS will issue an award to the lowest responsive and responsible Bidder.

It is ACPS’ intent that this solicitation promotes competition. It shall be the bidders’ responsibility to advise ACPS if any language, requirements or specification restrict or limit the purchase to a single source. Such notification must be received by the ACPS Director of Procurement no later than ten (10) calendar days prior to the date and time set for bid opening. A review of such notification will be made and the bidder will be notified of the results of the review.

SECTION 12. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

Each Bidder acknowledges by submitting a bid that it has taken steps reasonably necessary to ascertain the nature and location of the Work of the solicitation, and that it has investigated and satisfied itself as to the general and local conditions and factors which can affect the work or its cost, including but not limited to:

- (a) Conditions bearing upon transportation, disposal, handling and storage of materials;
- (b) The availability of labor, water, electric power, and roads;
- (c) Access to the equipment;
- (d) Extent and condition of the listed equipment;
- (e) Uncertainties of weather, river stage, tides, or similar physical conditions at the site;
- (f) The conformation and conditions of the ground; and
- (g) The character of equipment and facilities needed before and during work performance.

Each Bidder also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory

work publicly or otherwise available, as well as from the drawings and specifications made a part of this solicitation. Any failure of a Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to ACPS.

The Bidder shall make all necessary investigations to determine the existing utility lines or structures that require relocation or reconstruction or any other work beyond normal protection or as called for in the Agreement Documents, then such additional work will be ordered under the terms of the clause entitled "Changes in Work."

ACPS assumes no responsibility for any conclusions or interpretations made by the Bidder based upon the information made available by ACPS. ACPS assumes no responsibility for any understanding reached or representations made concerning conditions which can affect the work by any of its officers or agents before the execution of the contract, unless that understanding or representation is expressly stated in the Contract.

SECTION 13. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE ITB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, it shall immediately notify the Director of Procurement of such error in writing and request modification or clarification of the ITB. Any Bid that includes assumed clarifications and/or corrections without the required authentication of the same shall be subject to rejection by ACPS. Any necessary modification or clarification to the ITB will be made and corrections posted by an Addendum to this ITB.

SECTION 14. WAIVER OF INFORMALITIES

ACPS reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for ACPS to properly evaluate the bid by a bidder, ACPS reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

SECTION 15. TIE BIDS

- a. If two (2) or more Bidders submit Bids that are identical as to price, quality, and service, preference shall be given to goods produced in Virginia or goods or services or construction provided by Virginia persons, firms, or corporations; otherwise, the tie shall be decided by lot or as hereinafter provided.

Whenever any Bidder is a resident of any other state and such state under its laws allows a resident contractor of that state preference, a like preference may be allowed to the lowest responsible Bidder who is a resident of Virginia.

SECTION 16. BID AWARD

- a. An award pursuant to the ITB will be awarded to the lowest responsive and responsible bidder;
- b. Where the unit price and the extension price are at variance, the unit price will prevail;
- c. The Procurement Office will post the bid tabulation to the ACPS website.

SECTION 17. BID AND PRESENTATION COSTS

ACPS shall not be liable in any way for any costs incurred by any Bidder in the preparation of its Bid in response to the ITB.

SECTION 18. NO BID

If Contractor desires not to bid on the ITB, the Contractor should forward an acknowledgment of "No Bid" to the Procurement Office.

SECTION 19. BID WITHDRAWAL PROCEDURE

A Bidder may withdraw its Bid from consideration at any time prior to the bid opening by notifying the ACPS Director of Procurement in writing.

Subsequent to the commencement of the bid opening procedure, but prior to award, a Bidder may withdraw its Bid from consideration if the price bid was substantially lower than other Bids due solely to a mistake therein, provided:

- (i) that the Bid was submitted in good faith;
- (ii) and the mistake was a clerical mistake as opposed to a judgment mistake was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the Bid; and
- (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Procurement Manager's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the Bid sought to be withdrawn. Written notice of the Bid withdrawal must be provided by the Bidder within two (2) Business Days of the conclusion of the bid opening procedure. By close of business on the second business day following the written notice of withdrawal, the Bidder must submit to the ACPS Director of Procurement all original work papers, documents, and materials used to prepare the Bid.

The aforementioned notice and documents must be delivered in person or by registered mail to the ACPS Director of Procurement. The ACPS Director of Procurement's determination shall be made in writing within five (5) Business Days of receipt of the notice of the Bid withdrawal, shall state the reason for denial of the request for withdrawal (if applicable), and may only be based upon the original work papers, documents, and materials delivered as requested above.

