



ARLINGTON PUBLIC SCHOOLS

2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681
Procurement Office
Website: www.apsva.us

November 26, 2018

WESTMART Inc.
Attn: John Davis
1635 Woodside Drive
Woodbridge, VA 22191
jdavis.wesmart@gmail.com

Via e-mail

Subject: Contract No. 70FY17 – Provision of Electrical Maintenance Services

Dear Mr. Davis,

Attached is proposed Amendment No. 2 revising Section 63. Cooperative Purchasing Contracts with Public Jurisdictions of the General Terms and Conditions as included in the original Contract, has been identified as not permissible under the VPPA and is hereby removed and shall read as shown on the attachment. All other terms and conditions shall remain unchanged. Please indicate your acceptance by having an officer of your firm sign and return the acceptance portion attached. Upon receipt, this office will sign and execute the amendment and return one copy to your office.

Sincerely,

Kenneth R. Lawson, CPPB, VCO
Procurement Specialist/Procurement Office





Arlington Public Schools

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Amendment No. 2

Subject: Contract No. 70FY17 – Provision of Electrical Maintenance Services

Contractor

WESTMART Inc.
1635 Woodside Drive
Woodbridge, VA 22191

Contract No.

70FY17

Contract No. 70FY17 is hereby amended revising Section 63. Cooperative Purchasing Contracts with Public Jurisdictions of the General Terms and Conditions as included in the original Contract, has been identified as not permissible under the VPPA and is hereby removed and shall read as shown on the attachment. All other terms and conditions shall remain unchanged.

WESTMART Inc.:

Signature: John Davis

Title: Estimator

Printed Name: John Davis

Date: 11/26/18

APS:

Signature: John Webb

Title: Procurement Director/Purchasing Agent

for: David Webb, C.P.M.

Date: 12/7/2018

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 – INTENTIONALLY DELETED

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