



KING GEORGE COUNTY SCHOOLS, VIRGINIA

INVITATION FOR BIDS

ISSUE DATE: 05/04/2010

IFB # 05182010-1400

TITLE: CAFETERIA FOOD AND FOOD SERVICE SUPPLIES

Sealed Bids will be received until **May 18, 2010 at 2:00 PM.** for furnishing the goods described herein. Late, facsimile and/or electronic bids will **not** be accepted. All inquiries must be directed to:

Kelly S. Dixon, CPPB, CPPO – Procurement Manager

Phone: (540) 775-8575

Fax: (540) 775-7692

E-Mail: kdixon@co.kinggeorge.state.va.us

BIDS SHALL BE DELIVERED TO:

**King George County Procurement Manager
10459 Courthouse Drive, Suite 201
King George, VA 22485
IFB # 05182010-1400**

King George County Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

Name and Address of Firm/Individual Submitting Bid:

_____ **Date:** _____

_____ **By:** _____

Signature In Ink

Print/Type

Telephone: _____

Fax: _____

E-mail Address _____

Tax ID # _____

How did you hear about this IFB? (Check all that apply) ___ Newspaper (Which One? _____), ___ eVA, ___ KG Web Site, ___ Other (Explain _____)

Questions: All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, May 12, 2010. Questions may be sent by fax or email.

DO NOT RETURN ALL PAGES OF THIS IFB PACKAGE – SEE SECTION 8.0



King George County Schools, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, herein referred to as KGCS, desires to obtain bids for the food and food service supplies as described herein.

This Invitation for Bid (IFB), plus the resulting Contract(s) shall be consistent with and governed by the King George County (KGC) Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

ALL RESULTING CONTRACTS WILL BE REQUIREMENTS CONTRACTS. THE ESTIMATED ANNUAL QUANTITIES ARE THE ESTIMATED AMOUNTS PURCHASED THROUGHOUT A TYPICAL 12 MONTH PERIOD. ALL ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS THROUGHOUT THE TERM OF THE CONTRACT.

1.0 PURPOSE:

The Purpose and Intent of this Invitation for Bid is to establish a firm fixed price, from qualified sources, for the procurement of food and food service supplies, on an **as needed basis** to KGCS, in accordance with the specifications, terms and conditions stated herein.

2.0 COMPETITION INTENDED:

It is KGCS' intent that this IFB permit competition. It shall be the Bidder's responsibility to advise the Procurement Manager, in writing, if any language, requirement, specifications, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Procurement Manager no later than five (5) business days prior to the date set for bids to close.

3.0 PERIOD OF CONTRACT:

The period of this contract shall be July 1, 2010 through June 30, 2011. Bidders submitting bids for less than the contract period specified will not be accepted. KGCS reserves the option to renew any contract resulting from this solicitation annually up to a total of four (4) additional 12-month periods. Contract price adjustments shall be negotiated between KGCS and the Vendor, and finalized in writing, prior to any contract extension being authorized.

4.0 DELIVERY:

Complete delivery of required items and/or services shall be to the KGCS facility placing an order, King George, VA 22485. Deliveries must be made between the hours of 7:00 a.m. and 2.30 p.m. on a regular KGCS school day, unless other arrangements have been made by the purchase order originator. Inside delivery is defined as off-loading boxes from the selected carrier and carrying boxes inside the designated receiving location. KGCS may authorize, in

writing, the Vendor to make arrangements to expedite delivery for a critical item, on an exception basis. The cost of special shipping will be borne by KGCS. **The price for the item shall not be increased for expedited shipping service.** Bidders shall indicate the timeframe in which delivery may be expected upon issuance of an order. Regular delivery days for KGCS facilities shall be noted on the Bid Form. *This will be a factor in making an award.*

5.0 **AWARD:**

The award will be made to the lowest responsive and responsible Bidder(s) for each item/service, or group of related items/services indicated on the Bid Form.

KGCS reserves the right to award a contract in aggregate, or by line item, and to make a Primary and Secondary award, based on the best interest of KGCS. KGCS reserves the right to reject any or all bids/bids, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of KGCS to be in its best interest. KGCS reserves the right to make the sole determination of whether the brand offered meets the required level of quality, and is acceptable. KGCS' decision shall be final.

KGCS intends to enter into a contract with the selected Bidder(s) using its standard Goods & Services Agreement. A **sample** Goods & Services Agreement is attached to this IFB as ATTACHMENT B.

