REQUEST FOR PROPOSALS - TITLE PAGE - ONE

Arlington Public Schools
Purchasing Office

REQUEST FOR PROPOSALS #25FY15

Proposal Title: CONSTRUCTION MANAGER ADVISORY SERVICES FOR VARIOUS ARLINGTON PUBLIC SCHOOLS CONSTRUCTION PROJECTS

This is Arlington Public Schools (APS) Request for Proposals (RFP) #25FY15, issued October 7, 2014. Sealed proposals must be received and time stamped, or signed in, prior to 2:00 PM, on October 28, 2014. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission prior to 2:00 PM, on October 28, 2014. The time a proposal is received shall be determined by the time stamped on the proposal receipt by the time clock in the Purchasing Office. In the event this time clock is not functioning, the time shall be determined by time displayed on the wall mounted clock located between rooms 405 and 406. The time on the wall mounted clock will be written on the proposal receipt by hand, by Purchasing Office personnel. **Proposals received at or after 2:00 PM, on October 28, 2014, shall not be considered.**

PRE-PROPOSAL CONFERENCE:
A Pre-proposal Conference will NOT be held for this procurement

QUESTIONS:
All questions/requests for information must be submitted in writing to Steve Stricker, Senior Project Manager, by email to: steve.stricker@apsva.us , with a copy to Ellen Wills, CPPB, VCO, Assistant Director, Purchasing, by email to: ellen.wills@apsva.us. To be assured consideration questions should be received prior to 4:00 PM, October 17, 2014.

ADDENDA:
After reviewing any questions/requests submitted, the APS Purchasing Office may issue an addendum to respond to questions it deems necessary. Changes to this RFP will be made only by written addendum issued by the APS Purchasing Office. A copy of the RFP, and all addenda, will be posted on the APS Website (www.apsva.us); and on eVA, the Commonwealth of Virginia's on-line e-procurement system: (www.eva.virginia.gov).

Offerors shall ascertain prior to submitting a proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda here**:**

Addendum #.____ Date: _____ Addendum #. _____ Date: _____ Addendum #. _____ Date: _____

SUBMISSION OF PROPOSALS
Proposals are to be submitted by mail, hand delivered or express carrier to**:**

Arlington Public Schools,
Attn: Ellen Wills, CPPB, VCO, Assistant Purchasing Director
Purchasing Office, 4th Floor,
1426 N. Quincy Street,
Arlington, VA 22207

REQUEST FOR PROPOSALS TITLE PAGE - TWO

TRADE SECRETS OR PROPRIETARY INFORMATION**:**
Offerors shall confirm whether their proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the proposal response at Tab 8. See Section III. Instructions to Offerors, C.1., Trade Secrets or Proprietary Information, for additional information.

Please mark one:

( ) Yes, My proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 8

( ) No, My proposal does not contain information deemed to be proprietary or a trade secret.

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**:**
Offerors shall confirm whether they accept all of the contract documents and terms and conditions in the RFP. All proposed exceptions, revisions or additions to the contract documents, or terms and conditions, are to be included in the proposal response at Tab 6. APS will not consider any exceptions, revisions, or additions submitted after the Stated Date and Time for receipt of proposals. Exceptions taken to the APS Contract Terms and Conditions form part of the Proposal Evaluation Criteria.

Please mark one:

( ) Yes, My firm accepts all of the contract documents and terms and conditions to this RFP

( ) No, My firm does not accept all of the contract documents and terms and conditions to this RFP. Information on the exceptions my firm has taken can be located under Tab 10.

ACCEPTANCE OF SCOPE OF SERVICES:
Offerors are to confirm whether they can deliver all of the work contained in the Scope of Services. Any work Offerors are unable to complete is to be included in the proposal response at Tab 7.

Please mark one:

( ) Yes, My firm is able to complete/deliver/perform all of the work contained in the Scope of Services

( ) No, My firm is not able to complete/deliver/perform all of the work contained in the Scope of Services. Information on the work my firm is not able to complete/deliver/perform can be located under Tab 8.

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER:
Under paragraph 9 of Section III, Instructions to Offerors and paragraph 34 of Section VI. Contract Terms and Conditions, the Offeror confirms the Offeror has met the requirements of the Virginia Public Procurement Act Section 2.2-4311.2.

Please complete the following by checking the appropriate line that applies and providing the requested information

1. ____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror's identification number issued by the SCC is _____. ***(The SCC number is NOT your federal tax Identification number)***.
2. ____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's identification number issued to it by the SCC is _____.
3. ____ Offeror does not have an identification issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

REQUEST FOR PROPOSALS TITLE PAGE - THREE

_____

_____

_____

Please attach additional sheets if you need to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia.

DEBARMENT STATUS**:**
The Offeror shall indicate, in the space provided below, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to Arlington Public Schools, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of a resulting contract.
Please mark one:

( ) No, The Offeror, or any subcontractors it intends to use in the performance of a resulting contract, are not currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision

( ) Yes, The Offeror, and/or (name of subcontractor(s) is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision

ETHICS IN PUBLIC CONTRACTING/CERTIFICATION OF NON-COLLUSION
The Contract awarded as a result of this RFP will incorporate by reference Article 9 of the APS Purchasing Resolution, as well as any state 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 undersigned certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person(as defined in Code of Virginia Section 59.1-68.6 et seq.) and that it has not conferred on any public employee having official responsibility for this purchase 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.