SECTION 20. BID ACCEPTANCE

Submission of a signed Bid is certification by the respective bidder that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with ACPS, and that it will accept any award made to it as a result of the submission. ACPS' Purchase Order will serve as a payment document and Agreement, and the Purchase Order Number shall be shown on all invoices and correspondence.

SECTION 21. INSURANCE REQUIREMENTS

The Bidder also acknowledges that evidence of required insurance coverage must be submitted with the Bid and that ACPS may rescind its acceptance of the Bidder's Bid upon the failure of the Bidder to promptly provide the evidence of insurance (See Attachment A, Insurance Requirements).

SECTION 22. SURETY REQUIREMENTS

Bid Surety:

A fully completed and properly executed original Bid Bond, cashier's check, certified check, money order, or cash escrow in the amount of 5% of the amount of the bid made payable to ACPS shall accompany each bid (UPLOADED BID BOND REQUIRED). The Bid Surety of all Bidders may be retained until after the award to the successful Bidder is made. The Bid Surety of the successful Bidder shall be retained until completion of the Contract or the posting of a Performance Bond, whichever occurs sooner. A bid submitted/UPLOADED without a bid surety, or with a bid surety in an amount less than the required amount, shall be rejected.

Failure to Execute:

The failure to accept an award and file acceptable Performance and Payment Bonds within ten (10) days after notice of award shall be just cause for cancellation of the award and the forfeiture of the Bid Surety to ACPS as liquidated damages. Award may then be made to the next lowest responsive and responsible Bidder.

Performance Surety:

Awardee shall submit a fully completed and properly executed original Performance Bond in the amount of 100% of the amount of its Bid to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to ACPS. Where applicable, the Performance Bond shall be renewable annually in the original amount through completion of the Contract, including expiration of all warranty and guarantee periods.

Payment Bond:

Awardee shall submit a fully completed and properly executed original Payment Bond in the amount of 100% of the amount of the bid, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract, shall be required of the successful Bidder. The Bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to ACPS. Where applicable, the Payment Bond shall be renewable annually in the original amount for the duration of the Contract Term.

Alternate Surety:

If approved by ACPS, a Bidder may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bid bond, payment bond or performance bond. Approval shall be granted only upon a determination by ACPS that the alternative form of security proffered affords protection to ACPS equivalent to a corporate surety's bond.

SECTION 23. EXAMINATION OF SOLICIATION DOCUMENTS

It is the responsibility of each Bidder to examine thoroughly the Solicitation Documents and other related data identified in the ITB before submitting a Bid in response to the ITB.

SECTION 24. VIRGINIA CONTRACTOR LICENSE

For all work that is classified as being performed by “Contractors” as defined by the Virginia State Board of Contractors, a Class A, or B License is required. If a Bidder fails to obtain this license prior to submission of Bid, the Bid shall be rejected.

If a contract for performing or managing construction, removal, repair or improvements is for \$120,000 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the Bidder within any twelve (12) month period is \$750,000 or more, the Bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a “**Class A Contractor**”.

If a contract for performing or managing construction, removal, repair or improvements is for \$10,000 or more, but less than \$120,000, or if the total value of all such construction, removal, repair, or improvements undertaken by the Bidder within any twelve (12) month period is \$150,000 or more, but less than \$750,000, the Bidder is required under Title 54.1, Chapter 11, Code of Virginia, as amended, to be licensed as a “**Class B Contractor**”.

For further information, contact the State Board for Contractors website at: <http://www.dpor.virginia.gov/Boards/Contractors/>

SECTION 25. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of ACPS Procurement Office that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material, or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Procurement Office to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by ACPS.

Transportation and Delivery:

Bidder's prices shall include all charges for packing, handling, freight, and storage.

SECTION 26. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

If the bid by the lowest responsive and responsible bidder exceeds available funds, ACPS reserves the right to negotiate with the apparent low bidder pursuant to §2.2-4318 Code of Virginia, and the School Board Policy. The conditions and procedures under which such negotiation may be undertaken are that the Director of Procurement shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of ACPS, in the sole discretion of ACPS.

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EXHIBIT A

BID SUBMISSION FORM

INVITATION TO BID (ITB) NUMBER 200031

UPLOAD REQUIRED, 1 COPY ON A USB MAILED REQUIRED.

The proper Legal Name of the Business Entity submitting this response must be written in the space provided below. The Bid Form, and all other associated documents required by this Invitation to Bid shall be submitted with this Bid Form, including any addendum, for your Bid to be considered. The Form must be signed by a person authorized to legally and contractually bid the Bidder under this obligation.

