



INVITATION TO BID

Arlington Public Schools Purchasing Office

Invitation No. 70FY17

Issue Date: March 21, 2017 Due prior to 1:00 P.M. Local Prevailing Time April 11, 2017

TITLE: TERM CONTRACT FOR PROVISION OF ELECTRICAL MAINTENANCE SERVICES

Sealed bids, subject to the specifications and general terms and conditions and instructions to bidders, contained herein, will be received in the Arlington Public Schools Purchasing Office prior to the date and time stated above. The time a bid is received shall be determined by the time stamped on the bid receipt by the time clock in the Arlington Public Schools Purchasing Office. Bidders are responsible for ensuring that Purchasing Office receives their bid submission prior to the date and time stated above. In the event this time clock is not functioning, the time shall be determined by time displayed on the wall clock above Room 405. The time on the wall clock will be written on the bid receipt by hand, by Purchasing Office personnel. Delivery to, or receipt by, any office other than the APS Purchasing Office shall not be deemed receipt by the APS Purchasing Office until actually received in the APS Purchasing Office. The Bidder assumes all risk of delivery to the correct office.

Bids received at, or after, 1:00 P.M. Local Prevailing Time on April 11, 2017, shall not be considered. Bids will be publicly opened and read for the establishment of a minimum of two (2) term contracts for **PROVISION OF ELECTRICAL MAINTENANCE SERVICES**.

PRE-BID CONFERENCE

A pre-bid conference **will not be held** for this procurement. **All questions/requests for information must be submitted in writing, addressed to:** Ken Lawson at ken.lawson@apsva.us before 5:00 P.M., March 27, 2017. After reviewing any questions/requests submitted, the Arlington Public Schools Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this bid will be made only by written addendum issued by the Arlington Public Schools Purchasing Office.

1.0 PURPOSE:

- 1.1 This solicitation is being issued to establish a minimum of two (2) term contracts for Provision of **ELECTRICAL MAINTENANCE SERVICES** for all schools and departments of Arlington Public Schools, hereinafter referred to as APS, and will be used as a primary source for the items listed herein.
- 1.2 APS, at its sole discretion, reserves the right during the period of the contract, to procure **ELECTRICAL MAINTENANCE SERVICES** from additional Contractors if it is considered to be in the best interests of APS.

2.0 SUBMISSION OF BIDS:

- 2.1 Bids must be received and time stamped or signed in **prior to 1:00 P.M. Local Prevailing Time on April 11, 2017**. Bids must be submitted by mail, express mail or delivered in person. Submission of bids electronically, or by facsimile, will not be accepted. Bids shall be received at:

Arlington Public Schools
Purchasing Office, 4th Floor
1426 North Quincy Street
Arlington, Virginia 22207

2.1.1 **The APS Ed Center is a secure facility and Bidders can only enter through Door # 1 on the 1st Floor near the David M. Brown Planetarium. Bidders will have to sign in with the receptionist before being allowed up to the 4th Floor. Bidders must allow sufficient time to clear the sign in process to reach the Purchasing Office prior to the bid due date and time above.**

2.2 Any questions pertaining to this solicitation shall be directed to:

Kenneth Lawson, CPPB, VCO
Buyer / Purchasing Office
Telephone (703) 228-6193
ken.lawson@apsva.us



2.3 Bids must be submitted on the **BID FORM (Pages 17 through 24 plus 40) or a copy thereof. The bidder must complete all blanks or note as not applicable (N/A). Bid only one price for each line item and a price must be entered for each item on the Pricing Schedule to be considered for award.** A person authorized to bind the company in contractual matters must sign the **BID FORM**. By executing the **BID FORM**, the bidder acknowledges that he has read this solicitation, understands it, and agrees to be bound by its terms and conditions. **Failure to comply with these requirements may be cause for rejection of bid.**

2.4 Each bidder must return one original and one copy of the **BID FORM**. The original should be signed in blue ink. **The outside of the sealed envelope must be marked: ITB 70FY17 – PROVISION OF ELECTRICAL MAINTENANCE SERVICES.**

2.5 If the APS Education Center **is closed for any reason** on the date of the bid opening, the scheduled bid opening will be extended to the next business day the Education Center is open at the same opening time.

3.0 SPECIFICATIONS:

3.1 The Contractor(s) shall provide all supervision, parts, labor, tools, travel, materials, equipment, inspections and permits required to provide ELECTRICAL MAINTENANCE SERVICES at all APS buildings. All services provided under this contract shall be performed in strict accordance with the current Virginia Uniform Statewide Building Code, all applicable codes and industry standards, and Arlington County requirements, whichever is more stringent.

3.4 No overtime work is authorized unless approved in advance by the APS Project Officer responsible for the assignment. Written approval of overtime by the APS Project Officer must be included on the JOB AUTHORIZATION FORM (JAF) in Attachment B prior to the start of overtime work. Failure to obtain written approval will result in payment of straight time only for the Contractor's personnel involved in the work.

3.5 APS will reimburse the Contractor(s) for time spent on the job only. Travel time between jobs, time spent in obtaining additional supplies or equipment (other than the minimal time necessary to obtain supplies from an on-site truck) shall be at the Contractor's expense. On the job time shall commence when the Contractor's personnel arrive at the work site and report to the APS Project Officer in charge of the assignment. Time of arrival and departure shall be indicated on the JAF.

3.6 All JAF's shall be signed off by the APS Project Officer in charge of the assignment before final invoices are

processed for payment. The original signed-off JAF shall be attached to the final invoice.

- 3.7 The Contractor(s) shall maintain an adequate supply of manpower and equipment to complete the project in a safe and timely manner.
- 3.8 The Contractor(s) shall not act on requests or take direction from anyone except the designated APS Project Officer or his designee.
- 3.9 All work requires the submission of a detailed, written Not to Exceed Cost Proposal (Cost Proposal) from the Contractor(s).

- 3.9.1 The Cost Proposals shall be furnished by the Contractor(s) at no charge and are considered an overhead item to be included in the bid amount using the JAF in Attachment B.

- 3.9.2 Contractor(s) shall inspect each site upon request within four (4) business days after initial contact from APS, to ascertain the site conditions and work to be performed. Within four (4) business days of visiting the site(s), the Contractor(s) shall be required to provide a Cost Proposal in the form of a detailed JAF for the entire work to be completed in accordance with the contract requirements and instructions listed in the Contract, Project Manual and/or drawings. Contractor(s) shall use the JAF to submit their Cost Proposal. The Cost Proposals are to be detailed, outlining the contract unit prices to include the time, material, and, cost of rental equipment. All Cost Proposals shall be based on the hourly rates and unit prices provided in the Pricing Schedule. The hourly rates and unit prices will also be used for additions and/or deletions of work identified in the cost proposal. Unit Prices shall include all labor, tools, profit, and, overhead as maybe necessary to complete the requested work.

- 3.9.2.1 Material and Rental Equipment will be paid at the actual invoiced cost to the Contractor(s) with no mark-up.

- 3.9.3 Any Cost Proposal greater than \$100,000.00 is not covered by this contract and will be subject to a separate solicitation.

- 3.9.4 The Contractor(s) are not authorized to start work until receipt of an APS purchase order. An APS purchase order will be issued after receipt and approval of the JAF. Any work performed without receiving an APS purchase order is not authorized.

- 3.10 Contractor(s) shall be responsible for obtaining all Arlington County permits and inspections required for work done under any resulting contract. APS will reimburse the contractor for the actual cost of permits and inspections with no mark up.

- 3.11 **CRITICAL RESPONSE SERVICE**

The Contractor(s) shall provide "on-call" Critical Response service, twenty-four (24) hours per day, seven (7) days per week. The Contractor(s) shall arrive at the job site, with all tools and equipment necessary for the emergency service, within three (3) hours of notification of an emergency. Rates for Critical Response service will be reimbursed at the standard Critical Response rates listed on page 23. The Contractor(s) shall provide an emergency phone number assigned to an emergency callback service to APS for service required after regular business hours. This number shall be monitored and responded to by the Contractor(s), twenty-four (24) hours a day, seven (7) days a week.

