



Notice of Addendum No.1

Date of Addendum No.1: September 23, 2022

Arlington Public Schools
Procurement Office

Invitation to Bid 23FY23

Invitation to Bid Title: Generator Preventive Maintenance and Repair
Invitation to Bid Number: 23FY23
Invitation to Bid Issue Date: September 21, 2022
Pre-Bid Conference: A Pre-Bid Conference will not be held for this Solicitation
Bid Closing Date/Time: October 12, 2022, No Later Than 11:59 P.M. (EDT)
Bid Opening Date/Time: October 13, 2022, at 10:00 A.M. (EDT)
Procurement Office Representative: Carolina Sorto, Procurement Specialist
(703) 228-6193, carolina.sorto@apsva.us

Modifications to the ITB: The following modifications in Paragraphs 3 and 5 of the Invitation, Sections 5.1 and 8.2 of the Instruction to Bidders, and the title of the Bid Form are made to ITB 23FY23 through Addendum No.1. Modifications are highlighted in **red** for additions and **black** for deletions

1.a. Paragraph 3 of the Invitation (Bid Closing Date modified)

- **Bid Closing:** Delete October 03, 2022 and replace with October 12, 2022

b. Paragraph 4 of the Invitation (Bid Opening Date modified)

- **Bid Opening:** Delete October 04, 2022 and replace with October 13, 2022

See attached modified Invitation

2.a. Section 5.1 of the Instructions to Bidders (Bidder's Question date modified)

- **Bidders Questions:** Delete September 20, 2022, and replace with September 30, 2022

b. Section 8.2 of Instructions to Bidders (Bid Closing date modified)

- **Bid Closing:** Delete October 03, 2022, and replace with October 12, 2022

See attached modified Instructions to Bidders

3. Title of the Bid Form (Invitation to Bid Issue Date, Bid Closing Date, and Bid Opening Date modified)

- **Invitation to Bid Issue Date:** Delete September 13, 2022 and replace with September 21, 2022
- **Bid Closing Date/Time:** Delete October 03, 2022 and replace with October 12, 2022, No Later than

11:59 P.M. (EDT)

- **Bid Opening Date/Time:**
(EDT)

Delete October 04, 2022 and replace with October 13, 2022, at 10:00 A.M.

See attached modified **Bid Form**



Invitation

Arlington Public Schools
Procurement Office

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Procurement Office	Carolina Sorto, Procurement Specialist
Representative:	(703) 228-6193, carolina.sorto@apsva.us

This is Arlington County School Board's, operating as Arlington Public Schools ("APS" or "Owner"), Invitation to Bid Number 23FY23 ("ITB") for the establishment of a Term Contract for Generator Preventive Maintenance and Repair ("Work"). Sealed Bids in response to the ITB shall be solely received *electronically*, through a secure cloud-based file sharing platform ("Platform"). Bids **shall not** be received at the Syphax Education Center by mail, express mail, in person, or by courier.

Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements, found in the Instruction to Bidders, into the Platform through the link found on the Current Solicitations webpage, which can be located by accessing APS' Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for ITB 23FY23 of the Current Solicitations table is a link for Bidders to submit their Bids. ("Link to submit Bid – ITB 23FY23"). To assist Bidders with the submission of their respective Bids, screenshots of the steps required to submit a Bid are provided in this ITB.

For a Bid to be considered for award of a Contract, the Bid must be received in the Platform by no later than 11:59 P.M. (EDT) on October ~~03~~**12**, 2022 ("Bid Closing"). Bidders are strongly encouraged to submit their Bids in advance of Bid Closing to allow sufficient time for the Bids to be uploaded into the Platform before the Bid Closing. The time a Bid is reflected as having been received shall be determined by the time shown under the Activity in the Folder log ("the Log"). If the upload time shown in the Log is after Bid Closing, the Bid will be considered non-responsive and will not be considered for Contract award. **Bids received after the Bid Closing shall not be considered.**

Invitation

Bids **shall not** be opened and announced in the Syphax Education Center but will be done so virtually at 10:00 A.M. (EDT) on October ~~04~~**13**, 2022 (“Bid Opening”) using Microsoft Teams. Anyone wishing to view the Bid Opening can also find the link to the Microsoft Teams invite under the Due Date column of the Current Solicitations table on the Procurement Office website (“Link to Bid Opening – ITB 23FY23”). Please note, the link requires attendees to use the Microsoft Teams application or the Google Chrome browser to view the Bid Opening.