SUBMITTED BY: _____

BUSINESS ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO. _____

EMAIL ADDRESS: _____

SCC ID NO.: _____

Project Bid: Project consists of providing Site Renovation for Douglas MacArthur at Taney Avenue, as listed in this ITB. The Bidder, having carefully examined the Procurement documents, including all addendums, the specifications, the drawings, and contracting requirements, and being familiar with all conditions and requirements of the Work, hereby agree to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the Work for the Firm Fixed Price defined below.

BIDDER'S PROPOSAL FORM:

The Bidder's Cost Proposal is as follows:

Firm Fixed Price for completion of the Base Scope of the Stadium Renovation Project is:
\$ _____

Bidder proposes the following additional alternates, which may be issued with contract award, or held as an option for no more than ninety (90) days after contract award.

Add Alternate #1: Stadium Lighting Installation: \$ _____

Add Alternate #2: Press Box Fabrication & Installation: \$ _____

Bidder shall also provide the following as supporting documentation for the Firm Fixed Prices provided herein:

1. Stadium Renovation Project narrative and pricing with detailed Schedule of Values.

Bidder further agrees to hold the price submitted for a period no less than 90 days from the Bid opening date and time.

BID GUARANTEE

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish the Performance Surety and Payment Bond within **10** days after a written Notice of Award. Failure to do so Contractor agrees to forfeit to Owner the cashier's check, certified check, U.S. money order, or bid bond for such failure, in the amount constituting five percent (5%) of the Base Bid amount above.

INSURANCE GUARANTEE

The bidder acknowledges that evidence of required insurance coverage must be submitted soon after contract award and that ACPS may rescind its acceptance of the Bidder's bid upon the failure of the Bidder to promptly provide the evidence of insurance. (See Attachment H)

SUBCONTRACTORS AND SUPPLIERS

The following companies shall execute subcontracts for the portions of the Work indicated:

Revise list below to suit Project. Architect should verify listed subcontractors' qualifications prior to issuing the Notice of Award.

1. _____.
2. _____.
3. _____.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by ACPS as being

nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder ___ does have ___ does not have a Virginia Contractor's License.

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number.

Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number _____. Contractor shall be registered with the Virginia State Corporation Commission (SCC), the SCC ID is _____.

The undersigned hereby agrees, if this bid is accepted by the City, to provide the services and/or items in accordance with this Invitation to Bid and to execute a contract for such services and/or items.

Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

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REFERENCES

List at least 3 references from projects successfully completed within the past seven (7) years, demonstrating the quality and timeliness of performance of previous renovation projects similar to the requirements described in this ITB.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

(Signature of Bidder)

(Date)

PLEASE INSERT ANOTHER SHEET FOR ADDITIONAL REFERENCES

PRIOR JUDGMENTS CERTIFICATION

Has the Offeror, or any officer, director or ACPS thereof, had any judgments entered against it within the past ten years for the breach of any contract for governmental or nongovernmental construction, including, but not limited to, design-build and construction management contracts?

Yes ___ No ___

If yes, then attach a separate sheet(s) of paper that identifies and explains all such judgments.

The Offeror understands that its failure to complete and sign this Certification shall render its Submittal non-responsive and the Offeror unqualified.

Signed: _____ **Date:** _____

Name of Offeror: _____

**END
ATTACHMENT**

PRIOR CONVICTIONS CERTIFICATION

Has the Offeror, or any officer, director, ACPS, project manager, procurement manager or chief financial officer thereof, been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 of the Virginia Public Procurement Act, (ii) the Virginia Governmental Frauds Act, (iii) Chapter 4.2 of title 59.1 of the Code of Virginia, or (iv) any substantially similar law of the United States or another state?

Yes ____ No ____

If yes, then attach a separate sheet(s) of paper that identifies and explains all such convictions.

The Offeror understands that its failure to complete and sign this Certification shall render its Submittal non-responsive and the Offeror unqualified.

Signed: _____ **Date:** _____

Name of Offeror: _____

**END
ATTACHMENT**

**SUBSTANTIAL COMPLIANCE WITH PRIOR CONTRACTS WITH PUBLIC BODIES
CERTIFICATION**

Has the Offeror, except for good cause, substantially complied with the terms and conditions of all prior contracts with ACPS for construction, including, but not limited to, design-build and construction management contracts? If the Offeror has not previously contracted with ACPS for construction, including, but not limited to, design-build and construction management contracts, then has the Offeror, except for good cause, substantially complied with the terms and conditions of all prior construction management contracts with other “public bodies” as that term is defined in the Virginia Public Procurement Act?