REQUEST FOR PROPOSALS TITLE PAGE - FOUR

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with APS.

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address:

_____

_____

Remittance Address (If Different):

_____

_____

Phone: (___) _____

Fax: (___) _____

Email Address: _____

Contact Person: _____

Tax Identification (FIN/SSN#): _____

Typed/Printed Name: _____

Signature: _____
(Person signing must be authorized to bind the Offeror in contractual matters)

Date: _____

INCLUDE PAGES 1, 2, 3 AND 4 OF THIS RFP AS THE FIRST 4 PAGES OF YOUR PROPOSAL RESPONSE UNDER TAB 1

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I. INTRODUCTION TO RFP #25FY15

A. GENERAL INFORMATION:

Arlington Public Schools (APS) is soliciting proposals from qualified offerors to provide Construction Management Agency Services (CMAS) for various APS construction projects. Offerors are encouraged to provide staff who have reached the designation of Certified Construction Manager by the Construction Manager Certification Institution sponsored by the Construction Management Association of America. Construction Managers assigned to the project team are required to be LEED accredited professionals . A member of the on-site team must be certified at the inspector level for stormwater management and erosion and sediment controls by the Virginia Department of Environmental Quality. (DEQ).

Any resulting contract shall commence on the date the Purchasing Agent signs the contract and shall terminate on November 30, 2017. The contract may be renewed at the expiration of its term if authorized and mutually agreed upon by both parties. Such renewal may be for three (3) one-year periods

APS intends to award contracts a maximum of five (5) offerors (Contractors) to assist in overseeing the construction projects. APS will determine which Contractor will be selected for each construction project by competing each project amongst the maximum of five (5) Contractors on contract. APS provides no guarantee that all of the maximum of five (5) Contractors on contract will be selected for a construction project.

B. BACKGROUND:

APS is soliciting CM Agency services for future construction projects. More information is available on the APS website.

II. SCOPE OF SERVICES

A. PURPOSE:

The Construction Manager (CM) shall provide Staff Augmentation, Project Planning, and Project Management Services as required by APS. In doing so, the CM shall provide sufficient organization, personnel, and management, and attend meetings as called by APS to carry out tasks including, but not limited to, those listed below:

B. PREDESIGN SERVICES:

The CM, on a task order basis, may support APS' Design & Construction Services department for special studies or other pre-design efforts.

C. DESIGN PHASE SERVICES:

A. Review the project design during the Schematic, Design Development, and Construction Document phases ("Design Phases") for the purpose of advising on all design, constructability, and maintainability issues including but not limited to site use and improvements, selection of materials, availability of long-lead time items, building systems and equipment, and construction phasing. Review plans for compliance with project scope and APS' standard Construction Specifications.

B. Perform detailed design reviews of all building systems, including but not limited to, sprinkler systems, fire alarm systems, egress (safety) requirements, security systems, and assure that designs of these systems and elements comply with APS project requirements.

C. Perform detailed technical and code reviews of all drawings.

D. At the completion of each Design Phase, attend and participate in a focused design review.

E. Advise APS of any defects, conflicts, ambiguities, discrepancies, or lack of clarity in contract documents, and/or the applicability of proprietary materials or processes.

F. Administer and maintain a design phase quality control software, such as Dr. Checks, in order to document, track, and manage all design comments/input to ensure they are resolved, responded to, and incorporated into the documents as required. Be responsible for entering all issues in the software at each Design Phase, ensuring the Architect/Engineer (A/E) team provides a sufficient response to each issue in the software, and back checking to ensure all relevant responses are included in the bid documents.

G. At the completion of each Design Phase, prepare for APS a detailed estimate of Construction Costs. Attend and participate in a reconciliation exercise at the end of each design phase to compare the CM estimate with that of the A/E, in order to validate both estimates and ensure that both CM and A/E cost estimates are based on the same scope and assumptions. Advise APS and the A/E if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action. Provide timely advice to APS on cost reducing alternatives which can be employed without impairing the overall quality level of the projects, and participate in all cost reduction work sessions conducted by APS.

H. Develop a quality control program to be incorporated into the project specifications.

I. Assist in preparing documents for Use Permit and Building Permit submission and in obtaining Use Permit and Building Permit approval from the Arlington County Government.

J. Participate in outreach efforts as necessary in order to communicate project issues with school staff, county staff, and/or the general public.

D. BIDDING AND CONTRACT NEGOTIATION PHASE:

A. Assist with bidding and contracting phase of work, including advising as to bid packaging, assisting with obtaining broad interest from eligible contractor community, and assisting in ensuring a competitive bidding climate.

B. Conduct a pre-bid conference to familiarize Bidders with the Bid Documents and Management Techniques. Assist the A/E and APS with the receipt of questions from Bidders and with the issuance of Addenda.

C. Participate in evaluation of bids for responsiveness and responsibility once bids are received. Create a bid tab form in order to document, compare, and evaluate bidder information.

D. If negotiations with apparent low bidder occur, assist in preparing negotiating positions on behalf of APS staff.

E. CONSTRUCTION PHASE:

A. Provide one or more on-site manager(s), with administrative staff to assist where needed, to provide contract administration as an agent and representative of the APS, and to implement coordination between APS, A/E, and Contractors. The construction contract will be administered as provided in the General Conditions of the contract for construction.