- 3.12 **DRAWINGS**

The Contractor(s) shall provide all necessary drawings for work requested by APS. For permitted jobs, drawings must be stamped approved by an Engineer with a valid Commonwealth of Virginia Professional Engineer License. Drawings must then be approved by Plans Review at Arlington County Inspection Services Division.

- 3.12.1 APS will reimburse the Contractor(s) for the cost of drawings at the rate listed in the Pricing Schedule.
- 3.12.2 After APS acceptance of the JAF, the Contractor will have fifteen (15) business days to deliver the approved drawings.
- 3.13 The Contractor(s) is responsible for contacting Miss Utility prior to starting of any excavation work. The Contractor(s) shall mark all intended areas of excavation with white spray paint and/or white flags prior to contacting Miss Utility. Damages to APS property resulting from not contacting Miss Utility prior to beginning excavation shall be the sole responsibility of the Contractor(s).
 - 3.13.1 The Contractor(s) shall thoroughly tamp all areas of excavation. Contractors(s) shall repair settling from excavation to the satisfaction of the APS Project Officer within the one (1) year warranty period.
 - 3.13.2 The Contractor shall be responsible for damages to property caused by work performed under the Contract or Purchase Order. The Contractor shall repair to proper working order or replace, to APS's satisfaction, any property damaged either directly or indirectly caused by its actions.
- 3.14 No Sub-Contractors will be used without written permission of the APS Project Officer.

4.0 WORK TO BE DONE

- 4.1 Work performed by the Contractor(s) shall cover but not be limited to:
 - 4.1.1 The restoration of electrical service, repair to electrical systems and other work necessary to correct any electrical system problem;
 - 4.1.2 Providing service on power, lighting, and other electrical systems in accordance with the specifications requested by APS.

5.0 REFERENCES – BIDDERS MINIMUM QUALIFICATIONS:

- 5.1 Bidders must have a minimum of ten (10) years continuous experience, prior to the date of submission of their bid, in the management and operation of a business engaged in providing ELECTRICAL MAINTENANCE SERVICES, and actually engaged in providing these services to commercial or industrial accounts under contract.
- 5.2 Bidders must provide with their bid a list of five (5) commercial or industrial references for work of a similar nature (multi-sited facilities and various ages of buildings) performed under a term contract and which clearly demonstrate the firm's ability to successfully perform under any resulting contract. References must be within the last three (3) years. Please verify the names, addresses, phone numbers and email addresses prior to submitting them as references.
- 5.3 Bidders must have a current Commonwealth of Virginia Contractors License, Class A.

6.0 PERSONNEL:

- 6.1 The Contractor's personnel shall be equipped with all tools required to perform the job.
- 6.2 If any person employed on the work by the Contractor(s) shall appear to the APS Project Officer to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the request of the APS Project Officer, and shall not be re-employed (on subject project) except on written consent of the APS Project Officer.
 - 6.2.1 Alcoholic beverages and illegal drugs are prohibited on the job site. Possession of any of these items on the job site by a Contractor's employee will result in immediate removal of the individual from the site.

6.2.2 The use of tobacco is prohibited on APS property by anyone at any time.

6.3 Electricians used by the Contractor to perform under this contract shall have at a minimum a Commonwealth of Virginia Department of Professional and Occupational Regulation Journeyman Electrician License (JELE Specialty). Electricians must possess a minimum of two (2) years previous experience maintaining electrical systems of similar type and complexity to those covered under this contract. Bidders shall submit evidence of licensing, trades certification and training with their bid.

6.4 Apprentice Helpers used by the Contractor to perform under this contract shall have a minimum of two (2) years' experience in the maintenance of equipment of similar type and complexity to those covered under this contract. The duties of the Apprentice Helper shall include, but not be limited to, the inspection, servicing and repair of all electrical systems. The Apprentice helper will routinely assist the electrician in performing such tasks but may work independently while performing sub-journeyman level work.

6.5 APS reserves the right to reject any of Contractor's service personnel who, in APS' judgment, are not adequately qualified to perform the work.

6.6 A Contractor's vehicle parked at an APS site other than in a parking space or at on-street parking will be clearly labeled with the Contractor's name.

6.7 When entering any APS building, the Contractors' employees shall have picture identification. Identification shall include employees photograph and name. The Contractor's employees are required to check-in at each location with the Main Office or the Building Manager when reporting to the work site. Prior to leaving a site, the Contractor's employees will also be required to check-out with the Main Office and/or the APS Project Officer.

7.0 HOURS OF OPERATION:

Normal work hours for APS are Monday through Friday, excluding holidays, between the hours of 7:00AM and 4:00PM.

8.0 CONTRACT AWARD:

8.1 APS intends to award a minimum of two (2) term contracts to the bidders who are responsible and provide the lowest responsive GRAND TOTAL FOR ITEMS 1 THROUGH 7 ON PAGE 23. A price must be entered for each item in a section to be considered for award.

8.2 APS reserves the right to add similar services or delete services specified in the subsequent contract as requirements change during the period of the contract. Prices for services to be added to the contract will be mutually agreed to between APS and the Contractor(s). A contract amendment will be issued by the APS Purchasing Office for each addition or deletion of services if approved by the Purchasing Agent.

8.3 After Contract award, APS has the sole discretion of selecting the Contractor for each individual project on an as needed basis with no justification to size, schedule, technical capabilities, work history or Contractor rotation selection.

8.4 The Contractor understands and agrees that APS is under no obligation to the Contractor to buy any amount as a result of having being awarded a contract.

9.0 PERIOD OF CONTRACT AND RENEWALS:

9.1 The period of this contract shall be from **DATE OF AWARD**, through **APRIL 30, 2018**.

9.2 This contract may be renewed at the expiration of its term at the sole discretion of APS. Such renewal may be for four (4) additional one-year periods.

- 9.2.1 The contract unit prices will remain firm from the date of contract award through April 30, 2018. The unit prices 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 February of each contract year. The contract unit prices changed as a result of this formula will become effective on May 1, the anniversary of the contract and shall be binding on the Contractor(s) for the ensuing contract year.
- 9.3 APS, at its sole discretion, may extend the initial contract term or contract renewal term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.
- 9.4 Notice of intent to renew will be given to the Contractor(s) in writing by the APS Purchasing Department, normally sixty (60) days before the expiration date of the current contract. (This notice shall not be deemed to commit APS to a contract renewal.)
- 9.5 Any Price decreases shall be made in accordance with paragraph 66 of the General Conditions & Instructions to Bidders.

10.0 INVOICING PROCEDURE:

- 10.1 The Contractor(s) shall submit a summary invoice after completion of each job. The invoice must be accompanied by one copy of each signed Job Authorization Form.
- 10.2 Invoices will be delivered to the following address:
- Arlington Public Schools
Facilities and Operations
2770 South Taylor Street
Arlington VA. 22206
- 10.3 The invoice shall contain the applicable Purchase Order number, and the name of the school receiving the service.

11.0 MATERIALS

- 11.1 All materials furnished under this contract shall be new and original manufacturer's recommended or authorized replacement parts. Use of manufacturer's rebuilt parts and/or components shall be authorized by the APS Project Officer and shall carry the same warranty as new parts or components. Use of used parts is strictly prohibited unless specifically authorized by the APS Project Officer. Removed materials and equipment shall remain the property of APS unless otherwise indicated by the APS Project Officer.
- 11.2 Contractor(s) shall make every attempt to obtain the lowest price for materials and rental equipment provided under the contract(s).
- 11.3 The Contractor(s) agree that APS may, at its option and sole discretion, provide materials or fixtures to the Contractor(s) for installation by the Contractor(s) at the contract unit prices.
- 11.4 All material provided to APS shall be fully guaranteed by the Contractor(s) against factory defects. The Contractor(s), at no expense to APS, will correct any defects, which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty, which the Contractor(s) shall make available on demand. All work is guaranteed by the Contractor(s) against defects resulting from the use of inferior or faulty materials or workmanship for two (2) years from the date of final acceptance of the work by APS in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the Guaranty, unless that date is agreed upon by APS and the Contractor(s) in a signed Addendum to the contract.