Yes ____ No ____

If no, then attach a separate sheet(s) of paper that identifies and explains all such instances of substantial non-compliance.

The Offeror understands that its failure to complete and sign this Certification shall render its Submittal non-responsive and the Offeror unqualified.

Signed: _____ **Date:** _____

Name of Offeror: _____

**END
ATTACHMENT**

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all bidders submitting a bid in response to this Invitation for Bids:

1. The Bidder certifies, to the best of its knowledge and belief, that neither the Bidder nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Bidder shall provide immediate written notice to the Alexandria City Public Schools Purchasing Director if, at any time prior to award, the Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Bidder rendered an erroneous certification, in addition to other remedies available to Alexandria City Public Schools, the ACPS Purchasing Director may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

SUBCONTRACTORS AND SUPPLIERS

Please check here if you are not using a sub-Contractor: _____

If not, the following companies shall execute subcontracts for the portions of the Work indicated:

Sub-Contractor(s) Name	Address (Street, City, State, Zip)	Anticipated Dollar Amount	Small/Minority Classification

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ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)

I understand the insurance requirements and, if issued this Contract, will submit a Certificate of Insurance to Alexandria City Public Schools in the amount and type as set forth below.

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

- | | |
|---|--|
| <p>1. Worker’s Compensation and Employers’ Liability
Required when Contractor has three (3) or more employees.</p> | <p>Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. Benefits as required in labor union agreements, including the “All States” endorsement. \$1,000,000 each accident; \$1,000,000 each disease; \$1,000,000 policy limit for employer’s liability. USL&H coverage included.</p> |
| <p>2. Commercial General Liability
Required on all ACPS contracts.</p> | <p>\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate. The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after ACPS’s final acceptance of the work.</p> |
| <p>3. Automobile Liability
Required on all ACPS contracts.</p> <p>Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.</p> | <p>\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists.</p> <p>Must include the following:
Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.</p> |
| <p>4. Property Coverage
Required when Contractors:
A. Uses their own personal property or equipment on ACPS property; and/or
B. Stores or leaves equipment or personal property on ACPS Property; and/or
C. Uses materials for building NOT owned by ACPS until installed.</p> | <p><u>Commercial Property Policy/Builders Risk</u>: Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake and terrorism.</p> <p><u>Contractor’s Equipment Floater</u>: Provide coverage for Contractor’s mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges and tunnels.</p> |

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

5. **Crime Policy**
REQUIRED WHEN CONTRACTOR:
 - A. Collects money, securities or other property on behalf of ACPS, and/or
 - B. Requires the use of ACPS money, securities, or negotiable property to be in Contractor's care, custody and control and/or
 - C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.

\$1,000,000 limit for employee theft of money, securities and other property owned by the contractor. An endorsement should also be added to the policy to cover theft of ACPS's money, securities, or other property (third party coverage).
6. **Professional Liability/Errors & Omissions**
Required when:
 - A. Contractor must maintain a license or special degree.
 - B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.
 - C. Law enforcement, contractors.

A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by ACPS is part of the work.

\$1,000,000 each claim and aggregate.

C. Where applicable \$10M Law Enforcement contractors. Coverage may be provided in the General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).
7. **Excess Liability/Umbrella**

\$2,000,000 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.
8. **Garage Liability**
Required when the contractor takes possession of ACPS's owned vehicles including buses in order to repair.

\$1,000,000 bodily injury and property damage each occurrence/accident.
9. Alexandria City Public Schools must be named as an **additional insured** on all insurance policies other than Worker's Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.)

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

- 10. **Pollution Liability**
Coverage should be included with a \$1,000,000 limit for each occurrence, claim or pollution incident. This coverage is required of all contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.
- 11. Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.
- 12. Best's Guide rating: "A-" VIII or better, or its equivalent. The insurance companies should be lawfully authorized to do business in the Commonwealth of Virginia.
- 13. The Certificate(s) of Insurance shall state the ITB or ITB or Contract Number and Title.