B. Use APS' Contract Management software, in conjunction with the A/E and contractor, for managing and archiving of all correspondence and documentation during construction.

C. Conduct weekly construction progress meeting to discuss such matters as procedures, progress, problems, and scheduling. Prepare and promptly distribute minutes of these meetings.

D. Retain the professional services of a material testing laboratory sub-consultant to monitor construction contractor compliance with the Contract Documents and in accordance with Arlington County Government's Special Structural Inspections (SSI) requirements.

E. Determine in general that the work of the construction contractor and subcontractors is being performed in accordance with the requirement of the contract documents. Endeavor to protect APS against defects and deficiencies in the work. As appropriate, make written recommendations to APS regarding special inspection or testing of work not in accordance with the provisions of the contract documents. Propose, implement, and administer quality control software, such as BIM 360, to document, track, and ensure resolution of deficiencies in the work.

F. Record the daily progress of the Project which contains a record of weather, construction contractors' work on the site, approximate numbers of workers, work accomplished, problems encountered and other similar relevant data.

G. Maintain at the project site, on a continual and current basis: a record copy of all drawings, specifications, addenda, change orders, shop drawings, samples, submittal and other relevant documents in good order.

H. Consult with the A/E and APS if any construction contractor requests interpretations of the meaning and intent of the drawings and specifications and assist in the resolution to questions which may arise.

I. Review the safety program developed by the construction contractors as required by the contract documents and coordinate the safety program for the project without assuming responsibility for the construction contractor's implementation of site safety activities or for the adequacy or enforcement or the construction contractor's safety program.

J. Review change orders and assist APS and the A/E in the evaluation of change orders and claims. Endeavor to assist and protect APS in the avoidance of Contract Claims.

K. Following the Architect's issuance of a Certificate of Substantial Completion for the Project or designated portion thereof, evaluate the completion of the work of the construction contractors and making written findings, determinations, and recommendations to APS.

L. With the A/E and APS' maintenance personnel, observe and document the construction contractors' checkout of utilities, operational systems and equipment for readiness and assist with their initial start-up, testing, and commissioning.

M. Where more than one prime contractor contracts directly with APS on a given project, the CM will be responsible for coordination of work, phasing plans, and completeness of packaging among and between the separate prime contractors.

N. Arrange for the delivery, storage, protection, and security for APS furnished materials and equipment.

O. Submit a monthly report on the status of the project.

P. Monitor the construction contractor's construction schedule, and advise APS of problems arising in the implementation of that schedule.

Q. Assist APS in the review and approval of the construction contractors' application for payment.

R. An onsite Construction Management team member shall obtain and maintain for the duration of the project(s) theVirginia Department of Environmental Quality (VDEQ) Erosion and Sediment Control (ES&C) and new Storm Water Management (SWM) inspector certification and oversee the contractor's inspections, site prevention preparations, and records and reports in their compliance with VDEQ and Arlington County Government storm water management requirements.

S. With the A/E and APS participate in school staff, Arlington County Government, and community meetings and outreach efforts as necessary. Specific number of such events will be defined per each project task and the associated hours for this effort shall be added to the total construction management proposed cost fee.

T. Assist with implementing APS' Extended Transition to Operations Protocol (eTOP) into the bid documents. Input all required Operations & Maintenance (O&M) information from contractor submittals into APS' Maintenance software.

F. <u>POST CONSTRUCTION PHASE</u>:

A. The Post Construction phase services consists of all tasks and work done on the project after Substantial Completion and up to Final Completion, and necessary to obtain: completion of outstanding punch list and deficiency items, turnover of all attic stock and spare parts, settlement of all outstanding change orders, receipt of all approved post construction submittals such as as-builts, warranties, and O&Ms, completion of required training, completion of all final testing and inspections and associated reports, and receipt of all Certificate of Occupancies.

B. **The Post Construction Phase services fee shall not be paid until Final Completion has been achieved and accepted by APS.**

III. INSTRUCTIONS TO OFFERORS

A. INFORMATION REQUESTS

All questions relating to this solicitation shall be submitted in writing to Steve Stricker, Senior Project Manager, by email to: steve.stricker@apsva.us, with a copy to Ellen Wills, Assistant Director, Purchasing, by email to: ellen.wills@apsva.us. For a question to be considered, the subject line of the email must state the following: "RFP #25FY15 Questions". Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting Arlington Public Schools staff other than Steve Stricker and Ellen Wills.

B. TENTATIVE SCHEDULE FOR RFP #25FY15

RFP Issuance	October 7, 2014
Closedown for Question	October 17, 2014
Addendum 1 Issuance	October 21, 2014
Proposals Due Prior to	October 28, 2014 @ 2:00 pm
Oral Presentation	November 11,, 2014 (If needed)
Negotiation/Award	November 13, 2014
Contract Award	November 20, 2014

Questions will not be considered if they are received after 4:00 PM on Monday, October 17, 2014.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. Offerors are cautioned that any written, electronic, or oral representations made by any Arlington Public Schools representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Purchasing Agent.

C. ADDITIONAL INFORMATION

1. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act (VFOIA); however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 7 of the proposal, any data or materials it considers to be a trade secret or proprietary information,** or falls within the exceptions to the VFOIA **and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

2. DEBARMENT STATUS

The Offeror shall indicate, in the space provided on Title Page 3, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to Arlington Public Schools, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of a resulting contract.