11.5 Standard tools of the trade and trade consumables shall be available to the Contractor's personnel from their service vehicle. Tools of the trade and other trade consumables are not valid contract expenses. The cost of consumables (including, by way of illustration and not limitation, solder, caulking, tape, wirenuts, fasteners, gases, and other consumable items) are considered administrative expenses. These shall be included as part of the hourly rates bid.

12. UNUSUAL EQUIPMENT REQUIREMENTS

If the project assigned requires the use of rental equipment including by way of illustration and not limitation, cranes, scissor lifts and bucket trucks, the estimated costs of the additional equipment and/or services shall be identified in the Contractor(s) JOB AUTHORIZATION FORM. If APS accepts the use of additional equipment and/or services, the Contractor(s) will be reimbursed for the actual amount of the cost of such equipment with no markup. APS reserves the right to have others provide the additional equipment and/or services.

13.0 MATERIAL SAFETY DATA SHEETS

APS is subject to the Hazard Communication Standard, 29 CFR §1910.1200 (Standard). The Contractor(s) agrees that it will provide, or cause to be provided, Material Safety Data Sheets required under the Standard for all hazardous materials supplied to APS. Such Material Safety Data Sheets shall be delivered to APS no later than the time of actual delivery of any hazardous materials to APS. Container labeling meeting the requirements of the Standard shall be appropriately affixed to the shipping or internal containers. APS reserves the right to refuse shipments of hazardous materials not appropriately labeled, or when Material Safety Data Sheets have not been received prior to or at the time of receipt of the shipment for use by APS or whenever the material is delivered in a manner inconsistent with any applicable law or regulation.

14.0 GENERAL INSURANCE REQUIREMENTS:

14.1 The Contractor(s) shall provide a Certificate of Insurance to the Purchasing Agent indicating that the Contractor(s) has in force the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the Contract. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. The minimum insurance coverage shall be:

14.1.1 Workers Compensation – Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability at the state statutory limits. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund of Towson, Maryland.

14.1.2 Commercial General Liability - \$1,000,000 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 project. Evidence of Contractual Liability coverage shall be typed on the certificate.

14.1.3 Additional Insured – Arlington County School Board shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on a separate insurance company issued endorsement.

14.1.4 Cancellation – The Contractor(s) are required to provide notice on non-renewal, cancellation, or material change in coverage to the APS Purchasing Office at least thirty (30) days prior to any such change taking place.

14.1.5 Contract Identification – The insurance certificate shall state contract number and title.

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

- 14.2 The Contractor(s) 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, until final acceptance of the work by APS.
- 14.3 No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor(s) from any liability or obligation imposed upon the Contractor(s) by the provisions of the Contract Documents.
- 14.5 The Contractor(s) 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.
- 14.6 The Contractor(s) 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.

15.0 PRECEDENCE

In the event of conflict, the Acceptance Agreement of this solicitation shall take precedence over the General Conditions and Instructions to Bidders, included herein.

SPECIAL PROVISIONS TO CONTRACT 70FY17

1. INTENT OF CONTRACT:

The intent of this contract is for the Provision of **ELECTRICAL MAINTENANCE SERVICES**.

2. SITE INSPECTION:

- 2.1 The Contractor is expected to become familiar with and take into consideration site conditions which may affect the work, and to check all dimensions at the site.
- 2.2 The Contractor must acquaint himself thoroughly as to the character and nature of the work to be done. The Contractor furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- 2.3 The Contractor shall examine the premises and the site and compare them with the drawings and specifications. He shall familiarize himself with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- 2.4 No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- 2.5 Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or Arlington Public Schools personnel at the site.

3. USE OF PREMISES:

- 3.1 On or about the premises and adjacent areas, the Contractor shall cause all apparatus storage of materials, and activities of workmen to be confined to the limits indicated by law, ordinances, permits and the directions of the Owner's representative, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor.
- 3.2 The Contractor shall be responsible for repairing or replacing any work damaged by his operations within twenty (20) days after notification by the Owner's representative that damage has occurred.
- 3.3 It will be the responsibility of the Contractor to report to the Project Engineer any damages found prior to any work at the site.

4. CLEANING UP:

The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of the work, he shall cause to be removed from and about the premises and adjacent areas, all rubbish, tools used for work and surplus materials and shall have the area "Broom Clean" and ready for use. In case of a dispute Arlington Public Schools may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Project Engineer shall determine to be fair and equitable.

5. OWNER'S REPRESENTATIVE:

5.1 The Owner's representative for questions following contract award is:

Steven Bernheisel, Assistant Director of Maintenance Services
APS Facilities & Operations Department
2770 South Taylor Street
Arlington, VA 22206
Telephone: (703) 228-6621

5.2 Whenever the term "Engineer", "Project Engineer", "Project Manager" or similar terms are used, in preceding or subsequent paragraphs of this contract, it shall refer to the Owner's representative for contract coordination.

6. TASK ORDERS:

The Contractor shall submit a written proposal of the work to be performed under each discrete Task; within five (5) days of the request by APS.

7. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other contract documents will be made to the Contractor orally.

8. EXTENSION OF TIME: NO WAIVER:

8.1 If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault of negligence, including but not restricted to acts of God or the public enemy; acts of neglect to the Owner, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions, or freight embargoes, the period hereinabove specified for the completion of his work shall be extended by such time as shall be fixed by the Owner.

8.2 No such extension of time shall be deemed a waiver by the Owner or his right to terminate the contract for abandonment or delay by the Contractor as herein provided to relieve the Contractor from full responsibility for performance of his obligations hereunder.

9. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with this Contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents or by the Owner or by his duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

10. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

10.1 In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Engineer as he sees fit. He shall notify the Engineer thereof immediately thereafter.

10.2 Any compensation claimed by the Contractor due to such extra work shall be submitted to the Engineer for approval.

10.3 Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to

persons or damage to the work, or any adjoining property, upon authorization from the Engineer to prevent such threatened injury or damage, he shall act as instructed or authorized by the Engineer. The amount of reimbursement claimed by the Contractor shall be at the rates listed in the Pricing Schedule.

11. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payment if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance Bond.

12. PLANS AND SPECIFICATIONS - INTERPRETATIONS:

The Contractor shall keep at the site of the work, one copy of the plans and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the plans and not mentioned in the specifications, or mentioned in the specifications and not shown in the plans, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the plans and specifications the decision of the Engineer shall govern. Also any discrepancy between the figures and drawings shall be submitted by the Contractor to the Engineer whose decision thereon shall be conclusive.

13. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved, unless he ceases to be on the Contractor's payroll.

14. REPRESENTATIONS OF CONTRACTOR:

14.1 The Contractor represents and warrants:

- 14.1.1 that he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plans, materials, supplies or equipment to be so performed or furnished by him; and
- 14.1.2 that he is familiar with all Federal, State, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- 14.1.3 that such temporary and permanent work required by the Contract Documents as is to be done by him can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
- 14.1.4 that he has carefully examined the plans, the specifications and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

15. OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

15.1 If:

- 15.1.1 the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or

- 15.1.2 a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days, or after such an appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days: or
- 15.1.3 the Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials; or
- 15.1.4 the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- 15.1.5 the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or
- 15.1.6 the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of this contract, then and in any such event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and his right to proceed either as to the entire work or (at the option of the Owner) to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient.

15.1.6.1 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and use such materials appliances, supplies, plans and equipment as may be on the site of the work, and necessary therefore, for completing the work. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

16. WEATHER CONDITIONS:

In the event of temporary suspension of work or during inclement weather, or whenever the Engineer shall direct, the Contractor will cause his subcontractors to protect carefully his, and their materials and work against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such work and materials shall be removed and replaced at the expense of the Contractor.