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W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
This form shall be uploaded as part of Vendor Self Service Registration

Form (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶ Address (number, street, and apt. or suite no.) Requester's name and address (optional)	
City, state, and ZIP code		
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
		Social security number [] [] [] - [] [] - [] [] [] [] [] []
		Employer identification number [] [] - [] [] [] [] [] [] [] [] [] []
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶	Date ▶
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
		Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
Cat. No. 10231X		Form W-9 (Rev. 12-2011)



SAMPLE AGREEMENT

**ALEXANDRIA CITY SCHOOL BOARD
Db
ALEXANDRIA CITY PUBLIC SCHOOLS
ALEXANDRIA, VIRGINIA**

And

For the

Stadium Renovation Project at T.C. Williams High School

This Agreement (hereinafter "Agreement") dated _____ is made by and between the Alexandria City School Board dba Alexandria City 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 _____, a _____ duly organized under the laws of State of _____, who is authorized to do business in the Commonwealth of Virginia with a principal place of business _____, (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, pursuant to the Virginia Public Procurement Act ("VPPA"), §2.2-4302; ACPS received bids in response to Invitation to Bid Number 200031;

WHEREAS, ACPS after careful review determined the Contractor meets all the criteria as set forth in ITB No. 200031 and offers the most advantageous bid to ACPS;

NOW, THEREFORE, with the intent to be legally bound hereby, the parties to this Agreement set forth the following as the terms and conditions of their understanding and in consideration of the mutual promises contained herein, ACPS and Contractor agree as follows:

1. AGREEMENT DOCUMENTS

The Agreement Documents are comprised of the following:

1. The terms and conditions of this Agreement, including all written and properly executed modifications, amendments and change orders after execution of this Agreement by an authorized representative of the parties;
2. Invitation to Bid No. 200031, as amended, is hereby incorporated by reference, including all drawings and specifications; and
3. Exhibit A – The Original executed Bid Submission Documents in response to ITB NO. 200031, submitted and duly signed by the Contractor, *dated* _____ to include Bid Bond, and Performance and Payment Bond.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Agreement Documents, the terms and provision of this Agreement shall prevail over the other Agreement Documents.

The Agreement Documents set forth the entire Agreement between ACPS and the Contractor. ACPS 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 Agreement Documents. The Agreement Documents may be referred to herein as the "Contract" or "Agreement."

2. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The performance of the Contractor required by this Agreement is subject to the review and approval of the ACPS's Contracting Officer's Technical Representative (COTR), who shall be appointed by ACPS Superintendent or designee.

However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".

3. SCOPE OF WORK

The Contractor will furnish all labor, materials, and equipment to complete the renovation of the Stadium and included structures at T.C. Williams High School and all other work shown, described and required in the Agreement Documents (hereinafter referred to as the "Project" or the "Work"). The Work shall be performed according to the standards established by the Agreement Documents read together as a single specification. It shall be the obligation of the Contractor to obtain clarification from the COTR concerning any questions about or conflicts in the specifications, drawings and construction notes in a timely way so as not to delay the progress of the Work. The Agreement Documents set forth the minimum Work estimated by ACPS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide 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 and execution of its Work.

4. TIME FOR COMPLETION

As time is of the essence in the delivery of this project, the Work under this Agreement must be completed as follows:

Substantial Completion of the Work by or before August 21, 2020; and

Final Completion of the Work by or before October 21, 2020.

Dates are subject to any modifications made as provided for in the Agreement Documents. Work will not reach Final Completion until it meets the requirements as set forth in the General Conditions and Project Construction Documents – drawings and specifications.

The Contractor agrees that the time for completion of the Work as described in the Agreement Documents shall govern unless specifically amended in writing by ACPS, and that no claims for early completion are allowed to be presented by the Contractor to ACPS unless specifically provided for in the Agreement Documents.

5. AGREEMENT AMOUNT

ACPS will pay the Contractor a Firm Fixed Price amount of \$_____ for the Work as specified in Section 2, "Scope of Work and Deliverables" of the ITB. The Contractor agrees that it shall complete the Work for the total Agreement Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Agreement Documents.

ACPS reserves the right to add the following scope of work items to the contract, at the values proposed by Contractor, for up to ninety (90) days after the execution of this Agreement:

Add Alternate #1: Stadium Lighting Installation \$_____

Add Alternate #2: Press Box Fabrication & Installation \$_____

The addition of these items to the scope of services defined herein shall be by written modification to this Agreement.

6. PROGRESS PAYMENTS AND RETAINAGE

ACPS will make monthly progress or partial payments to the Contractor upon written application by the Contractor, on the basis of an estimate, provided by the Contractor and approved by ACPS, of all work performed during the preceding calendar month to the satisfaction of ACPS. However, in making any progress payment, five percent (5%) of the amount of the estimate upon which the progress payment is based will be retained by ACPS until Final Completion and acceptance of all Work covered by the Agreement.