3. CONFLICT OF INTEREST STATEMENT

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

4. EXPENSES INCURRED IN PREPARING PROPOSAL

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

5. INCOMPLETE DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its proposal, and has an affirmative obligation to notify the Arlington Public Schools Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

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

If the successful Offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington Public Schools Purchasing Agent, the Offeror hereby agrees to perform any work described in such missing or incomplete documents at the Offeror's sole expense and at no additional cost to Arlington Public Schools.

Failure to acknowledge all Addendums issued during the solicitation process on the Request for Proposals Title Pages 1 form may be considered an incomplete proposal document.

6. OFFEROR INVESTIGATIONS

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

7. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is let under the procedure for "Competitive Negotiation for Goods and Services" as defined in the Arlington Public Schools Purchasing Resolution. Under this procedure, the content of the proposals, and the identity of the Offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

8. ARLINGTON COUNTY BUSINESS LICENSES

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

9. AUTHORITY TO TRANSACT BUSINESS

Any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Arlington Public Schools may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award. For further information prospective Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

10. INSURANCE REQUIREMENTS

Each Offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington Public Schools may be proposed by the Offeror and considered by the Arlington Public Schools. Written requests for consideration of alternate coverage must be received by the Arlington Public Schools Purchasing Agent at least ten (10) calendar days prior to the date set for receipt of proposals. If Arlington Public Schools denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If Arlington Public Schools permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of proposals. The Insurance Checklist can be found at Appendix D.

11. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

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

12. PROPOSAL WITHDRAWAL

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

13. PARKING

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

14. CONTRACT AWARD IS IN THE BEST INTEREST

Arlington Public Schools reserves the right to accept or reject proposals, to waive any informalities or irregularities therein and to contract as the best interests of Arlington Public Schools may require in order to obtain the firms that best meet the needs of Arlington Public Schools, as expressed in this RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to Arlington Public Schools. Arlington Public Schools reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to Arlington Public Schools in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

15. NOTICE OF DECISION TO AWARD

Arlington Public Schools will post a written Notice of Decision to Award on a public notice board in the Arlington Public Schools Education Center, 1426 N. Quincy Street, Arlington, Virginia, 22207, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).

16. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

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

17. CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS

The Offeror agrees to comply with Virginia Code §22.1-296.1.

By signing this proposal, the Offeror agrees that (a) neither the Offeror nor any employee of the Offeror who will have contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. (see Appendices A & B).

18. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT

Purchases by Arlington Public Schools are authorized only if a Purchase Order is issued in advance of the transaction. Contractors providing goods or services without a signed Purchase Order, do so at their own risk, and will not be reimbursed for any work performed prior to the date of the signed Purchase Order. Arlington Public Schools will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by Arlington Public Schools Purchasing Agent.

19. TERM OF CONTRACT

Any resulting contract shall commence on the date the Purchasing Agent signs the contract and shall terminate on November 30, 2017. The contract may be renewed at the expiration of its term if authorized and mutually agreed upon by both parties. Such renewal may be for three (3) one-year periods

20. NUMBER OF CONTRACTS TO BE AWARDED

APS intends to award contracts to a maximum of five (5) offerors (Contractors) to assist in overseeing the construction projects. APS will determine which Contractor will be selected for each construction project by competing each project amongst the five (5) Contractors on contract. APS provides no guarantee that all of the five (5) Contractors on contract will be selected for a construction project

IV. PROPOSAL REQUIREMENTS

A. GENERAL REQUIREMENTS

An **Original hard copy proposal** in a binder, and an **Original electronic copy proposal**, so marked, and five (5) separate electronic copies of the proposal in pdf format on CD/ROM or memory stick, for a total of seven (7) copies of your proposal document are required. Offerors are to ensure the electronic copies are marked with the name of the firm. The Offeror's proposal shall address the below areas, not exceeding the stated page limitations. The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Proposals shall be submitted in sealed package, with the RFP number, title, due date and time on the outside of the package. Offerors are responsible for having their proposal received by Purchasing Office staff prior to 2:00 PM, on October 28, 2014. APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, APS will notify the Offerors of the deficiency and request that the appropriate number of copies is delivered by the end of the second business day following the request. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for APS to reject such proposals.

Email or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals. Only the original proposal should contain pricing information. The electronic copies of the proposal should not contain or make any reference to pricing information.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

Modification of or additions to any portion or terms of the solicitation may be cause for rejection of the proposal; however, APS reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.

APS proposed contract documents and this RFP contain terms and conditions APS favors and intends to use for the resultant contract. If the Offeror wishes APS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal. Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with APS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen days after receipt of notification that the contract is ready for signature; otherwise, APS may award the contract to another Offeror.

Proposals having any erasures or corrections must be initialed by the Offeror in blue ink.

B. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, and visual and other presentations are neither necessary at this time nor desired by APS.