17. ALL WORK SUBJECT TO CONTROL OF ENGINEER:

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and at such times and places, by such methods and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents, and any extra work orders and shall decide all other questions in connection with the work. The Contractor shall employ no plans, equipment, materials, methods or men to which the engineer objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Engineer's permission. The Engineer shall confirm in writing, any oral order, direction, requirement or determination.

18. ENGINEER'S CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control or in which the work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated, shall be so governed and performed, but without exception, all work shall be so governed and so performed.

19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted herein and hereby incorporated by reference and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

20. CORRESPONDENCE:

All communications between the parties hereto relating to details, progress and coordination of the work shall be through the Engineer and shall be deemed binding only when in writing.

21. STORAGE OF MATERIALS:

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be placed under cover when directed. Stored materials shall be located so as to facilitate proper inspection. Equipment which is delivered crated shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the Owner or lessee.

22. WORKMANSHIP:

22.1 Only first class work shall be performed and all materials furnished in carrying out this contract shall be of character and quality required by the specifications. Where no standard is specified for such work or materials, they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Engineer.

22.2 If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within forty-eight (48) hours after the receipt of the above mentioned notice, or if he shall not make satisfactory progress in doing so, the Engineer may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner perfect and complete in satisfactory working condition.

22.3 The Contractor expressly undertakes at his own expense:

22.3.1 to effect all cutting, fitting or patching of his work required to make same conform to the plans and specifications and except with consent of the Engineer not to cut or otherwise alter the work of any other contractor, and

22.3.2 to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

23. INCOMPETENT OR DISORDERLY EMPLOYEES:

If any person employed on the work by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Engineer, and shall not again be re-employed except on written consent of the Engineer.

24. CHANGES AND ALTERATIONS:

The Owner reserves the right through its Engineer to make such alterations in the installation of items of work shown on the plans, as may be necessitated by conditions found during construction that in the judgment of the Engineer appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Owner's Engineer. If such changes increase the amount of the work or materials, the Contractor will be paid according to the quantity of work actually done at the prices established for such work under the contract. If such alterations or changes diminish the quantity of work to be done, they shall not constitute a claim for damages or for loss of anticipated profits in the work which may be dispensed with, and the work as constructed shall be paid for in accordance with the contract.

25. STANDARD PRODUCTS:

All materials, supplies, and articles furnished shall, wherever it is specified, and otherwise practicable, be the standard products of recognized, reputable manufacturers. The standard products of manufacturers other than those specified, will be accepted when it is proved to be the satisfaction of the Engineer, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the detail and dimensions indicated on the drawings, for the substitution of standard products other than those provided for, shall be properly made as approved by the Engineer and at the expense of the Contractor.

26. REJECTION OF INFERIOR MATERIAL:

It is definitely understood and agreed that an inspection and approval of the materials by the Engineer shall not in any way subject the Owner to pay for the said materials or any portion thereof, even though incorporated in the work if said materials shall in fact turn out to be undone or unfit to be used in the work nor shall such inspection be considered as any waiver of objection to the work on account of the unsoundness of the material used.

27. EXAMINATION OF DEFECTIVE WORK:

If the Engineer shall so require, the Contractor shall at any time during the continuance of this contract pull down or undo any part of the work and make such openings therein as may be required and enable the Engineer to make proper inspection and the Contractor shall make good again the work so pulled down, undone or opened to the said Engineer's satisfaction. If the work should be found faulty, in any respect the whole of the expenses incurred shall be defrayed by the Contractor, but if the work should be found not faulty by the Engineer, the expenses thereby incurred shall be defrayed by the Owner.

28. NECESSARY DETAILS NOT SPECIFICALLY MENTIONED:

It is understood and agreed that any and all work may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specification, shall be furnished and executed by the Contractor as if designated in both these ways, and should any work or material be required which is not denoted in the plans and specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall furnish such materials as fully as if they were completely delineated and prescribed.

29. ERRORS:

The Contractor shall make no claim against the Owner because of the estimate, tests or representations of any kind affecting the work made by any officer or agent of the Owner may prove to be in any respect erroneous.

30. COMMENCEMENT AND COMPLETION OF WORK:

- 30.1 The Contractor shall advise the Owner's representative a minimum of three (3) working days in advance of the date work is to commence.
- 30.2 Any work scheduled for weekends will be arranged forty-eight (48) hours in advance.
- 30.3 ALL WORK SHALL BE FINALLY COMPLETED WITHIN THE TIME FRAME NOTED IN EACH TASK ORDER

31. PERMITS AND LICENSES:

The Contractor shall, without additional expense to the Arlington Public Schools, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

32. CONSTRUCTION SAFETY:

- 32.1 The Contractor shall include a list of all the following safety violations which have become final in the three (3) years prior to the offer of this contract:
 - 32.1.1 willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by: (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan of any other state; or
 - 32.1.2 serious construction safety violations for which the bidder was cited by the United States Occupational Safety and Health Administration or the Virginia Occupational Safety and Health Administration following a report or notification to the bidder, his agent or employee of such hazard or potential violation by an Arlington Public Schools inspector.
 - 32.1.3 If the Contractor has received or been the subject of no such violations in the previous three years, then the Contractor shall so indicate by sworn affidavit.
- 32.2 No Arlington Public Schools construction contract, as discussed above, shall be awarded to any contractor who has been the subject of any citations for the violations listed in paragraphs 32.1.1 and 32.1.2 above which have become final in the three years prior to the offer of this contract.
- 32.3 Any vendor precluded from the award of any Arlington Public Schools construction contract by the provisions of this resolution may appeal to the School Superintendent or his designated representative for an exemption. Such appeal shall be in writing and must be submitted at least seven (7) days within being notified of the preclusion of contract award. The vendor may include in the appeal any facts surrounding the violation which may be relevant to the appeal, as well as any safety measures or safety training programs instituted since the violation which precluded the award of an Arlington Public Schools construction contract.
- 32.4 No contractor or subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.

32.5 No contractor awarded an Arlington Public Schools construction contract shall knowingly employ or contract with any person, company, or corporation for services pursuant to that contract if such person, company, or corporation could not have been awarded such contract due to the restrictions in paragraphs 32.1.1 and 32.1.2 above.

33. WARRANTY:

All material provided to APS shall be fully guaranteed by the Contractor against factory defects. The Contractor at no expense to APS will correct any defects, which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty, which the Contractor shall make available on demand. All work is guaranteed by the Contractor against defects resulting from against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud, for one year from the date of final acceptance of the work by APS in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the guaranty, unless that date is agreed upon by APS and the Contractor in a signed writing.

ARLINGTON PUBLIC SCHOOLS

BID FORM

PROVISION OF ELECTRICAL MAINTENANCE SERVICES

Invitation To Bid No. 70FY17

Due Prior to 1:00 P.M., April 11, 2017

The time a bid is received shall be determined by the time stamped 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 clock above Room 405. The time on the wall clock will be written on the bid receipt by hand, by Purchasing Office personnel.

SUBMIT PAGES 17 THROUGH 24 PLUS 40 AS YOUR BID RESPONSE

The Bidder proposes and agrees, if this bid is accepted within ninety (90) days after the bid opening date, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the bid requirements on the Bid Form or by an attachment to the Bid Form.