For further information, please contact Carolina Sorto at: carolina.sorto@apsva.us or 703-228-6193.

Link to the Current Solicitations webpage: <https://www.apsva.us/procurement-office/current-solicitations/>

All Bids must be submitted on the enclosed pages bearing the caption Bid Form (collectively “Bid Form”) or a copy thereof. All pages of the Bid Form must be submitted and all blanks in the Bid Form must be completed or noted as not applicable. A notation of “not applicable” or “N/A” shall be used only if the information requested is not a required or mandatory element of the Bid. A person authorized to bind the Bidder in contractual matters must sign the Bid Form. Mandatory provisions of this ITB are indicated by the inclusion of the words "shall" or "must" to identify the Bidder's obligations. Failure to comply with any requirement stated as mandatory either in this Invitation or in the Instructions to Bidders shall result in rejection of the Bid as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality, or time. A response to, and meeting, any qualifications and mandatory requirements set forth in the Instructions to Bidders, if any, is mandatory. In limited circumstances as set forth in Instructions to Bidders, Section 27, mandatory information may be supplemented. Any mandatory requirement for which supplementation is not addressed in Instructions to Bidders, Section 27, must be satisfied in the Bid to be responsive and no supplementation will be permitted.

1.0 Purpose:

- 1.1. This solicitation is being issued to establish a Term Contract(s) for "as required" Services for the Work for all schools and departments of APS, and will be used as a primary source for the items listed herein during the term of any Contract awarded from this solicitation. Further detail regarding the Scope of Work and the Specifications applicable to the Work are set forth in the Contract Documents. The right is reserved to APS to make multiple awards if, following evaluation of the Bids, APS determines in its sole discretion that it would be in the best interests of APS to do so. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor. When multiple awards are made, preference will be given to the Bidder submitting the lowest Bid Evaluation Total in ordering performance, subject to the reasonable discretion of APS in achieving prompt, efficient and acceptable performance.
- 1.2. The labor rates and any materials costs specified in the Bid Form shall include all direct and indirect overhead costs, benefits, insurance, transportation, materials, equipment, and other general and administrative cost or markup of any type.

2.0 Bid Documents:

The Bid Documents for this solicitation consist of this Invitation, the Instructions to Bidders, the Scope of Work, all Addenda issued prior to the Bid Closing, and the Bid Form. The Contract Documents are as defined in the form Agreement included with this solicitation. All provisions of the Bid Documents and of the Contract Documents shall apply to this solicitation, and submission of a Bid shall be the Bidder’s confirmation of the acceptance thereof and agreement to comply therewith.

3.0 Pre-Bid Conference:

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

4.0. Taxes:

APS is exempt from the payment of any federal excise taxes Tax. The price Bid must be net, exclusive of federal excise 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 percentage of the list price, which shall be deducted by APS in evaluating the Bid. The APS Federal Excise Tax Number is 54-6001128. Bidders located outside the Commonwealth of Virginia may charge and collect their own local/state sales tax when the Bid Documents provide that the Goods are to be picked up by APS at Bidder's out of Virginia place of business.

5.0 Term of Contract and Renewals:

- 5.1. The initial term of any Contract awarded shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the Procurement Director/Procurement Agent ("Initial Contract Term"), unless otherwise stated in the Contract.
- 5.2. Any Contract awarded may be renewed for a term not to exceed one (1) year ("Renewal Contract Term") by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) Renewal Contract Terms at the same terms and conditions.
- 5.3. APS, at its sole discretion, may, but is not required to, extend any existing Initial Contract Term or Renewal Contract Term for a period of not more than six (6) months to allow for completion of Work in progress at the time of scheduled expiration of the Initial Contract Term or a Renewal Contract Term. If the Initial Contract Term or a Renewal Contract Term is not extended, all Work shall terminate at the expiration of the Contract Term or Renewal Contract Term in which it began.
- 5.4. For additional provisions regarding the Initial Contract Term and Renewal Contract Terms, the Bidder is directed to the Agreement provided with this solicitation and all Contract Documents referenced therein.