C. USE OF INFORMATION AND DOCUMENTS

APS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of APS. Following award APS may be required to allow inspection and copying of documents, and may also use the Offeror's documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in

conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

D. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 8 of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

E. FORMAT AND CONTENT

The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. The content of the proposal copies submitted on CD/ROM or memory stick should mirror the content of the original hard copy and should be in pdf format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Offerors should organize their proposals using the following format:

TAB 1: TITLE SHEET

Furnish a fully executed Request for Proposals Title Pages 1, 2, 3 and 4 of this solicitation and include it as the first three pages of your proposal. The name stated on the Title Sheet, page 4 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. The following forms should be completed and provided:

The Contactor Certification Regarding Criminal Convictions at Appendix A

The Conflict of Interest Statement at Appendix C

The Insurance Checklist at Appendix D

TAB 2: METHODOLOGY

Describe your methodology for providing the scope of services described above, including:

Organization chart identifying key personnel
Anticipated staffing plan
Approach to budget control
Approach to schedule control
Approach to quality control

TAB 3: EXPERIENCE ON COMPARABLE PROJECTS

Provide the following information on comparable completed projects for which your firm has provided construction manager advisor services, including:

Name of project
Location
Owner contact
Architect contact
Date of contract substantial completion in bid documents
Date of occupancy
Construction duration
Brief description
LEED certification status and level
Estimated construction cost at schematic design, design development and bidding
Contract sum
Final construction cost
Names of key personnel from your firm who worked on the project

TAB 4: EXPERIENCE OF KEY PERSONNEL

Provide the following information for key personnel identified above:

Name
Proposed role
Years of experience
Years with your firm
Education/professional qualifications/licenses as applicable
Experience on comparable projects; provide the same information as requested above

TAB 5: OFFEROR FINANCIAL INFORMATION

Provide financial details that will assure us of your firm's financial viability, to include balance sheets, and cash flow statements for the last three years. Note: APS will treat any financial information provided in the proposal as proprietary and confidential, and it will not be subject to public disclosure. Therefore, APS will not execute any Offeror-provided non-disclosure agreements related to such documents.

TAB 6: FEES FOR SERVICES

Fees for services are to be included in the ORIGINAL HARD COPY proposal response and the ORIGINAL ELECTRONIC COPY. Fees are not to be included in the additional electronic copies of the proposal. Fees will be considered in the rankings of Offerors for short listing firms for interviews/discussions and the final rankings of Offerors for award of the contract.

Fees are to be negotiated for each project. However, proposals should contain at a minimum:

The hourly rates for the staff classifications assigned to perform the tasks requested in this RFP. The hourly rates shall not be subject to adjustment during the Contract Term (date of contract award through November 30, 2017). Should the contract be extended, any changes in the hourly rates shall be subject to negotiation between APS and the Construction Manager.

Please refer to Contract Term and Condition 13, Reimbursable Expenses. The loaded labor rates shall be considered binding for the duration of the initial term of the contract. Travel expenses shall not be reimbursed unless travel is outside the states of Virginia, Maryland and the District of Columbia. In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates for Arlington County, Virginia All normal travel expenses related to the project are not considered reimbursables and shall be included in any lump sum, not to exceed and loaded hourly rates.

The reimbursement of travel expenses as described above shall also apply to all Sub- contractors and consultants used by the Contractors under the Contracts.

Senior Project Manager, or equivalent
Project Manager, or equivalent
Technical Support Staff, listed by area of specialty
Consultants, listed by area of specialty
Clerical Support Staff, listed by area of specialty

TAB 7: EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Offerors are to provide any proposed exceptions, revisions or additions to the Contract Terms and Conditions. Offerors must include an explanation of why such exceptions, revisions, or additions are needed. APS will not consider any exceptions, revisions, or additions submitted after the Date and Time set for receipt of proposals. Exceptions taken to the APS Contract Terms and Conditions form part of the Criteria for Proposal Evaluation.

TAB 8: EXCEPTIONS TO THE SCOPEOF SERVICES

Offerors are to identify the work contained in the Scope of Services which they are not able to deliver.

TAB 9: TRADE SECRETS AND OR/PROPRIETARY INFORMATION

Offerors are to provide information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

V. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD AND PROPOSAL EVALUATION CRITERIA

A. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD

Proposals must contain evidence of the Offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by APS may include the submission of profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the Offeror's expertise in the area of this solicitation. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise, as well as provide alternative concepts.

A Selection Committee will review and evaluate all proposals. The Selection Committee will rely primarily on the proposals submitted in selection of finalists and, therefore, Offerors must emphasize specific information considered pertinent to the project and submit all information requested. Evaluation of the proposals will include the criteria listed elsewhere in this solicitation.

Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price. Negotiations, which may include the submission of more detailed proposals, conduct oral interviews, or both, shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, APS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should APS decide this to be in its best interest. Should APS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. PROPOSAL EVALUATION CRITERIA

The proposals will be evaluated in accordance with the criteria listed below:

1. Offeror’s understanding of the requirements and compliance with the RFP. 5 pts

2. Offeror’s previous performance on APS projects, or other similar public education projects. Provide examples where Offeror’s performance has met or improved, cost, schedule, and quality goals for similar projects. 15 pts

3. Offeror’s recent experience in management construction projects of $5,000,000 to $100,000,000 for educational or similar facilities, especially educational facilities that remained open and fully operational during construction. 15 pts

4. Vendor’s experience with green/sustainable projects. 10 pts

5. Experience of Offeror’s team members assigned to this contract, on similar projects. 20 pts

6. Quality of Offeror’s sample manuals and other informational materials the Offeror has developed. 5 pts

7. Offeror’s ability to provide unbiased construction management services; that it will not derive material benefit from the sales or referral of other third party goods and/or services, and that it is not party in any way with a third party provider of goods and services. 5 pts