ALL RESULTING CONTRACTS WILL BE REQUIREMENTS CONTRACTS. THE ESTIMATED ANNUAL QUANTITIES ARE THE ESTIMATED AMOUNTS PURCHASED THROUGHOUT A 12 MONTH PERIOD. ALL ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS THROUGHOUT THE TERM OF THE CONTRACT.

6.0 **IFB AND BID CLAFICATION**

KGCS reserves the right to request clarification of information submitted in response to this IFB and to request additional information of one or more bidders. All requests for additional information will be in writing and generated by the King George County Procurement Manager.

Please Note: All inquires, suggestions, or requests pertaining to this IFB MUST be in writing and submitted to the Procurement Manager at the address listed. KGC/KGCS will not be responsible for oral interpretations/information given by any employee, agent, or other representative of KGCS. The issuance of a written IFB Addendum signed by the KGC Procurement Manager is the only official method whereby interpretation, clarification, or additional information can be issued. All Addenda may be viewed/obtained from the KGC website: www.king-george.va.us County Offices>Purchasing>Solicitations. It shall be the bidder's responsibility to ensure that he/she has received all addendums prior to submitting a bid.

7.0 **COOPERATIVE PROCUREMENT**

As authorized by the Code of Virginia, this procurement is being conducted on behalf of, and may be used by, other public bodies, agencies, institutions and localities with the consent of the contractor.

8.0 BID SUBMISSION REQUIREMENTS

Pages 1, 5, and the Specifications-Bid Form of this IFB must be completed and submitted with a completed IRS form W9 to be considered responsive.

8.1 IRS Form W9 may be downloaded from: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

DO NOT RETURN ALL PAGES OF THIS IFB

**RETURN ONLY THE PAGES LISTED ABOVE, AND ANY SUBSTITUTE PRODUCT SPECIFICATION/CONFIGURATION
DETAILS TO SUPPORT THE BID**



**IFB # 05182010-1400
BID FORM – COVER SHEET**

(Attach this cover sheet to the Bid Submission Forms – Excel Spreadsheets Attached to This IFB as Attachment A)

The Bidder shall agree to provide delivery of the items, **AS NEEDED**, FOB Destination, as identified on Attachment B, at the following **firm fixed (with the exception of Dairy, Bread, and Fresh Produce)** delivered unit price, in accordance with the specifications and terms and conditions identified herein. Shipping and Handling charges must be included in unit price. Extra charges are not permitted. Bids submitted with extra charges will be considered non-responsive and eliminated from further consideration.

Prices shall remain fixed throughout the term of the contract. All price escalations, and product substitutions, MUST be pre-approved, in writing, by the KGC Procurement Manager prior to being placed in effect. Submission of invoices with unauthorized price increases, or unauthorized product substitutions, may be cause for contract termination.

ALL RESULTING CONTRACTS WILL BE REQUIREMENTS CONTRACTS. THE ESTIMATED ANNUAL QUANTITIES ARE THE ESTIMATED AMOUNTS PURCHASED THROUGHOUT A TYPICAL 12 MONTH PERIOD. ALL ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS THROUGHOUT THE TERM OF THE CONTRACT.

Deviations from the specifications or product substitutions may be considered. Any deviation from the specifications, or product substitution, must be clearly identified on the bid submission.

KGCS will only be obligated, under this award, to the extent of purchase orders issued and items received.

All bids shall be valid for a period of 90 days from date of bid opening. Bidders submitting bids valid for less than 90 days, and the contract period specified, will not be accepted

I hereby certify, by way of my signature on this Invitation for Bid, I am fully aware of, understand, and will comply with the product delivery, invoicing, requirements, terms and conditions as stated in this IFB.

Date: _____

Firm/Individual Submitting Bid (Signature) _____

Firm/Individual Submitting Bid (Print) _____

Federal Identification Number: _____

A W-9 must be submitted with your bid. Failure to do so may be cause for rejection of bid as non-responsive.

ATTACHMENT B



Kelly S. Dixon, CPPB, CPPO
Procurement Manager

10459 Courthouse Dr, Suite 201, King George, Virginia • Telephone (540) 775-1657 • Fax (540) 775-5560

SAMPLE – DO NOT RETURN

KING GEORGE COUNTY SCHOOLS

GOODS & SERVICES AGREEMENT

05182010-1400-001

SUBJECT:

Between:

King George County
10459 Courthouse Dr.
Suite 200
King George, Virginia 22485

Phone: (540) 775-9181
Fax: (540) 775-5248

And the Contractor:

Phone: () -
Fax: () -



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CERTIFICATE OF INSURANCE (attached as EXHIBIT 2)