6.0 Certification Regarding Criminal Convictions:

Refer to Instructions to Bidders and the Bid Form for required certifications regarding criminal convictions.

7.0 Nondiscrimination Requirements:

- 7.1. APS does not discriminate against faith based organizations in the solicitation or award of Contracts.
- 7.2. APS does not discriminate against a Bidder because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.
- 7.3. APS does encourage the inclusion in the procurement process of small businesses, businesses owned by women, minorities and service disabled veterans, and employment services organizations, all as provided by Va. Code Ann. § 2.2-4310.

8.0 Rejection of Bids; Waiver of Informalities:

APS reserves the right to cancel this solicitation, to reject any and all Bids, and to waive informalities in Bids.

9.0 Jointly Procured Contract for use by Other Public Bodies: Intentionally Deleted

10.0 Request for Comments:

Following the award of any Contract or Contracts, or the cancellation of this solicitation, all Bidders or potential Bidders are invited to provide to APS written comments regarding the manner in which this solicitation was conducted and any suggested modifications to that process which might make future solicitations by APS more efficient, more productive, and more attractive to potential Bidders.

End of Invitation

Instructions to Bidders

1. Meaning of Terms:

All terms used in the Invitation, these Instructions to Bidders, the Bid Form, or any Addenda shall have the meanings established by the Contract Documents.

2. Failure to Comply with Mandatory Requirements:

Mandatory provisions of this ITB are indicated by the inclusion of the words "shall" or "must" to identify the Bidder's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this Invitation, these Instructions to Bidders, the Bid Form, or any Addenda shall result in rejection of the Bid as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time, or if the requirement is designated in the Bid Documents as a Class 2 Mandatory Requirement for which supplementation after Bid Opening may be permitted.

3. Bidder Registration, Licensing and Certification:

3.1. To be eligible to Bid and to perform any Contract which may be awarded, a Bidder is required to be qualified to do business in Virginia in the name in which the Bid is being submitted, including but not limited to any required filings of applicable fictitious name authorizations.

3.2. To be eligible to Bid and to perform any Contract which may be awarded, a Bidder is required to have in effect all business licenses, Contractor licenses and trade certifications required by federal or state law or regulation, or by Arlington County, Virginia ordinance or regulation to perform the Services which are the subject of this solicitation.

3.3. A Bidder shall submit with the Bid Form information of all registrations, licenses or certifications required by the Bid Documents. Each information shall show that such license or certification is current and valid.

3.4. See "Submission of Bids" below for additional requirements regarding Bidder's registration licensing and certification.

3.5. The Bid Form provides for identification of the Bidder's State Corporation Commission Identification Number and for explanation of any reason the Bidder is not required to be authorized to transact business in the Commonwealth of Virginia.

3.6. These are mandatory provisions in the Bid Form and failure to complete these sections properly shall make the Bid non-responsive.

4. Examination of Bid Documents:

4.1. Each Bidder shall thoroughly examine the Bid Documents. The Bidder's failure or omission to examine any Bid Document shall not relieve the Bidder from any obligations with respect to its Bid or to any Contract which may result therefrom. Each Bidder shall be responsible for the discovery and resolution by inquiry of any ambiguity, discrepancy, error, omission or conflict in the Bid Documents and Contract Documents which in the exercise of reasonable care a reasonably competent Contractor in the field of work involved reasonably should have discovered, all of which shall be included in the Bidder's Bid Evaluation Total.

5. Bidder's Questions:

5.1. All questions regarding this solicitation, other than those submitted at the Conference, must be submitted in writing via email, addressed to: Carolina Sorto, Procurement Specialist, at carolina.sorto@apsva.us and Steven Bernheisel, Assistant Director of Maintenance Services at steven.bernheisel@apsva.us and must be received by 5:00 P.M. EDT, September 2030, 2022.