8. Offeror's experience with the specific services contained in the Scope of Work. 10 pts

9. The strength of the Offeror's financial standing by providing most recent financial statements. 5 pts

10. Exceptions to APS Terms and Conditions 5 pts

11. The reasonableness of the Offeror's cost proposal. The top four staff classifications will be used in this evaluation as listed on the last page of the proposal, all other categories will be reviewed for reasonableness and included in the final contract. 5 pts

VI. CONTRACT TERMS AND CONDITIONS

The Contract with the successful Offeror ("Contractor") will contain the following contract terms and conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror. Offerors who propose to use additional or modified language must include such language with their proposal. Arlington Public Schools is referred to herein as "APS". NON-NEGOTIABLE, MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK ("*"). The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. CONTRACT DOCUMENTS

   The Contract Documents consist of:

   - Agreement #25FY15, and all modifications properly incorporated into the Agreement
   - Exhibit A - Scope of Work
   - Exhibit B – Fee Schedule
   - Exhibit C – Contract Terms and Conditions
   - Exhibit D – Non Disclosure and Data Security Agreements

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

   The Contract Documents set forth the entire Agreement between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or "Agreement."

2. SCOPE OF WORK

   The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of qualified Contractors to assist APS. The Scope of Work is more fully described in Exhibit A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The end result of the project will be provision of Construction Manager Advisory Services (CMAS) for Various Arlington Public Schools Construction Projects.

3. STANDARD OF CARE

   In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of Construction Manager Advisory Services (CMAS) for Various Arlington Public School s Construction Projects.

4. RESPONSIBILITY OF THE CONTRACTOR

   The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

   APS' review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

6. CONTRACT TERM

The contract shall commence from the date the Purchasing Agent signs the contract and shall terminate on November 30, 2017. The contract may be renewed at the expiration of its term if authorized and mutually agreed on by both parties. Such renewal may be for three (3) one-year periods.

7. CONTRACT HOURLY RATES FOR CONTRACT TERM AND INCREASES FOR ENSUING CONTRACT YEARS

APS will pay the Contractor in accordance with the Hourly Rates shown in Exhibit B – Fee Schedule, for the staff classifications who may be required to perform work under this contract. The Hourly Rates shall not be subject to change during the period of Contract Term (date of contract award through November 30, 2017). Where the Contactor provides a Lump Sum to perform work under this this contract, the Contractor shall provide a breakdown showing the Hourly Rates charged and the number of hours worked by each staff classification.

The Hourly Rates for ensuing contract years shall be based on the movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U). The contract unit prices shall be limited by the Purchasing Agent up to an amount equal to the percentage of movement of the CPI-U for the twelve (12) month period ending in the month of September of each contract year. The contract unit prices changed as a result of this formula will become effective on November 14, the anniversary of the contract and shall be binding on the Contractor for the ensuing contract year.

8. PAYMENT

Contractor will be paid upon satisfactory completion and acceptance of each task and upon the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the Purchase Order shall appear on all invoices.

9. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington APS Office requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

10. ADJUSTMENTS FOR CHANGE IN SCOPE

APS may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS purchase order is issued covering the cost of the services to be provided under the amendment.

11. ADDITIONAL SERVICES

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

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost proposal for any such work. No additional services shall be performed unless a written amendment to this Agreement has been executed by both parties.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B.

12. REIMBURSABLE EXPENSES

Reimbursable expenses include expenses incurred by the Contractor (including consultants) in the interest of the project, as identified in the following paragraphs. A maximum of three percent (3%) markup may be applied to reimbursable expenses, except for expense of reproduction, postage, and handling of drawings, specifications, and other documents , to which no markup may be applied.

13. REIMBURSABLE TRAVEL-RELATED EXPENSES

13.1 The following expenses incurred by the Contractor, and its Sub Contractors and consultants, in performing its responsibilities under the Contract will be reimbursed:

13.1.1 Reproduction, incurred by the Contractor using the APS authorized reproduction service providers, postage, and handling of drawings, specifications, and other documents, as required for formal submission to APS or the County offices.

13.1.2 Models requested by the APS.

13.1.3 Long distance travel, as authorized by APS. Long distance travel is considered to be travel commencing in Arlington County and finishing outside of Virginia, Maryland and the District Columbia In these circumstances, travel expenses will be reimbursed in accordance with the GSA Per Diem Rates for Arlington County, Virginia.

13.2 Expenses incurred by the Contractor, and its Sub Contractors and consultants, which will not be reimbursed include, but are not limited to:

13.2.1 Transportation (mileage, parking, bike or car rental) within the states of Virginia, Maryland and the District of Columbia and unauthorized out of Arlington County or long distance travel; communications and Internet connectivity; meals and entertainment.

13.3 Those expenses identified at 13.2 above are to be included in the Loaded Hourly Rates.

13.4 If a Contractor has expenses which they deem to be reimbursable in nature outside the items noted above, the Contractor shall bring these items to the attention of APS prior to the final negotiation of the Contractors fees and also provide justification for consideration to APS for approval on such expenses.

14. PAYMENT OF SUBCONTRACTORS*

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

a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or

b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

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

15. NON-APPROPRIATION*

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

16. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT*

Purchases by Arlington Public Schools are authorized only if a Purchase Order is issued in advance of the transaction. Contractors providing goods or services without a signed Purchase Order, do so at their own risk, and will not be reimbursed for any work performed prior to the date of the signed Purchase Order. Arlington Public Schools will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by Arlington Public Schools Purchasing Agent

17. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS

The key personnel and sub-contractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the project shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

18. PROJECT STAFF

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

19. SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the work persons reasonably proficient in the work assigned.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED*

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

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

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontract or vendor.

