



Addendum No.1

Date of Addendum No.1: March 20, 2023

Arlington Public Schools
Procurement Office

Invitation to Bid 43FY23

Invitation to Bid Title: Cabling, Video Projection & Other System Install

Invitation to Bid Number: 43FY23

Invitation to Bid Issue Date: March 1, 2023

Pre-Bid Conference: A Pre-Bid Conference will not be held for this Solicitation

Bid Closing Date/Time: March 22, 2023, No Later Than 11:59 P.M. (Local Prevailing Time)

Bid Opening Date/Time: March 23, 2023, at 10:00 A.M. (Local Prevailing Time)

Procurement Office Representative: Hamed Hameedi, Senior Procurement Specialist
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- **Modifications to the ITB:** The following modifications in Section 42 of Terms and Conditions and Insurance Coverage Checklist at Appendix 2 are made to ITB 43FY23 through Addendum No.1. Modifications are highlighted in **red** for additions and **black** for deletions.

1. **Section 42 of Terms and Conditions and Insurance Coverage Checklist at Appendix 2: The insurance coverages are modified.**

See attached modified Section 42 of Terms and Conditions and modified Insurance Coverage Checklist at Appendix 2

42. Contractor's Insurance:

A. Overview

During the term of this Contract, The Contractor and all of their Subcontractors shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require the Contractor and/or its Subcontractors to change their insurance to an insurance company that has the minimum required AM Best rating. This right can be exercised at any time the insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating of the insurance company changes to a rating under A- during the Contract Term, the Contractor and/or its Subcontractors will notify APS in writing immediately upon discovery and change the insurance immediately to an insurance company that meets or exceeds the AM Best rating of A-.
3. If APS suffers damages under the Contract and makes a claim on the named insurance company by APS, and the claim is not paid in full by the insurance company, Contractor acknowledges that it shall remain wholly liable for the full amount of the claim regardless of the solvency of the insurance company or the insurance company's willingness to pay the claim in full.
4. The Contractor and/or its Subcontractors must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor and/or its Subcontractors have the financial capacity to meet their obligations under a deductible or self – insurance program. If, in its discretion, APS is not satisfied as to the Contractor and/or its Subcontractors financial capacity to meet its obligations under a proposed deductible or self – insurance program, the Contractor and/or its Subcontractors shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor and/or its Subcontractors to ensure protection for APS.

B. Certificates of Insurance & Additional Insured Status:

1. Contractor

The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds by endorsement for all insurance policies except Workers Compensation, Professional Liability, and Cyber Liability coverage.

2. Subcontractors

- All Subcontractors will provide the Contractor with Certificates of Insurance for the policies that are required under this contract. All Certificates of Insurance should by endorsement name Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds for all contracts of insurance except Workers Compensation & Professional Liability.

- All Subcontractors shall provide the Contractor with a certificate of insurance that will serve as proof of insurance for their Cyber Liability coverage, but APS will not need to be added as an additional insured.
- The Contractor will maintain all certificates of insurance for their subcontractors.
- The Contractor will provide APS with its Subcontractors certificates of insurance at any time upon request.

C. Termination & or Augmentation of Insurance Policies:

1. All required insurance policies must be endorsed through a Certificate of Insurance to provide that the insurance company shall give **forty-five (45) days written notice** to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before commencing Work, the Contractor shall provide APS with a Certificate of Insurance referencing each policy which it and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. Contractors and or their Subcontractors terminating or augmenting any insurance policy without giving APS forty-five (45) days' notice will be in direct violation of the terms and conditions of the Contract.
2. If insurance coverage is allowed to lapse and a loss occurs, the Contractors and or their Subcontractors will still be required to indemnify and hold APS harmless for all losses sustained. Regardless of whether insurance is present or not.

D. Insurance Required by The Contract:

Casualty Insurance:

1. Commercial General Liability - Occurrence-Based Insurance:

Commercial General Liability occurrence-based insurance shall be in place until APS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them.

For work that specifically deals with purchase, construction and or maintenance of physical property the insurance coverage for contractors and subcontractors shall also include coverage for explosions, collapse, underground utilities and completed products and operations. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents, and employees.

2. Sexual Abuse and Molestation (SAM) -Occurrence-Based Insurance:

Sexual Abuse and Molestation (SAM) Coverage must be included if the Contractor and or their Subcontractors are working around students where a 1 on 1 situation is possible.