All material and work covered by partial payments made by ACPS will become the property solely of ACPS at the time the partial payment is made, but this provision will not be construed as relieving the Contractor from the sole responsibility, care and custody for all

materials and work upon which payments have been made, or the restoration of any damaged work, nor shall this provision be construed as a waiver of ACPS's right to require the fulfillment of all of the terms of the Agreement.

When calculating payment for materials on-site, ACPS shall not pay for materials which are not scheduled for incorporation into the Work within thirty (30) days from the date of application for payment.

7. RELEASE AND REQUEST FOR FINAL PAYMENT

Upon Final Completion of the Project and before Final Acceptance, the Contractor will submit to ACPS a signed copy of ACPS' Release and Request for Final Payment form, per the General Conditions.

8. PAYMENTS AND INVOICES

Payments will be recorded by ACPS as net forty five (45) days. The Contractor will be paid within forty five (45) days after the date of receipt of a correct (as determined by ACPS) invoice approved by ACPS for completed work which is reasonable and allocable to the Contract, or the date of acceptance of the Work which meets the Agreement requirements, whichever is later. All invoices must be submitted only in electronic form and include the following information:

- Purchase Order Number
- Period of Performance
- Description of Work Performed
- Date of Invoice
- Dollar Value of Current Invoice
- Amount Paid to Date
- Remaining Balance to complete the Work.

All non-compliant invoices will be rejected for correction and reissuance. Unless otherwise specified by the Agreement Documents, payment shall not be made prior to delivery and acceptance of the entire order or deliverable by ACPS.

In order to be deemed submitted by ACPS, all invoices shall be delivered in electronic form only to the following e-mail addresses:

Email: cipinvoices@acps.k12.va.us with copy to john.finnigan@acps.k12.va.us

9. WEEKLY REPORTS

At the end of each week that the Contractor or any of its Subcontractors at all tiers performs Work on the Site, the Contractor shall submit a weekly report to ACPS (on a form approved by ACPS), that contains at least the following information:

1. Labor - The number of workers, their classification and hours worked.
2. Material - Describe and list quantities of materials used.
3. Equipment - Show type of equipment, size, and hours of operation, including loading and transportation, if applicable.
4. Areas of Work - State the areas of the Site on which Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the

- beginning and end of the day.
5. Accidents, Delays, Defective Work - Describe in detail any injuries to workers, accidents, delays, or Defective Work that were encountered.
 6. Weather – Identify the temperature and precipitation, if any.

10. INSPECTIONS AND PERMITS

Among the many other requirements contained herein, the Contractor shall be responsible to conduct all Work in full compliance with the conditions of permit(s) obtained for the project.

Except as otherwise provided in the Contract Documents, with the exception of third-party inspectors that may be retained by ACPS, all inspections, permits (including but not necessarily limited to the building permit), licenses and fees required by Applicable Laws, the Contract Documents or government agencies for the Work shall be scheduled, arranged, requested, coordinated, obtained, paid for and supervised by the Contractor.

When, in order to comply with the intent of the Contract Documents, inspections must be made at the plant or mill of the manufacturer or fabricator of material or equipment, the Contractor shall notify the persons concerned and the Engineer a sufficient length of time in advance to allow for arrangements to be made for such inspection and for any observations by the Engineer, ACPS or such others as they may designate.

11. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Agreement for at least five (5) years after final payment. ACPS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the term of this Agreement or after the Final completion. If the Contractor wishes to destroy or dispose of records (including confidential records to which ACPS does not have ready access) within five (5) years after final payment, the Contractor shall notify ACPS at least thirty (30) days prior to such disposal, and if ACPS objects, shall not dispose of the records.

12. LIEN

It is expressly agreed that after any payment has been made by ACPS to the Contractor or to any subcontractor, laborer, or any other person for work performed, or labor or material supplied under the Agreement, ACPS will have a lien upon all material delivered to the ACPS work site either by the Contractor or any subcontractor, which is to be delivered to ACPS in the performance of the Agreement.

13. PAYMENT TO SUBCONTRACTORS

For each Subcontractor, the Contractor shall take one of the following two (2) actions within seven (7) Days after it receives payment from ACPS under this Agreement:

- (i) pay the Subcontractor its proportionate share of the total payment the Contractor received from ACPS that is attributable to the work performed and materials provided by the Subcontractor; or
- (ii) notify ACPS 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.