PLEASE PLACE YOUR BID PRICES AS INDICATED ON PAGES 23 and 24

FULL LEGAL NAME OF BIDDER _____

Remittance Address (If different):

ADDRESS _____

PHONE: (____) _____ FAX: (____) _____

DATE: _____

TAX ID NUMBER (EIN/SSN): _____

EMAIL ADDRESS: _____

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS: (Office) _____

TELEPHONE NUMBER: (Office) _____ FAX NUMBER: _____

CONTRACTOR'S LICENSE

In submitting this bid, the Bidder certifies that the firm signing this bid and registered under that name is legally qualified, in accordance with the regulations of the Commonwealth of Virginia, Department of Professional and Occupational Regulation, Virginia Board for Contractors, to perform all work included in the Scope of Work. A **Class A License is required** for this work, please complete the following:

Registered as a Contractor under Title 54.1, Chapter 11 of the Code of Virginia:

Licensed Class _____ Virginia Contractor No. _____

Valid Until _____ Classifications _____
(Date)

Electricians assigned to APS work must have at a minimum a Commonwealth of Virginia Journeyman Electrician (JELE) Specialty License per Section 6.3 of this ITB. Attach copies of certifications to your bid. Failure to comply with this requirement shall make the Bid nonresponsive.

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER: MANDATORY REQUIREMENT:

Under paragraph 22. Of the General Terms and Conditions and Instructions to Bidders, the bidder agrees, if this bid is accepted by APS, for such services and/or items, that the bidder has met the requirements of the Virginia Code Section 2.2-4311.2. For more information on how the SCC can expedite a request for an identification number, please contact the SCC at (www.scc.virginia.gov) or the Clerk's office at 1-804-371-9733.

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

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

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

DEBARMENT

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?

Yes ___ No ___

2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?

Yes ___ No ___

NUMBER OF YEARS IN BUSINESS

How many years has your organization been in the business of **PROVIDING ELECTRICAL MAINTENANCE SERVICES**?

How many years has your organization been in business under its present business name? _____

REFERENCES

On page 21 the Bidder must provide at least five (5) commercial or industrial contract references which demonstrate satisfactory performance on past and current contracts of a similar size, nature, number of locations. References noted must be within the last three (3) years: indicate firm name, contact name, telephone number and email address of each reference.

REFERENCES

FIRM NAME

CONTACT NAME

**TELEPHONE
NUMBER**

E-MAIL ADDRESS

1. _____

2. _____

3. _____

4. _____

5. _____

Phone Number for Critical Response Service: _____

This number shall be monitored and responded to by the Contractor, twenty-four (24) hours a day, seven days a week per Section 3.11 of the ITB.

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

In compliance with this Invitation To Bid and subject to all conditions thereof and attached hereto, the undersigned offers and agrees, if this bid be accepted within ninety (90) calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with APS.

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.

SIGNATURE: _____
(Person signing must be authorized to bind the bidder in contractual matters)

TITLE: _____
(Applicable for Partnership/Corporation)

NAME: _____
(Type or Print)

DATE: _____

PRICING SCHEDULE

PRICING ENTERED IS FOR ALL SUPERVISION, LABOR, TOOLS AND TRAVEL REQUIRED TO PROVIDE ELECTRICAL MAINTENANCE SERVICES AT ALL APS BUILDINGS AND ARE NOT SUBJECT TO CHANGE FOR THE INITIAL CONTRACT PERIOD. PRICE INCREASES FOR RENEWALS WILL BE ALLOWED PER SECTION 9.2.1 ON PAGE 6 OF THIS ITB. PLEASE NOTE THAT THESE PRICES WILL BE USED ON ALL FUTURE JOBS FOR APS.

PERMITS, INSPECTIONS, MATERIALS (SEE SECTION 11.5) AND RENTAL EQUIPMENT WILL BE REIMBURSED AT CONTRACTORS ACTUAL INVOICED PRICE WITH NO MARK UP.

AWARD WILL BE MADE TO A MINIMUM OF TWO (2) BIDDERS WHO ARE RESPONSIBLE AND PROVIDE THE LOWEST RESPONSIVE GRAND TOTAL PRICING FOR ITEMS 1 THROUGH 7 BELOW. A PRICE MUST BE ENTERED FOR EACH ITEM TO BE CONSIDERED FOR AWARD. WHERE A UNIT PRICE AND THE EXTENSION PRICE ARE AT VARIANCE, THE UNIT PRICE WILL PREVAIL.

THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE QUANTITIES LISTED BELOW ARE FOR EVALUATION PURPOSES ONLY AND APS IS UNDER NO OBLIGATION TO THE CONTRACTOR TO BUY ANY AMOUNT AS A RESULT OF HAVING BEING AWARDED A CONTRACT.

Item No.	Description	Unit Quantities	Unit Price	Total Price
1	RATE FOR ELECTRICIAN. Normal working hours Monday through Friday between 7:00 AM and 4:00 PM	100 Hours	\$	\$
2	RATE FOR APPRENTICE HELPER. Normal working hours Monday through Friday between 7:00 AM and 4:00 PM	50 Hours	\$	\$
3	OVERTIME RATE FOR ELECTRICIAN. Working outside the hours of 7:00 AM to 4:00 PM Monday through Friday, Weekends and APS Holidays	10 Hours	\$	\$
4	OVERTIME RATE FOR APPRENTICE HELPER. Working outside the hours of 7:00 AM to 4:00 PM Monday through Friday, Weekends and APS Holidays	5 Hours	\$	\$
5	CRITICAL RESPONSE RATE FOR ELECTRICIAN. Contractor shall arrive within three (3) hours of notification of an emergency	3 Hours	\$	\$
6	CRITICAL RESPONSE RATE FOR APPRENTICE HELPER. Contractor shall arrive within three (3) hours of notification of an emergency	3 Hours	\$	\$
7	COST OF DRAWINGS (one time charge per job, if needed)			\$
	GRAND TOTAL FOR ITEMS 1 THROUGH 7			\$

FIXED RATE FOR CONTRACTOR OWNED EQUIPMENT
(NOT INCLUDED IN DETERMINING THE LOWEST BIDDER
BUT WILL BE USED FOR FUTURE WORK)

CONTRACTOR OWNED EQUIPMENT	Unit Quantities	Unit Price
BACKHOE with Operator	Hour	\$
BUCKET TRUCK with Operator	Hour	\$
BUCKET TRUCK 100' with Operator	Hour	\$
DUMP TRUCK with Operator	Hour	\$
TRENCHER with Operator	Hour	\$
DIRECTIONAL BORING EQUIPMENT (to Bore under sidewalks) with Operator	Hour	\$
HOLE AUGER with Operator (Up to 6' Deep and 25" in diameter)	Hour	\$

ARLINGTON PUBLIC SCHOOLS

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

Bidder: The general terms and conditions and instructions to bidders which follow apply to all purchases and become a part of all formal solicitations and become a part of all Contract awards and Purchase Order issued by the Arlington Public Schools (APS), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and will not be a basis for relief.

Subject to all State and local laws, policies, resolutions, regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by APS will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation. Where there is a conflict between these General Conditions and Instructions and the Purchasing Resolution, the Purchasing Resolution shall prevail.

1. AUTHORITY

The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying each and every solicitation, Purchase Order or other award issued by the APS. In the discharge of these responsibilities, the Purchasing Agent is assisted by buyers under his supervision. No other Arlington Public Schools officer or employee is authorized to order supplies or services, enter into purchase negotiations or Contract. Any Purchase Order or Contract made which is contrary to these provisions and authorities shall be void and neither the Arlington County School Board (ACSB), nor any of its officers and employees, shall be bound thereby.

2. INDEPENDENT CONTRACTOR

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

3. ARLINGTON PUBLIC SCHOOLS EMPLOYEES

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

4. BID FORMS

All bids shall be submitted in duplicate, on the Bid Form provided, properly signed in ink in the proper spaces, and submitted in a sealed envelope provided with the solicitation.

5. EXAMINATION OF BID DOCUMENTS

5.1 Bidders shall thoroughly examine the bid documents. The bidder's failure or omission to examine any document shall not relieve the bidder from any obligations with respect to its bid or to the resultant Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

5.2 If a bidder knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the bid documents, the bidder has an obligation to seek clarification, interpretation or instructions from the Purchasing Agent prior to submitting a bid. Any and all such requests for clarifications, interpretations or supplemental instructions will be in the form of written addendum, if issued, will be sent to prospective bidders prior to the date fixed for the opening of bids. APS will not be responsible for any clarifications, interpretations or instructions except those made by written addendum. Should the bidder fail to seek such a clarification prior to submission of a bid, the bidder thereby waives, and agrees to indemnify and hold APS

harmless from any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the bidder knew or should have known existed at the time the bid was submitted.