- 5.2. The Procurement Office will issue written answers to all questions timely submitted. If a Conference is conducted, the Procurement Office will issue written answers to all questions raised at the Conference as an Information Item. Information Items shall be posted on the APS website (www.apsva.us) (“the APS Website”) and shall be posted on Virginia’s online electronic procurement system (“eVA”). It is the responsibility of each Bidder to access this information.
- 5.3. Modification of the Bid Documents shall be accomplished only by written Addendum issued by APS. If the answer to a question modifies the Bid Documents, it will be incorporated in and published as an Addendum. No answer to a question as an Information Item shall be deemed to be an Addendum.

6. Addenda:

- 6.1. The Bid Documents shall be modified only by written Addendum issued by APS.
- 6.2. All Addenda shall be deemed to be a part of the Bid Documents.
- 6.3. All Addenda shall be posted on the APS website and shall be posted on eVA. It is the responsibility of each Bidder to access this information.
- 6.4. The Bidder shall identify on the Bid Form in the space provided all Addenda received by the Bidder and which are included in the Bid, or the Bidder can include a copy of all Addenda with its Bid. It shall be the responsibility of each Bidder to confirm prior to submission of a Bid that it has received all Addenda. Failure of a Bidder to in fact have done so shall not relieve the Bidder from the requirements of the Bid, including all Addenda issued. Failure to comply with this requirement does not automatically make a Bid non-responsive. By submitting a Bid, the Bidder agrees that it is bound by its Bid and that it will accept any Contract awarded even if it did not obtain all Addenda before submitting a Bid.

7. Information Items:

- 7.1. All questions received timely shall be addressed by written Information Item.
- 7.2. The Bid Documents shall not be modified by an Information Item.
- 7.3. All Information Items shall be posted on the APS website and shall be posted on eVA. It is the responsibility of each Bidder to access this information.

8. Submission of Bids:

- 8.1. Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements, found in the Instruction to Bidders, Section 27, into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. Found under the Due Date column for ITB 23FY23 of the Current Solicitations table is a link for Bidders to submit their Bid. (“Link to submit Bid – ITB 23FY23”). To assist Bidders with their Bid submission, screenshots of the steps required to submit a Bid are provided in this ITB.
- 8.2. For a Bid to be considered for award of a Contract, the Bid must be received in the Platform by no later than 11:59 P.M. (EDT) on October ~~03~~12, 2022 (Bid Closing). Bidders are strongly encouraged to submit their Bids in advance of Bid Closing to allow sufficient time for the Bids to be uploaded into the Platform before the Bid Closing. The time a Bid is reflected as having been received shall be determined by the time shown under the Activity in the Folder log (“the Log”). If the upload time shown in the Log is after Bid Closing, the Bid will be considered non-responsive and will not be considered for Contract award. **Bids received after the Bid Closing shall not be considered.**
- 8.3. Submission of Bids by email or facsimile will not be accepted. Bids **shall not** be received at the Syphax Education Center by mail, express mail, in person, or by courier.