_____’S bid dated _____ (attached as EXHIBIT 3)



**KING GEORGE COUNTY SCHOOLS
GOODS & SERVICES AGREEMENT
NUMBER: 05182010-1400-001**

This **SERVICES AGREEMENT** ("AGREEMENT"), entered into this ____ day of _____, **2010** between **KING GEORGE COUNTY SCHOOLS** ("SCHOOLS"), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County School Board, and _____ ("CONTRACTOR"). SCHOOLS and CONTRACTOR are collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, the SCHOOLS, desires to purchase food and food service supplies as further described herein and set forth in the referenced and attached documents, in accordance with the requirements of the King George County Purchasing Ordinance; and

WHEREAS, CONTRACTOR has the expertise, knowledge and ability to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS, the SCHOOLS desires to hire CONTRACTOR to provide the services set forth herein and in the referenced and attached documents; and

WHEREAS CONTRACTOR was awarded this AGREEMENT after a duly performed competitive bid process; and

THEREFORE, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and by the referenced and attached documents, it is hereby AGREED between the parties as follows:

1.0 GENERAL TERMS AND CONDITIONS

This AGREEMENT shall follow the "General Terms and Conditions", attached as Exhibit 1, and incorporated into this AGREEMENT.

2.0 SCOPE OF SERVICES

All goods & services shall in all ways comply with the specifications set forth in the Invitation for Bid # 05182010-1400.

3.0 PRICING

All pricing and payment shall be as set forth in Section 1.9 of this AGREEMENT.

4.0 WARRANTIES AND TITLE

CONTRACTOR warrants that it has free and clear title, without encumbrance of any

kind to goods & services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell goods & services in this AGREEMENT.

5.0 CONTRACT DOCUMENTS

This AGREEMENT includes the following Contract Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Certificate of Insurance, Exhibit 2
- c. Invitation for Bid #05182010-1400, (incorporated by reference)
- d. _____'s Bid dated _____, Exhibit 3

6.0 MERGER

CONTRACTOR and SCHOOLS agree that the Contract Documents set forth in the previous paragraph contain the entire agreement between the parties and that any previous representation or agreement, in writing or otherwise, is hereby superseded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

7.0 CHOICE OF LAWS AND VENUE

Any and all disputes of any kind related to this AGREEMENT shall be brought before the King George County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereby set their signature to this AGREEMENT on _____, 2010.

King George County Schools, Virginia:

Contractor:

By: _____
Dr. Candace Brown
Superintendent
King George County Schools
(540) 775-5833

() ____ - ____

By: _____

Title: _____

CERTIFICATION: I, _____, certify by my signature above that I am the duly authorized agent of _____, and have all right and authority to represent _____, and to enter into this AGREEMENT.



GENERAL TERMS AND CONDITIONS

I.1 DEFINITIONS

- I.1.1 "Department Head" means the director of the using department of King George County Schools.
- I.1.2 "Duly authorized representative" means any person authorized in writing by the department head to act for the department head in connection with this AGREEMENT
- I.1.3 "Purchasing Agent" means the Purchasing Agent of King George County Schools whose duties and responsibilities are more particularly described in the King George County Purchasing Ordinance, or his or her designees, as duly authorized pursuant to the Purchasing Ordinance.
- I.1.4 "Goods & Services" shall be as defined in the King George County Purchasing Ordinance in effect at the time of the execution of this agreement.
- I.1.5 "Work" means Fire Suppression Equipment and Systems Inspection Services.
- I.1.6 "Contractor" shall mean: _____

 () ____-____

I.2 CONTRACT PERIOD

The term of this AGREEMENT is as follows:

The contract period shall be from July 1, 2010 through June 30, 2011. SCHOOLS reserve the right to extend this AGREEMENT for up to four (4) additional twelve-month periods. Renewal is contingent upon SCHOOLS' satisfaction with goods & services provided, and availability of funds for the purpose. The contract fees for each subsequent 12-month period may be negotiated annually. Amended fees, shall be agreed upon in writing a minimum of sixty (60) days prior to the date set for contract renewal. A new/revised fee schedule, must be approved, in writing, by the SCHOOLS before the new fees and contract renewal may be put into effect.

Contract will renew automatically unless a Notice of Intent to Terminate is issued by either party no less than 90 days prior to the expiration of the current term.

I.3 COMPLIANCE WITH LAWS

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, school, and local government, which may in any manner affect the performance of this Agreement, including, without limitation, the King George County Purchasing Ordinance, the King George County and State of Virginia Building Codes, the King George County School Board Policies, King George County Zoning Ordinance, The

Standards, Specifications and Regulations of the King George County Service Authority and the Code of Virginia. Copies of the Purchasing Ordinance, the Zoning Ordinance, and the County Code are available for inspection in the Purchasing Office and Department of Community Development.