21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*

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

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR*

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

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

23. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

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

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

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

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. TERMINATION FOR THE CONVENIENCE OF ARLINGTON PUBLIC SCHOOLS

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS' best interest. 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 date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. INDEMNIFICATION* (NOTE: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable)
The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, Offices, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS 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 or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this Section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

26. INTELLECTUAL PROPERTY INDEMNIFICATION*
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, Offices, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS 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 APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

27. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as APS may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

28. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' 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 APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. 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 Contract without the written consent of APS. 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 Project Officer or his or her designee. 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 Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

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

29. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

30. DATA SECURITY

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-

owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

(a) APS' Non-Disclosure and Data Security Agreement (NDA**).** The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.

(b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

(c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

(d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.

(e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.

(f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.

(g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.

(h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plans.

31. ETHICS IN PUBLIC CONTRACTING*

This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state 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 is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

32. ARLINGTON PUBLIC SCHOOLS EMPLOYEES*

No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

33. FORCE MAJEURE

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

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

34. 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 Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

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

36. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS 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 APS under this Contract.

37. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- Report cover or binder shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

38. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS 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 Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

39. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

40. AMENDMENTS
This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS.

41. ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND ARLINGTON PUBLIC SCHOOLS POLICIES*
Notwithstanding any provision to the contrary herein, no provision of the Arlington Public Schools Purchasing Resolution or any applicable APS policy is waived in whole or in part.

42. DISPUTE RESOLUTION*
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in accordance with the Arlington Public Schools Purchasing Resolution.

A copy of the Arlington Public Schools Purchasing Resolution is available upon request from the Office of the Purchasing Agent.

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

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

45. NONEXCLUSIVITY OF REMEDIES
All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

46. NO WAIVER
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

48. NO WAIVER OF SOVEREIGN IMMUNITY*
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

49. SURVIVAL OF TERMS
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO ARLINGTON PUBLIC SCHOOLS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

50. HEADINGS
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. AMBIGUITIES
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

52. NOTICES

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

TO THE CONTRACTOR: (TO BE COMPLETED ON CONTRACT AWARD)

TO ARLINGTON PUBLIC SCHOOLS PROJECT MANAGER:

Steven Stricker,
Senior Project Manager
Arlington Public Schools
Design & Construction Services
2770 South Taylor Street
Arlington, VA 22206

APS Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (Contractor shall request address from Project Officer) ;

AND TO:

Ellen H. Wills. CPPB, VCO
Assistant Director,
Purchasing Office
Finance & Management Services
Arlington Public Schools
1426 N. Quincy Street,
Arlington, Virginia 22207

53. NON-DISCRIMINATION NOTICE*

APS does not discriminate against faith-based organizations.

54. INSURANCE REQUIREMENTS

The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Professional and/or/Miscellaneous Errors and Omissions - The Contractor shall carry Professional/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount shown in the Insurance Checklist.

c. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

d. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

e. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract:
"APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools"

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

i. Intellectual Property Infringement Insurance.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

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

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

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage's are submitted to and acceptable to APS. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

55. ACCESSIBILITY OF WEB SITE*
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Office of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm.

56. ARLINGTON COUNTY BUSINESS LICENSE
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

57. FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

58. SUBCONTRACTS
The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

59. CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS
The Contractor agrees to comply with Virginia Code §22.1-296.1.

By signing this contract, the Contractor agrees that neither the Contractor nor any employee of the Contractor who will have contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.,

The Contractor further agrees that if an employee who has not previously submitted a certification is assigned to the work under the contract, that the employee signed certification will be kept with the Contractor and provided to APS, upon demand.

ISSUED BY: **Ellen Wills,**
Assistant Director, Purchasing
Phone: (703) 228-7649
Email: ellen.wills@apsva.us

VII. Appendix A

CONTRACTOR CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services to the APS or any of its schools or Offices.

As the official authorized to enter into this contract on behalf of my organization, I certify that no employee of the organization has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor may result in the revocation of the contract with the APS and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

_____	_____
Name of Firm	***Signature***
_____	_____
Address of Firm	Name and Title (please type or print)
_____	_____
Telephone	Date

VIII. Appendix B

EMPLOYEE CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by employees of any organization contracting to provide services to the APS or any of its schools or Offices. This applies to those employees assigned to work with students under the contract.

The contractor will keep all employee certifications on file, and will produce them at the request of any APS representative.

As an employee who will be providing services directly to students under this contract, I am certifying to the information on this form only for myself.

I certify that I have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor may result in the revocation of the contract with the APS and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

_____	_____
Name of Firm	***Signature***
_____	_____
Address of Firm	Name and Title (please type or print)
_____	_____
Telephone	Date

IX. Appendix C

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington Public Schools in response to its Request for Proposal #25FY15, and on behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Arlington Public Schools as a result of this solicitation.