In addition to providing this coverage the Contractor and or their Subcontractors will run both criminal background checks and sex offender checks on all employees that are

interacting with APS students (Upon award and every 2 years afterward) as well as require their employees to receive training upon award and annually on the prevention of abuse and molestation. Criminal background checks should go back at least 5 years. The Contractor and or their Subcontractors further agrees to keep all training records, background and sex offender checks on file and to provide APS with copies whenever APS requests them.

Lastly, the Contractor and or their Subcontractors agrees to abide by the 2-person rule at all times when working with students. If there are times when the 2-person rule cannot be followed APS should be notified immediately and the activity will be evaluated by APS, the Contractor and or their Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial General Liability	\$ 1,000,000.00	\$ 4,000,000.00 \$ 2,000,000.00
Sexual Abuse and Molestation (SAM) Coverage	N/A	N/A

3. Subcontractor’s Commercial General Liability Insurance:

The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor’s Commercial General Liability Insurance in amounts satisfactory to the contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Subcontractors Commercial General Liability	\$ 2,000,000.00	\$ 5,000,000.00

4. Worker's Compensation and Employer's Liability Insurance:

Worker’s Compensation and Employer’s Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractor’s employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Worker’s Compensation	Statutory Limit	Statutory Limit
Employer’s Liability	\$ 1,000,000.00	\$ 1,000,000.00

5. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial Automobile Liability	\$1,000,000.00	\$1,000,000.00

6. Professional Liability / Errors & Omissions:

Vendor 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.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Professional Liability/Errors & Omissions	NA	NA

7. Cyber Liability Insurance:

Cyber insurance which shall be in place for all contractors and subcontractors. All cyber insurance policies shall have Arlington County School Board, including elected and appointed officials, agents, and employees as an additional named insured.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Cyber Liability	N/A	N/A

8. Professional Liability including Network and Privacy Security Liability Insurance (“Tech E&O”):

Tech E&O insurance shall be in place for Contractor and all of its subcontractors. Coverage to include: Economic Loss arising out of Contractor’s capacity for which it is being hired, and Coverage resulting from the ability of a third-party to gain access to APS’ computer system, Contractor’s failure to prevent unauthorized access (e.g., breach) to or use of an Insured's computer system, and unauthorized access (e.g., breach) or use of confidential information (Personally Identifiable Information (PII), Protected Health Information (PHI), and corporate confidential information protected by a confidentiality agreement). Coverage shall include but not be limited to:

- Data Breach & Incident Response
- Network Security, Privacy and Data Breach Liability
- Regulatory Liability
- PCI Fines & Assessments
- Data Restoration
- Cyber Extortion Including Ransomware
- Media Liability
- Social Engineering & Fraud Event
- Forensics

Type of Insurance	Limit Per Claim	Aggregate Limit
Technical Errors & Omissions	\$ 5,000,000.00 N/A	N/A

9. Property Insurance:

Builder's Risk:

The Contractor shall purchase Builder's Risk insurance upon the entire Work at the Project Site to the full value of the Contract Sum of the new improvements thereof. This insurance shall include the interests of APS, Subcontractors and Sub-Subcontractors in the Work, and shall insure against all risks of loss, except for exclusions included in the Certificate of Insurance and approved by Owner. This insurance shall include coverage for the following:

- a) Loss by explosion of boilers during testing (any exclusion applicable to such loss shall be waived).
- b) Partial or complete occupancy by the Owner (any exclusion applicable to occupancy shall be removed).
- c) Loss without coinsurance penalty (coinsurance or similar "insurance to value" requirements shall be eliminated).
- d) Coverage of property in transit and unscheduled locations sufficient in limits to adequately cover maximum anticipated values at risk.
- e) Coverage of Contractor's labor, overhead and profit.
- f) Coverage of materials stored or installed on the Project Site, until said materials are accepted by the Owner per Substantial Completion and Acceptance requirements. Payment by Owner for materials stored or installed on the Project Site does not eliminate Contractor's responsibility or liability with regards to theft and vandalism or other damage.

Please Note: At APS's sole discretion, Builder's Risk insurance may be purchased by the Owner as specified above. In this event, cost for such coverage shall be deducted from the Contract Sum.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Builder's Risk	\$ 2,000,000.00 N/A	\$ 2,000,000.00 N/A

All risk insurance covering damage, loss or injury to the Work, excluding earthquake damage. The policy shall be payable to the Owner, and the proceeds thereof, when paid, shall be retained by APS as security for the performance by the Contractor of its obligations under this Contract and, upon such performance, shall be released to the Contractor. Such policy shall be in an amount equal to the Contract Sum.