This AGREEMENT is governed by the applicable provisions of the King George County Purchasing Ordinance, which is incorporated herein by reference. Procedures for contractual disputes, appeals and protests shall be governed by the Ordinance.

I.4 TAXES

King George County Schools is exempt from excise taxation by virtue of exemption certificate No. 54-6001372. The Purchasing Agent will complete such documents as may be necessary for the CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

I.5 NOTICE

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to the CONTRACTOR by name and address listed on the proposal; to the department head by name and address listed on the cover here and to the Procurement Manager, Suite 201, 10459 Courthouse Drive, King George, VA 22485.

I.6 NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR agrees as follows:

- I.6.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, creed, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause
- I.6.2 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.
- I.6.3 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.
- I.6.4 CONTRACTOR shall 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.
- I.6.5 The CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I.7 DRUG-FREE WORKPLACE

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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

I.8 OTHER RESTRICTIONS

I.8.1 Contractor agrees that no employee or agent of the CONTRACTOR of any kind will possess or cause to be possess firearms and/or weapons and/or alcohol and/or illegal or controlled substances within 500 feet of King George County Schools' property and facilities except as required by private security employed by King George County Schools or official public law enforcement.

I.9 PRICE AND SERVICES

I.9.1 Payment Amount

I.10 QUALITY CONTROL AND INSPECTION

I.10.1 The SCHOOLS, by its Procurement Manager, or any person whom he or she shall designate, shall have a right to inspect any services and/or products supplied by the CONTRACTOR in carrying out this AGREEMENT.

I.10.2 The SCHOOLS does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this AGREEMENT.

I.10.3. The CONTRACTOR shall be responsible for the contracted quality and standards of all work furnished under this AGREEMENT up to the time of final acceptance by the SCHOOLS.

I.10.4. Completed work not complying with the requirements of this AGREEMENT shall be rejected by the Procurement Manager and shall be corrected by the CONTRACTOR at no cost to the SCHOOLS.

I.11 DELIVERIES

Goods & services shall be delivered to the satisfaction of the SCHOOLS. Goods & services not complying with the requirements of this AGREEMENT will be rejected by the SCHOOLS and shall be corrected by the CONTRACTOR at no cost to the SCHOOLS. In case of failure to deliver goods & services in accordance with the terms and conditions of this AGREEMENT, the SCHOOLS, after due oral and written notice, may have the goods & services provided by another qualified firm and hold the CONTRACTOR responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of nonconforming goods & services, they may be accepted and payment shall be made at a reduction in price determined by reasonable price concept. This remedy shall be in addition to any other remedy which the SCHOOLS may have.

I.12 RESPONSIBILITY FOR PROPERTY

The CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of the SCHOOLS caused by the negligence or wrongful acts or omissions of the CONTRACTOR or the CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by the CONTRACTOR shall be the responsibility of the CONTRACTOR until final acceptance by the SCHOOLS.

I.13 SECURITY OF COUNTY'S DATA

The CONTRACTOR shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of the SCHOOLS, without first obtaining the prior written authorization of the SCHOOLS. Upon the SCHOOLS' request, such data, designs, or other information, including all copies thereof, shall be returned to the SCHOOLS. Where the SCHOOLS' data, designs, or other information are furnished to the CONTRACTOR'S suppliers for procurement of supplies for use in the performance of the SCHOOLS' orders, the CONTRACTOR shall insert the substance of this provision in its orders.

I.14 ASSIGNMENT AND SET-OFF

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of the CONTRACTOR. The CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of the SCHOOLS (but in no case shall the consent relieve the CONTRACTOR from its obligations or change the terms of the AGREEMENT). The CONTRACTOR shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having first been obtained. All claims for monies due or to become due from SCHOOLS shall be subject to deduction by the SCHOOLS for any set-off or counterclaim arising out of this or any other of SCHOOLS' purchase orders with the CONTRACTOR, or for any other liquidated debt from the CONTRACTOR to the SCHOOLS, whether or not any such assignment is made, and whether such set-off or counterclaim arose before or after any such assignment by the CONTRACTOR.

I.15 NON-INFRINGEMENT

To the extent that the goods & services are provided relating to detailed designs not originated and furnished by the SCHOOLS, or by a process or method the use of which is not specifically directed by the SCHOOLS, the CONTRACTOR guarantees that the sale or use of such services or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade names, copyrights, or trade secrets, and shall indemnify and save the SCHOOLS and its customers harmless from any expenses, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names, copyrights, or trade secrets with respect to such services. The CONTRACTOR shall defend, at its own expense, any action or claim in which such infringement is alleged, provided the CONTRACTOR is notified within a reasonable time of such action or claim against the SCHOOLS. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use of which the article supplied by CONTRACTOR was designed.