- 5.3 Failure of a bidder to receive any addendum shall not relieve the bidder from the requirements of the bid, including all addenda issued. All addenda so issued shall become part of the bid documents. Each bidder shall be responsible for determining prior to submitting a bid that all addenda issued have been received and shall acknowledge receipt and inclusion of all addenda in the bid.

6. SPECIFICATIONS

- 6.1 If goods/services bid are in substantial compliance with the bid requirements, APS, in its sole discretion, may waive informalities and award a Contract if the informality (see paragraph 17., Informalities) will not affect the price, quality, quantity or delivery schedule of the goods, services or construction being procured.
- 6.2 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unused), unless otherwise specified. The items bid shall be the latest model, of the best quality, and highest grade workmanship.
- 6.3 Any ancillary items or parts of any equipment listed in the solicitation which are not fully described in the specification and which are necessary for the completion and use of the items or equipment and its appurtenances shall be considered a part of such equipment although not directly specified in the solicitation.

7. SUBSTITUTION OF MATERIALS

- 7.1 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, with the addition of such expressions as “no substitutes,” it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of APS and no other brand shall be considered.
- 7.2 When a brand name is stated, unless identified as a “no substitute” item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer’s identification is intended to convey the general type, style, character and quality of the item described. Any article which APS in its sole discretion determines to be the equivalent of the item specified, considering quality, workmanship, economy of operation and suitability for the intended use, may be accepted and considered for award.
- 7.3 If bidding a brand other than that specified, it is the bidders responsibility to substantiate that the goods and/or services meet the specifications. To ensure that sufficient information is available, the bidder shall furnish (and should submit as part of his bid) descriptive material (e.g., catalog cuts, drawings, specifications, etc.) necessary to substantiate that the products or services offered meet the requirements of the solicitation.

8. PREPARATION, SUBMISSION AND RECEIPT OF BIDS

- 8.1 Bids must be submitted to the address stated in the solicitation. Bids shall be submitted in the prescribed format and on the forms furnished, if any, or copies thereof, and shall be signed in ink. Original signatures are required on bids. Bids shall be enclosed in an envelope, and shall be sealed and clearly labeled with the bid number and project name so as to indicate the work covered by the solicitation so as to guard against opening prior to the time set for the opening. Bidders shall designate on the exterior of the outermost envelope the bid number and date and time of opening of the bid. Erasures or other changes must be explained and initialed by the bidder. Bids containing any conditions, omissions not permitted by the Instruction to Bidders, failure to bid all items unless permitted by the Instruction to Bidders, unexplained erasures or alterations or items not called for in the Bid Form, or other irregularities of any kind which in the sole discretion of the Purchasing Agent affect quality, quantity, price or delivery, shall be deemed nonresponsive..
- 8.2 Each bid must give the full legal name and business address of the bidder. Bids must be signed by a person authorized to bind the bidder in Contractual matters. The name and title of the person signing the bid shall also be typed or printed as indicated on the bid form.

8.2.1 The Bidder shall provide, in the space provided or directed in the solicitation, (i) its social security number if an individual, or (ii) its federal employer identification number if a proprietorship, partnership or corporation.

8.3 Bids must be received prior to the date and time of opening specified in the solicitation. Late bids will not be considered.

8.4 No APS official or employee shall be responsible for a bid opened that is not properly identified on the envelope, or for any bid not submitted, as specified in the solicitation. Bids for separate solicitations shall not be combined on the same form or submitted in the same envelope. Any such bids shall be rejected as non-responsive.

8.5 Each Bid Form shall include specific acknowledgment of receipt of all addenda issued during the bidding process. Failure to acknowledge addenda shall result in the bid being rejected as non-responsive if in the sole discretion of the Purchasing Agent such failure affects quality, quantity, price or delivery.

8.6 APS accepts no responsibility for any expense incurred by any bidder in the preparation and submission of a bid.

9. ALTERNATE BIDS

Bidders who have other items they wish to offer in lieu of or in addition to what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be deemed non-responsive and will not be considered for award. Such bids will, however, be examined prior to awarding the Contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate items in a re-bid or the alternate items may be considered for future requirements.

10. INTENTIONALLY DELETED

11. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke these protections prior to or 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)]. **Bidders shall submit, in a separate section of the bid, any information considered by the Bidder 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. Bidders may not declare the entire bid proprietary nor may they declare pricing to be proprietary.** References may be made within the body of the bid to proprietary information; however all information contained within the body of the bid not in the separate section labeled proprietary shall be public information.

12. SIGNED BID CONSIDERED AN OFFER

12.1 A signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon award by APS, unless withdrawn under the provisions herein. Should any bidder receiving an award default or fail to deliver the products or services ordered by the time specified, APS may terminate the Purchase Order and/or Contract, and after oral or written notice to the bidder, may procure the products and/or services from other sources and hold the defaulting bidder liable for any resulting additional cost.

12.2 Unless otherwise specified by APS, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. No limitation made by the bidder on the binding nature of the bid shall have any effect.

13. LATE BIDS

13.1 Timely submission is solely the responsibility of the bidder. Bid Forms received after the specified date and time will be rejected. A late bid is any bid received at the office designated in the solicitation after the exact time specified for receipt of the bid. Late bids will not be considered for award except if it is received before award is made and the bid was sent by mail and the Purchasing Agent determines that the late receipt was due solely to mishandling by the Arlington Public Schools after receipt at the address and the office specified in the solicitation.

13.2 A late hand-carried bid, or any other late bid not submitted by mail or courier, shall not be considered for award.

14. WITHDRAWAL OF BID

No bid may be withdrawn after it is filed unless the bidder makes a request in writing to APS prior to the time set for the opening of bids or unless APS fails to award or issue a notice of intent to award within ninety (90) days after date fixed for the opening.

15. WITHDRAWAL OF BID DUE TO ERROR (Other Than Construction)

15.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time set for the bid opening. After the bid opening, if the Purchasing Agent denies the withdrawal of a bid, the bidder shall be notified in writing stating the reasons for the decision. Award of the Contract shall be made to the bidder at the bid price, provided the bidder is a responsible and responsive bidder.

15.2 Bidders may request withdrawal of their bid from consideration if the price bid was substantially lower than the other bids due solely to a clerical or arithmetical mistake therein. The bidder shall give written notice to the Director of Purchasing of a claim to withdraw the bid prior to the award of the Contract or issuance of the Purchase Order. The cause and nature of the mistake shall be stated in the claim to withdraw.

15.3 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

15.4 No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any sub-Contract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

16. REJECTION AND AWARD OF BIDS

16.1 APS reserves the right to accept or reject any or all bids or parts of bids, to waive informalities and re-bid any requirement.

16.2 APS reserves the right to award the Contract for any or all items bid on a lump sum basis, individual item basis or such combination as shall best serve its interests, including award to multiple Contractors, unless otherwise specified by APS. Where a unit price and the extension price are at variance, the unit price will prevail.

16.3 A notice of intent to award Contract award for this solicitation shall be posted on the public bulletin board on the 1st Floor, Education Center, 1426 N. Quincy Street, Arlington, VA 22207 for a period of at least 10 calendar days.

16.4 If a bid from the lowest responsive and responsible bidder exceeds available funds, APS may negotiate with that bidder to obtain a Contract within available funds. Such negotiation may include but is not necessarily limited to adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. The apparent lowest responsive and responsible bidder shall be notified in writing that the bid exceeds available funds and APS wishes to negotiate. If APS and the Bidder are unable to successfully negotiate the scope of work and/or bid price so the price is within available funds, all bids shall be rejected. APS reserves the right to increase or decrease quantities at the quoted unit price.