E. Receipt of Certificates of Insurance:

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of the Contractor's receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein.

F. Use of Excess / Umbrella Liability Insurance:

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS' Risk Manager and its use can be denied based on that review.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Use of Excess / Umbrella Liability Insurance	\$ 1,000,000.00 \$ 5,000,000.00	\$ 1,000,000.00 \$ 5,000,000.00

G. Consideration of Claims Made Insurance Coverage:

APS will consider claims made insurance coverage on a case-by-case basis **APS reserves the right to accept or deny the use of Claims Made Insurance coverage at any time.**

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract for General Liability policies five (5) years for Professional Liability & Cyber policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract.

or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

If claims made insurance is utilized by the Contractor and or their Subcontractors and a claim occurs that relates back to the vendor's services. The Contractor and or their Subcontractors will indemnify and hold APS harmless of all losses regardless of whether they have insurance coverage in place or not.

H. Contract Identification:

All certificates of insurance shall state the Contract number and title.

Appendix 2

Insurance Coverage Checklist

Coverages Required			Limits (Figures Denote Minimums)		
Bidder Use Coverage Present (Place an X in the Box if coverage is present)	APS Use Coverage Present (Place an X in the Box if coverage is present)	Number	Coverage Type	Coverage Limit Per Occurrence	Coverage Aggregate Limit
Commercial General Liability Insurance					
		1	Premises / Operations	\$ 1,000,000.00	\$ 4,000,000.00
			Completed Products / Operations		\$ 2,000,000.00
		2	Sexual Abuse & Molestation (SAM)	N/A	N/A
Subcontractors Commercial General Liability Insurance					
		3	Subcontractors General Liability	\$ 2,000,000.00	\$5,000,000.00
Worker's Compensation & Employer's Liability Insurance					
		4	Worker's Compensation	Statutory Limit	Statutory Limit
			Employer's Liability	\$ 1,000,000.00	\$1,000,000.00
Commercial Automobile Liability Insurance					
		5	Owned	\$ 1,000,000.00	\$1,000,000.00
			Non-Owned / Hired	\$ 1,000,000.00	\$1,000,000.00
Professional Liability / Errors and Omissions					
		6	Professional Liability	N/A	N/A
			Errors and Omissions	N/A	N/A
Cyber Liability Insurance					
		7	Owned	N/A	N/A
Professional Liability including Network and Privacy Security Liability Insurance ("Tech E&O")					
		8	Technical Errors & Omissions	\$ 5,000,000.00 N/A	N/A
Property Insurance					
		9	Builder's Risk	\$ 2,000,000.00 N/A	\$ 2,000,000.00 N/A
Umbrella / Excess Insurance					
		10	Umbrella Liability	\$ 1,000,000.00	\$ 1,000,000.00
		11	Excess Liability	\$ 5,000,000.00	\$ 5,000,000.00
		12	All insurance carrier AM Best Ratings are an A- or better or its equivalent		
		13	All deductibles and or self-insurance component have been submitted to Arlington Public Schools for review.		
		14	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least forty-five		

			(45) days prior to action
		15	APS has been added as an Additional Insured (via endorsement of the insurance policy) on all policies except Workers Compensation, Cyber Liability & Professional Liability.
		16	All of the Certificates of Insurance show the Contract Number and Title
		17	If Claims Made Coverage is Approved, does it meet stipulations 1 or 2 stipulated in Section 42. G of the Term and Conditions
		18	Indemnification (Refer to Section 24 of the Terms and Conditions

Insurance Agent's Statement:

I have reviewed the above requirements with the Bidder named below and have advised the Bidder of required coverages not provided through this agency.

Agency Name	
Auth. Signature	
Date	

Bidder's Statement:

If awarded the Contract, I will comply with Contract insurance requirements.

Bidder Name	
Auth. Signature	
Date	

End of Appendix 2

Addendum No.1 must be signed, dated, and submitted via the secure cloud-based file sharing platform specified in the ITB prior to the Bid Closing Date/Time stated above OR acknowledgment of receipt of this Addendum may be noted on the Bid Form.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Issued By:

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