For each Subcontractor, the Contractor shall pay interest to the Subcontractor on all amounts the Contractor owes the Subcontractor that remain unpaid after seven (7) Days following Contractor's receipt of payment from ACPS for work performed or materials provided by the Subcontractor, except for amounts withheld from Subcontractor and for which written notice was provided to ACPS and the Subcontractor. Unless otherwise provided in these Terms and Conditions, interest shall accrue on said amounts at the rate of one percent per month.

The Contractor shall furnish to ACPS the names of all its Subcontractors and lower tier sub-subcontractors who are to perform any work or provide any materials in connection with this Agreement. The Contractor shall also furnish to ACPS federal employer identification numbers of such entities.

By appropriate agreement with each Subcontractor, the Contractor shall require each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to its lower-tier subcontractors.

14. WARRANTY

The Contractor shall warrant and furnish the services described herein at the times and places, and in the manner subject to the conditions set forth. The Contractor shall enter upon and complete the performance of work with the same degree of skill and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality.

All work shall be guaranteed by the Contractor against defect resulting from the use of inferior or faulty materials, or inferior or faulty workmanship, or work not in accordance with the requirements of the Agreement Documents for a two (2) year period from the date of acceptance of the work by ACPS, in addition to and irrespective of any manufacturer's warranty in accordance with the technical specifications or supplier's warranty. No date other than the date of acceptance by ACPS shall govern the effective date of the warranty, unless that date is agreed upon by ACPS and the Contractor in advance and in writing. The Contractor shall promptly correct any defective work or materials after receipt of written notice from ACPS to do so. If the Contractor fails to proceed promptly or use its reasonable best efforts and due diligence to complete such corrections as quickly as possible, ACPS may have the materials or work corrected and the Contractor shall be liable for all expenses and costs incurred by ACPS.

Nothing in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor may have under this Agreement.

15. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, ACPS, after due oral or written notice to Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of material or supplies not conforming to the specification, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by ACPS. ACPS shall be entitled to offset such costs against any sums owed by ACPS to the Contractor.

16. UNSATISFACTORY WORK

If any work done, or materials, goods, or equipment provided, by the Contractor is unsatisfactory to ACPS, the Contractor shall, on being notified by ACPS in writing, immediately remove, at the Contractor's expense, such unsatisfactory work, material, goods or equipment and replace the same with work, material, goods, or equipment satisfactory to ACPS. In the event the Contractor fails to, within fifteen (15) calendar days after the receipt of written notice, correct improper or unsuitable work, material, goods or equipment, ACPS shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Agreement Period and during any warranty period. At its discretion, ACPS shall be entitled to offset such expense against any sums owed by ACPS to the Contractor under this Agreement. If ACPS deems expedient not to require correction or replacement of the work which has not been done in accordance with the Agreement, an appropriate adjustment to price for the specific work performed, but not acceptable to ACPS may be made therefor.

17. TERMINATION

A. *Termination for Convenience*

The performance of work under this Agreement may be terminated by 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) calendar days before the effective date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective.

B. *Termination for Cause*

The Contract shall remain in force for Agreement Period 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 Agreement sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by ACPS in its 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 Agreement takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Agreement may be terminated by ACPS. Upon such termination, the Contractor may apply for compensation for services satisfactorily performed by the Contractor, allocable to the Agreement and

accepted by ACPS prior to such termination unless otherwise barred by the Agreement ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the ACPS 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 in writing of same within a reasonable time thereafter.

C. Termination for Breach and Default

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

Upon termination pursuant to paragraphs 17.B and 17.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 Agreement, 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.

18. 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.

19. 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 Time for Completion specified in this Agreement. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of ACPS.

20. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside 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.

ACPS 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, or an act of God beyond the control of ACPS that make performance impossible or illegal, unless otherwise specified in the Agreement.

21. 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.

22. NON-DISCRIMINATION

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination 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.

The contractor will include the provisions of the foregoing paragraphs 18.A, 18.B, and 18.C in every subcontract of over \$10,000, so that the provisions will be binding on each subcontractor or vendor.

23. DEBARMENT CLAUSE

The Contractor certifies that neither the Commonwealth of Virginia, nor any other jurisdiction within the United States, currently debar or prohibits them from offering the types of goods or services covered by this Agreement, nor are they an agent, employee or representative of any person or entity that is currently so debarred.

24. FAITH BASED ORGANIZATIONS

In accordance with Code of Virginia § 2.2-4343.1, ACPS does not discriminate against faith based organizations in the performance of its procurement activity.

25. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify Alexandria City School Board, and all of its elected and appointed officials, officers, current and former employees, agents, departments, schools, boards, and

commissions (collectively the "ACPS" for purposes of this section) 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 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 Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. 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 expenses upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify ACPS, and all its officers, officials, departments, agencies, agents, and employees (collectively "ACPS") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands 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 Agreement, including its use by ACPS. If the Contractor, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that amounts paid under this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

27. 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 Seller 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.

28. OWNERSHIP AND RETURN OF RECORDS

This Agreement confers no ownership rights to the Contractor nor any rights or interests to use or to disclose ACPS's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of ACPS's request for services under this Agreement, are the exclusive property of ACPS ("Record" or "Records"), and all such Records shall be provided to and/or returned to ACPS upon completion, termination, or cancellation of this Agreement. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Agreement without the written consent of ACPS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the designated by ACPS individuals . The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Agreement shall be referred to ACPS for response. At ACPS's request, the Contractor shall deliver all Records to ACPS, including "hard copies" of computer records, and at the ACPS's request, shall destroy all computer records created as a result of the ACPS's

request for services pursuant to this Agreement.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

29. ACPS EMPLOYEES

No employee of ACPS shall be admitted to any share or in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

30. RELATION TO ACPS

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 ACPS. ACPS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. ACPS will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, ACPS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by ACPS for its employees.

31. CERTIFICATION REGARDING SEX OFFENSES

In accordance with Virginia state law, ACPS Purchasing Procedure DJF-1 requires any contractor or his employees that will be in the presence of students during regular school hours or during school sponsored activities certify that he/she has not been convicted of any felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. <http://www.acps.k12.va.us/board/manual/djf.pdf>

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.

32. IMMIGRATION REFORM AND CONTROL ACT

The Contractor does not, and shall not during the performance of this Agreement; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

33. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the ACPS Procurement Office for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Virginia Public Procurement Act, claims denied by the ACPS Procurement Office may be submitted to the ACPS

Superintendent in writing no later than sixty (60) days after final payment. The time limit for final written decision by the ACPS Superintendent in the event of a contractual dispute, as that term is defined in the Virginia Public Procurement Act, is sixty (60) days. The Contractor shall not cause a delay in the Work pending any decision of the ACPS Procurement Office, Superintendent, Board, or a court of law.

34. WAIVER

ACPS's failure to insist, in any one or more instances, on the performance of any of the Contactor'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.

35. 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

36. 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.

37. VIRGINIA PUBLIC PROCUREMENT ACT AND ACPS POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Virginia Public Procurement Act or any applicable ACPS policy is waived in whole or in part.

38. NONEXCLUSIVELY 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.

39. 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.

40. 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 City of Alexandria, Virginia, and in no other court. In performing the Work under this Agreement, the Contractor shall comply

with applicable federal, state, and local laws, ordinance and regulations.

41. ARBITRATION

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

42. HEADINGS/CAPTIONS

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

43. 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.

44. INSURANCE, PAYMENT AND PERFORMANCE BONDS REQUIREMENTS

The Contractor shall maintain the required insurance coverage and payment and performance bonds through the completion of the Agreement, including all warranty and guarantee periods.

45. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

Unless otherwise provided herein, all notices and other communications required by this Agreement 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, (d) emailed addressed as follows:

Contact Information for the Contractor:

Contact Information for ACPS (Project Information)

Alexandria City Public Schools
Educational Facilities Project Delivery
1340 Braddock Place, 5th Floor
Alexandria, Virginia 22314
Attn: John Finnigan, Construction Manager
Phone: (703) 619-8297
Email: john.finnigan@acps.k12.va.us

Contact Information for ACPS (Legal Authorization)

Alexandria City Public Schools
Financial Services/Procurement Office
1340 Braddock Place, Suite 620
Alexandria, Virginia 22314
Attn: David Banks, Director of Procurement
Phone: (703) 619-8343
Fax: (703) 619-8090
Email : david.banks@acps.k12.va.us

46. 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 and Contractor.

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

CONSENTED and AGREED TO BY:

ALEXANDRIA CITY PUBLIC SCHOOLS

CONTRACTOR NAME HERE

By: _____
Dr. Gregory C. Hutchings, Jr.
Superintendent of Schools

By: _____
Signature of: Principal or Agent

Date: _____

By: _____
Printed: Name of Principal or Agent

Date: _____

By: _____
Dr. Alicia Hart, Director of Educational
Facilities

Date: _____

By: _____
David F. Banks, Director of Procurement

Date: _____