17. INFORMALITIES

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

18. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of a Contract, to show to the complete satisfaction of the Purchasing Agent that it has

the necessary facilities, ability and financial resources to furnish the goods or services specified herein in a satisfactory manner. Each bidder may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by APS.

19. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS

A written award (Acceptance Agreement or two party Contract) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding Contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting Contract and become a part of the Contract:

- 19.1 Bidder's Bid Form
- 19.2 Pricing Schedule
- 19.3 APS Acceptance Agreement/Acceptance Agreement;
- 19.4 General Terms and Conditions & Instructions to Bidders
- 19.5 Any Special Conditions if applicable
- 19.6 Any addenda

20. SAMPLES

Evidence in the form of samples may be requested if the brand bid is other than that specified. When requested, samples must be furnished free of cost to APS, within seven (7) days of written request, and will, if not used or destroyed in testing and upon request, be returned at the bidder's expense within thirty (30) days of bid award.

21. CONTRACTOR REGISTRATION/ ARLINGTON COUNTY LICENSE

- 21.1 If required in order to perform the work in this solicitation, the bidder certifies they have the appropriate license or certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications.
- 21.2 The successful bidder 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, contact the Arlington County Business License Division, Office of the Commissioner of Revenue, 2100 Clarendon Boulevard, Suite 200, Arlington, Virginia 22207, (703) 228-3060.

22. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the proposal submission form. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. APS 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 bidder or offeror to provide such documentation shall be grounds for rejection of their bid or proposal or cancellation of the award, if an award has been made. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

23. LICENSES, PERMITS AND FEES

- 23.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, unless otherwise specified by APS in the solicitation.

23.2 Included in the permits required in the paragraph immediately above, the Contractor shall apply for and be issued a local permit for any land disturbing activity, and shall provide a “responsible land disturber” for the project, as required by Arlington County ordinance.

24. DELIVERY

24.1 Time is of the essence for any orders placed as a result of this solicitation. APS reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the awarded Contract. All items shall be delivered F.O.B. destination and delivery included in the bid price. Failure to do so may be cause for termination of the Contract. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

24.2 In the case of failure by the Contractor to deliver goods or services in accordance with the Contract, APS, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have pursuant to this Contract under law. APS shall be entitled to offset such costs against any sums owed by APS to the Contractor.

25. ACCEPTANCE OF MATERIAL

The goods/services delivered under this solicitation shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of APS. The goods/services must comply with the specifications and terms and conditions of the solicitation and be of the highest quality. In the event the goods/services supplied to APS are found to be defective or not to conform to specifications, APS reserves the right to cancel the order upon written notice to the Contractor and return products to Contractor at the Contractor’s expense.

26. APS PURCHASE ORDER REQUIREMENT

Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Contractors providing goods or services without a signed APS Purchase Order, do so at their own risk. APS will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent.

27. CHANGES TO PURCHASE ORDERS

Any changes to an existing Purchase Order must be approved in advance through issuance of a written change order by the Purchasing Department. APS will not assume responsibility for the cost of any changes made without issuance of a written change order.

28. CHANGES AND AMENDMENTS TO CONTRACTS

28.1 APS may, at any time, by written notice, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor’s cost of, time required for, performance of any services under this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. The APS Purchasing Department must approve all work that is beyond the original scope of work.

28.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the APS Purchasing Director/Purchasing Agent.

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

29. PAYMENT TERMS

Payments will be made within 30 days after receipt of an approved invoice by APS. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the

date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

30. INVOICES

Invoices unless otherwise specified on the Contract or Purchase Order, will be submitted for each Purchase Order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading properly received, must be attached to the invoice. Mail invoices, as applicable:

Arlington Public Schools
Office of Accounting
1426 N. Quincy St.
Arlington, VA 22207

31. TAXES

APS is exempt from the payment of any federal excise or any Virginia State Tax. The price bid must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price; the bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by APS. The APS Federal Tax Exemption Number is 54-600128. Contractors located outside the Commonwealth of Virginia are advised that, when the bid calls for materials to be picked up by the APS at their place of business, they may charge and collect their own local/state sales tax.

32. COPYRIGHTS OR PATENT RIGHTS

By submitting a bid, the Bidder certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of the solicitation. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, will indemnify APS and will save APS, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

33. APPROPRIATION OF FUNDS

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by the ACSB. In the event of non-appropriation of funds by the ACSB for the goods or services provided under the 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) days prior written notice, but failure to give such notice shall be of no effect and the APS shall not be obligated under this Contract beyond the date of termination.

34. TERMINATION FOR CONVENIENCE

Unless otherwise stated, any resultant Contract may be terminated by APS, in whole or in part, whenever APS determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. If funds are not appropriated for this Contract for any APS fiscal year, the Contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated (see paragraph 34., Appropriation of Funds). Contract termination pursuant to this section shall not be considered a Contract default, and APS shall not be liable for future payments or for cancellation or termination charges.

35. TERMINATION FOR CAUSE

35.1 If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, APS thereupon has the right to declare the Contractor in default in whole or in part. In the event APS elects to declare the Contractor in default, APS will notify the Contractor by written notice describing the nature of the default and providing the Contractor a right to cure such default within

ten (10) days after the date of the notice, or within such longer period as APS, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period, APS has the right to take necessary actions to correct or complete the work. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the APS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

- 35.2 Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by APS by virtue of any breach of Contract by the Contractor until such time as the exact amount of damages due to APS from the Contractor can be determined.

36. PERFORMANCE AND PAYMENT BONDS (IF REQUIRED)

- 36.1 The Purchasing Agent may require successful bidders to furnish performance and/or payment bonds at the expense of the successful bidder, in amounts to be determined by the Purchasing Agent and specified in the Invitation To Bid, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded.
- 36.2 The successful bidder shall furnish, within ten (10) calendar days after execution of the contract, the following bonds payable to the Arlington Public Schools:
- 36.2.1 Performance Bond in the amount of 100% on forms provided by Arlington Public Schools – Attachment D.
- 36.2.2 Labor and Materials Payment Bond in the amount of 100% on forms provided by Arlington Public Schools – Attachment E.
- 36.2.3 Bonds shall be issued by a surety company licensed and authorized to conduct business in the State of Virginia. All bonds must clearly make reference to this solicitation number and title.
- 36.2.4 All bond language must be approved by APS

37. OWNERSHIP OF DOCUMENTS

- 37.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant Contract shall, at the option of APS, become APS property and shall be delivered to and remain the property of APS upon completion of the work or termination of the Contract. APS shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- 37.2 Any art work provided to the Contractor by APS shall be returned to APS upon delivery of the final products and/or services. Any art work, negatives, proofs, etc. produced by the Contractor in order to supply the products or services Contracted for shall become the property of APS and shall be sent to APS upon delivery of the final products and/or services unless otherwise requested by APS. Failure to deliver the art work, negatives, proofs, etc. shall be cause for withholding any payment due.

38. COMPLIANCE WITH ALL REQUIREMENTS

The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the performance of the work.

39. ANTITRUST

By entering into a 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 and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under said Contract.

40. LEGAL PROCEEDINGS

The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Arlington County, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.

41. 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 Documents.

42. 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.

43. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

- 43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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 provision of this nondiscrimination clause.
- 43.2 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.
- 43.3 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.
- 43.4 The Contractor will include the provisions of the foregoing paragraphs 43.1, 43.2 and 43.3 in every Sub-Contract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.
- 43.5 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.

44. CONTRACTUAL DISPUTE

- 44.1 Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the dispute is based. Any notice or dispute shall be delivered to the Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, Virginia 22207 and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested. The Superintendent shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the dispute. The Contractor may appeal the decision of the Superintendent to the Arlington County School Board by providing written notice to the Superintendent, within 15 days of the date of the decision. The Arlington County School Board shall render a decision on the dispute within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to APS no later than 30 days following the conclusion of the work or delivery of the goods, unless other terms are prescribed by Contract.
- 44.2 A Contractor may not institute legal action as provided in the APS Resolution prior to receipt of APS's decision on the claim.