Affirm that if the Offeror is awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the Arlington Public Schools, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to the Arlington Public Schools as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

FIRM NAME (Offeror): _____

SIGNED BY: DATE:

NAME/TITLE: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____) CITY/COUNTY OF _____) to wit:

personally appeared before me this ____ day of _____2014 the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

_____

(Seal)

Notary registration number: _____
My commission expires: _____,20___

X. Appendix D

INSURANCE CHECKLIST

Certificate of Insurance must show all coverage and endorsements indicated by "X"

COVERAGES REQUIRED			LIMITS (FIGURES DENOTE MINIMUMS)
X	1	Workers' Compensation	Statutory limits of Virginia
X	2	Employer's Liability	$100,000 accident, $100,000 disease, $500,000 disease policy limit
X	3	Commercial General Liability(CGL)	$1,000,000 CSL BI/PD each occurrence, $2 Million annual aggregate
X	4	Premises/Operations	$500,000 CSL BI/PD each occurrence Million annual aggregate
X	5	Automobile Liability	$1 Million BI/PD each accident, Uninsured Motorist
X	6	Owned/Hired/Non-Owned Vehicles	$1 Million BI/PD each accident, Uninsured Motorist
X	7	Independent Contractors	$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate
	8	Products Liability	$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate
X	9	Completed Operations	$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate
X	10	Contractual Liability (Must be shown on Certificate)	$500,000 CSL BI/PD each occurrence
	11	Personal and Advertising Injury Liability	$1 Million ea. offense, $1 Million annual aggregate
	12	Umbrella Liability	$1 Million Bodily Injury, Property Damage and Personal Injury
	13	Per Project Aggregate	$1 Million per occurrence/claim
X	14	Professional Liability	
X	15	Miscellaneous E&O	$1 Million per occurrence/claim
	16	Motor Carrier Act End. (MCS-90)	$1 Million BI/PD each accident, Uninsured Motorist
	17	Motor Cargo Insurance	
	18	Garage Liability	$1 Million Bodily Injury, Property Damage per occurrence
	19	Garage keepers Liability	$500,000 Comprehensive, $500,000 Collision
	20	Inland Marine-Baillie's Insurance	$
	21	Moving and Rigging Floater	Endorsement to CGL
	22	Dishonesty Bond	$
	23	Builder's Risk	Provide Coverage in the full amount of Contract
	24	XCU Coverage	Endorsement to CGL
	25	USL&H	Federal Statutory Limits
X	26	Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
X	27	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least 30 days prior to action	
X	28	APS shall be an Additional Insured on all policies except Workers Compensation, Professional Liability, and Automobile Liability	
X	29	Certificate of Insurance shall show Solicitation Number and Title	
X	30	Intellectual Property Infringement Insurance	

INSURANCE AGENT'S STATEMENT:
I have reviewed the above requirements with the Offeror named below and have advised the Offeror of required coverages not provided through this agency.

AGENCY NAME:_____ AUTH. SIGNATURE:_____

OFFEROR'S STATEMENT:
If awarded the Contract, I will comply with contract insurance requirements.
OFFEROR NAME:_____ AUTH. SIGNATURE: _____

XI. Appendix E

SAMPLE FORM CONTRACT

Title

This Contract #25FY15 entered into this _____ day of _____, by _____, hereinafter called "Contractor" and Arlington Public School called "APS".

The parties agree that, having given adequate consideration, the Contractor will perform all services to assist APS in providing Construction Management Advisory Services for Various Arlington Public Schools Construction Projects.

- To be completed prior to Contract Award:

Contract documents are:

- Attachment A - Terms and Conditions,
- Attachment B - Scope of Services
- Attachment C - General Terms and Conditions
- Attachment D - Non-Disclosure and Data Security statement

The services shall be provided in accordance with the above-referenced contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written amendment signed by the parties.

APS agrees to make payment to the contractor for goods and services provided within 30 days after receipt of an approved invoice.

The signatures of the parties or their authorized representatives are set out below in acknowledgment of this agreement.

ARLINGTON PUBLIC SCHOOLS

_____ By: _____(SEAL)
Date

Director/Purchasing Agent

NAME OF BUSINESS

_____
Type of Business (Corporation, Partnership, Sole Proprietor)

_____
State of Organization/Incorporation

_____ By:_____(SEAL)
Date Signature

_____
Typed or Printed Name

_____
Title

XII. Appendix F

FEE SCHEDULE FOR THE CONTRACT

Offeror Name;_____

Contact Name:_____

Address:_____

Phone:_____

Fax:_____

HOURLY RATES

Offerors shall provide hourly rates for the staff classifications assigned to this contract who may be required to perform work. The Hourly Rates shall not be subject to change during the period of Contract Term (date of contract award through November 30, 2017).

Should the contract be extended, any changes in the hourly rates shall be subject to negotiation between APS and the Construction Manager

Project Executive, or equivalent

Senior Project Manager, or equivalent

Project Manager, or equivalent

Clerical Support Staff, listed by area of specialty

Technical Support Staff, listed by area of specialty

Consultants, listed by area of specialty

TRAVEL COSTS

See Contract Terms and Conditions Section 13 and all travel costs will be in accordance with the U. S. General Services Administration Per Diem Rates for Arlington County, Virginia. Travel by air will need to be approved by Arlington Public Schools in advance of booking the flight.

MOTOR MILEAGE

See Contract Terms and Conditions Section 13 and the cost per mile will be reimbursed at the current IRS Mileage Rate.

OTHER REIMBURSABLES COSTS

As outlined in Contract Terms and Conditions Paragraph 12 of the Contract Terms and Conditions.