I.16 BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the CONTRACTOR or in the event of the appointment, with or without the CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, the SCHOOLS shall be entitled to cancel any unfulfilled part of this AGREEMENT without any liability whatsoever.

I.17 GOVERNING LAW AND VENUE; NO ARBITRATION

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the state courts for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. The CONTRACTOR and SCHOOLS hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

I.18 INDEMNIFICATION

The CONTRACTOR shall save, defend, hold harmless and indemnify the SCHOOLS, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including the CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of the CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, the CONTRACTOR and its subcontractors shall maintain public liability and property damage insurance as provided in Exhibit 3, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

I.19 LIMITATION OF LIABILITY

The SCHOOLS' liability shall be limited to the unpaid balance of amounts due under this AGREEMENT, and in no event shall the SCHOOLS be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

I.20 DEFAULT

The SCHOOLS may, subject to the provisions below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:

I.20.1 If the CONTRACTOR fails to make delivery of the supplies or to perform the work within the time specified here or any written extension; or

I.20.2 If the CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress so as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or other such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying the failure.

In the event the SCHOOLS terminates this AGREEMENT in whole or in part as provided herein, the SCHOOLS may procure, upon the terms and in the manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the SCHOOLS for any excess costs for such similar supplies or service: provided, that the CONTRACTOR shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.

The CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of the CONTRACTOR

I.21 TERMINATION FOR THE CONVENIENCE OF THE SCHOOLS

This AGREEMENT may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the SCHOOLS' best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance under the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the CONTRACTOR shall stop all performance, cancel orders for parts and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from the SCHOOLS. However, any authorized work not delivered as of the date of termination shall be delivered as required herein.

I.22 FORCE MAJEURE

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

I.23 OWNERSHIP & CONFIDENTIALITY OF GOODS AND SERVICES

CONTRACTOR acknowledges that SCHOOLS will be sole and exclusive owner of all goods and services produced under this AGREEMENT, including but not limited to tangible items, writing, drawings, plans, images, intellectual property and data compilations of any form whatsoever, shall be the exclusive and sole property of SCHOOLS and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

Further, CONTRACTOR agrees that all information provided to and by SCHOOLS pursuant to this AGREEMENT is private, confidential and proprietary and shall be the exclusive and sole property of SCHOOLS and shall not be otherwise reproduced, disclosed or used by CONTRACTOR, elsewhere, for any reason.

I.24 EXCLUSIVITY OF SERVICES/CONFLICT OF INTEREST

During the course of this Work, CONTRACTOR agrees that it will not provide any services, goods and or any other consultation of any kind to any other entity working on this Project, at anytime, including but not limited to the Architects, Engineers, and Builders.

I.25 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I.26 OFFICIAL NOT TO BENEFIT

CONTRACTOR certifies that to the best of his knowledge no SCHOOLS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to the King George County Procurement Manager. Failure to disclose the information prescribed above may result in rescission of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that the CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, SCHOOLS as a prerequisite to payment pursuant to the CONTRACTOR, or at any time may require the CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

I.27 NON-APPROPRIATION

The SCHOOLS shall be bound, hereunder, only to the extent that such funds shall have been appropriated and budgeted and are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment due under this contract, then the SCHOOLS shall immediately notify the CONTRACTOR, in writing, of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the SCHOOLS of any kind whatsoever.

I.28 NO AGENCY RELATIONSHIP

The CONTRACTOR is not the agent, subagent or representative of the SCHOOLS; and this AGREEMENT shall not make the SCHOOLS liable to any person, firm, corporation or other who contracts with or provides good or services to the CONTRACTOR in connection with the services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against the CONTRACTOR and any other person, firm, corporation or other supplying any work, labor, services, goods or materials to the CONTRACTOR as a result of its services to the SCHOOLS hereunder or otherwise.

I.29 CERTIFICATION REGARDING SEX OFFENSES

CONTRACTOR shall provide certification that all employees and subcontractors who provide services under this AGREEMENT that may have direct contact with students on school property during regular school hours or during school-sponsored activities, have not been convicted of a felony or any other offense involving the sexual molestation or physical or sexual abuse or rape of a child.

EXHIBIT 2

INSURANCE (Attach Following This Page)

EXHIBIT 3

_____ 's Bid dated _____ (Attach Here)