45. DRUG-FREE WORKPLACE

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

46. PAYMENTS TO SUBCONTRACTORS

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

- 46.1 Should any sub-contractor be employed by the Contractor for the provision of any goods or services under the resultant Contract, the Contractor agrees to the following:
- 46.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to the resultant Contract, either:
- 46.1.1.1 Pay the sub-contractor for the proportionate share of the total payment received from APS attributable to the goods or services provided by the Sub-Contractor; or
- 46.1.1.2 Notify APS and the sub-contractor, in writing, of the intention to withhold all or a part of the sub-contractor’s payment with the reason for nonpayment. Written notice shall be given to: Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, VA 22207.
- 46.1.2 The Contractor shall pay interest to the Sub-Contractor, at the rate of one percent per month on all amounts owed to the Sub-Contractor that remain unpaid after seven days following receipt of payment from APS for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.
- 46.1.3 The Contractor shall include in each of its Sub-Contracts a provision requiring each Sub-Contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Sub-Contractor.
- 46.1.4 The Contractor’s obligation to pay an interest charge to a Sub-Contractor shall not be an obligation of APS.
- 46.1.5 No Contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

47. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify APS, and all of its officials, agents and employees (collectively, “APS”) from and against any and all claims, loss, damage, injury, costs (including court costs and attorney’s fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor’s performance (or nonperformance) of the agreement terms or its obligations under this Contract.

48. ETHICS IN PUBLIC CONTRACTING

- 48.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be

applicable to all Contracts solicited or entered into by APS. A copy of these provisions may be obtained from the Purchasing Agent upon request.

48.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

49. NOTIFICATION

Any notice required by the Contract shall be effective if given by regular mail, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to APS shall be given by regular mail to the Arlington Public Schools, Purchasing Agent, 1426 N. Quincy Street, Arlington, VA 22207. The Contractor agrees to notify APS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

50. EXTENSION OF CONTRACT TERM

The APS Purchasing Department, at its sole and absolute discretion, may extend the final Contract term or final Contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

51. AUDIT

51.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant Contract for a period of not less than three years after the effective date of final payment or Contract termination. During this three year term, APS, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

51.2 There shall be no fees or costs charged to APS by the Contractor for any such audit activities.

51.3 The Contractor shall include the audit provisions of this section in all Sub-Contracts and Contracts of any entity providing goods or services pursuant to this Contract so as to guarantee APS's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to APS. Should the Contractor fail to ensure APS's rights under this section, the Contractor shall be liable to APS for all reasonable costs and expenses APS may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

53. GUARANTEES & WARRANTIES

53.1 The Contractor shall, through itself and/or the manufacturer, provide APS with a warranty on all products provided by the Contractor. The warranty shall be for a period of at least one-year, or the manufacturer's standard warranty, whichever is longer.

53.2 The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition.

53.3 The cost of this one-year warranty shall be included in the price quoted.

53.4 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

54. USE OF INFORMATION AND DOCUMENTS

APS and its officials, employees and agents will copy and use the response of the bidder and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a Contract. The bidder is responsible for obtaining any

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

55. FAITH BASED ORGANIZATIONS

APS does not discriminate against faith-based organizations.

56. IMMIGRATION REFORM AND CONTROL ACT

In accordance with § 2.2-4311.1 of the Code of Virginia, Contractors shall certify that they have not, and will not during the performance of the Contract for goods and services of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

57. HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

58. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

58.1 As a condition of awarding a contract for the provision of Work that require the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof.

58.2 The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification.

58.3 The Contractor shall submit to APS a completed Contractor Certification Regarding Criminal Convictions on the form provided by APS (see Attachment A).

59. 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.

60. SUBCONTRACTING

60.1 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.

60.2 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.

60.3 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.

60.4 Nothing contained in this Contract shall create any Contractual relationship between any Subcontractor and APS.

61. CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY

The Contractor shall be responsible for damages to property caused by work performed under the Contract or Purchase Order. The Contractor shall repair to proper working order or replace, to APS's satisfaction, any property damaged either directly or indirectly by its actions.

62. FORCE MAJEURE

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

62.2 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 or an act of God beyond the control of APS that makes performance impossible or illegal, unless otherwise specified in the Contract

63. COOPERATIVE PURCHASING CONTRACTS WITH PUBLIC JURISDICTIONS

63.1 This procurement is being conducted on behalf of APS, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

63.2 If approved by the Contractor, the Contract resulting from this procurement may be used by other public bodies to purchase at Contract prices and in accordance with the Contract terms. The Contractor shall deal directly with any public body it approves to use the Contract. APS assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

63.3 With the approval of the Contractor, any public body using the resultant Contract has the option of executing a separate Contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

63.4 APS, its officials and staff are not responsible for placement of orders, invoicing, payments, Contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall APS, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an APS Contract.

64. SUBCONTRACTING WITH SMALL & MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, & LABOR SURPLUS AREA FIRMS

The Contractor should take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor surplus area firms:

64.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

64.2 Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

64.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

64.4 Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

64.5 Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local.

65. GENERAL INSURANCE REQUIREMENTS

65.1 The Contractor shall provide a Certificate of Insurance to the Purchasing Agent indicating that the Contractor has in force the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. The minimum insurance coverage shall be:

65.1.1 Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability at the state statutory limits. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund of Towson, MD.

65.1.2 Commercial General Liability - \$1,000,000 per occurrence 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 project. Evidence of Contractual Liability coverage shall be typed on the certificate.

65.1.3 Additional Insured - Arlington County School Board shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

65.1.4 Cancellation - A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to APS Purchasing Agent.

65.1.5 Contract identification - The insurance certificate shall state contract number and title.

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

65.2 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, until final acceptance of the work by APS.

65.3 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.

65.4 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 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.

66. PRICE REDUCTION

If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc. which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general reduction" under this provision. The Contractor shall submit their invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor, in addition, will within ten (10) days of any general price reduction, notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO

MAY LEAD TO TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction all ordering offices will be duly notified by the Purchasing Agent. The Contractor, if requested, shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions are made, that as provided above, they were reported to the Purchasing Agent within ten (10) days, and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.



Attachment A

CONTRACTOR CERTIFICATION
REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will have direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

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

Name of Firm

Signature

Address of Firm

Name and Title (please type or print)

Telephone

Date

Attachment B

JOB AUTHORIZATION FORM

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH TERMS AND CONDITIONS OF:

Contract No.: _____ **Contractor:** _____

Contract Administrator: _____ **Total Cost Not to Exceed: \$**_____

Task: _____

DESCRIPTION OF WORK

Contract Administrator's Designee: _____ **Phone Number:** _____

Job No.: _____ **Date of Issuance to the Contractor:** _____

Location: _____

REQUIREMENTS: _____

	Regular Rate	Labor Hours	Overtime Rate	Labor Hours	Critical Response Rate	Labor Hours	Total Labor Cost
Electrician	\$ _____ /hr	_____	\$ _____ /hr	_____	\$ _____	_____	\$ _____

Electrician Helper	\$ _____ /hr	_____	\$ _____ /hr	_____	\$ _____	_____	\$ _____
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Contractor Owned Equipment:

_____	\$ _____ /hr	_____	Hours = \$ _____
_____	\$ _____ /hr	_____	Hours = \$ _____
_____	\$ _____ /hr	_____	Hours = \$ _____

Days after receipt of Notice to Proceed: _____

Special Problems or Potential Delays:

Subcontract Cost \$ _____ **Actual Cost (Labor)** \$ _____ **Actual Cost (Material)** \$ _____
Attach Documentation

Contract Administrator's Signature **Date**

Contractor's Signature **Date**