- 8.4. All Bids must be submitted on the enclosed pages bearing the caption Bid Form (collectively “Bid Form”) or a copy thereof.
- 8.5. **It is mandatory that everything in the Bid Form is completed. A price must be entered for each line item to be considered for award.** All pages of the Bid Form must be submitted and all blanks in the Bid Form must be completed or noted as not applicable. A notation of “not applicable” or “N/A” shall be used only if the information requested is not a required or mandatory element of the Bid.
- 8.6. A person authorized to bind the Bidder in contractual matters must sign the Bid Form. Mandatory provisions of this ITB are indicated by the inclusion of the words "shall" or "must" to identify the Bidder's obligations. Failure to comply with any requirement stated as mandatory either in this Invitation or in the Instructions to Bidders shall result in rejection of the Bid as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.
- 8.6.1. Bid amounts shall be stated both in writing and in figures if the blanks in the Bid Form so provide, and shall state the same amount. If there is a variance between the written amount and the numerical amount, the written amount shall prevail.
- 8.6.2. Include only one price for each line item for which a price is to be provided.
- 8.6.3. If there is a variance between a unit price and an extension price, the unit price will prevail.
- 8.6.4. All entries shall be typed or handwritten in ink or other form of permanent marker; pencil shall not be used.
- 8.6.5. In the event there are any erasures or other modifications to previously written or typed entries, each such erasure or other modification shall be initialed by the person signing the Bid and a brief explanation included in the margin on the same page.
- 8.6.6. Each signature appearing on the Bid Form shall be handwritten, shall indicate such person’s authority to bind the Bidder, and shall be accompanied by the name of the signatory and the signatory’s title either typed or printed legibly. A person authorized to bind the Bidder in contractual matters must sign the Bid Form.
- 8.6.6.1. If the Bidder is a corporation, the legal name of the corporation on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation.
- 8.6.6.2. If the Bidder is a limited liability company, registered limited liability partnership, or limited partnership, the legal name of the firm on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer, officers, member, members, partner or partners as applicable authorized to sign Contracts on behalf of the firm.
- 8.6.6.3. If the Bidder is a partnership, the name of the partnership as stated in the partnership agreement shall be set forth above the signature line, together with the signature of the partner or partners authorized to sign Contracts on behalf of the firm.
- 8.6.6.4. If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.

- 8.6.7. The Bidder shall provide, in the space provided or directed in the Bid Form, (i) its Social Security number if an individual, or (ii) its federal employer identification number if a business entity other than an individual.
- 8.7. Any Bid received after the Bid Closing, will not be considered.
- 8.8. Each Bidder must use the Bid Form for submitting its Bid. The Bidder shall upload one (1) copy of the Bid Form duly signed with the corporate seal impressed, if applicable, into the Platform, keeping all remaining pages for the Bidder's files. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modifications, additions or deletions. By executing and submitting the Bid Form, the Bidder acknowledges that it has read all Bid Documents, understands them, and agrees to be bound by all terms and conditions therein.
- 8.9. Submission of Proprietary Information. The Virginia Public Procurement Act provides limitations on the right of a Bidder to assert that information submitted as part of a Bid is proprietary information or contains trade secrets which are not subject to public disclosure. For any information the Bidder seeks to exclude from public disclosure, the burden shall be on the Bidder to comply with all applicable requirements of the Virginia Public Procurement Act. Any documentation related to such attempt to preserve the limitation of public disclosure of any information shall be submitted as a part of the Bid submission but as a separate Attachment properly marked and paginated to clearly establish the intent of such submission.
- 8.10. Any quantities set forth in the Bid Form or elsewhere in this solicitation are estimates only, and are given for the information of Bidders and for the purpose of Bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the Contract Period.
- 8.11 APS will not accept, any erasures, exceptions, or modifications to the Agreement or the Terms and Conditions. Bids that include such erasures, exceptions, or modifications shall be deemed non-responsive.

9. Contract Award:

- 9.1. If an award is made, APS will make the award for this solicitation to as many Bidders as deemed necessary to fulfill the anticipated requirements of APS. The award, if made, will be made first to the lowest responsible Bidder submitting the lowest responsive Bid based on the lowest Bid Evaluation Total amount in the Bid Evaluation Formula set forth in the Bid Form. If APS deems it necessary or in its best interests to make award to more than one Bidder, the additional awards will be made to responsible Bidders submitting responsive Bids in ascending order starting with the second lowest Bid Evaluation Total and continuing until, in the sole discretion of APS, sufficient awards have been made to fulfill the anticipated requirements. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor. When multiple awards are made, preference will be given to the Bidder submitting the lowest Bid Evaluation Total in ordering performance, subject to the reasonable discretion of APS in achieving prompt, efficient and acceptable performance.
- 9.2. Award of any Contract shall not create any minimum or guaranteed quantity of Goods or Services to be ordered by APS during the term of the Contract, which quantities shall be at the sole discretion of APS.
- 9.3. If the lowest responsive Bid from a responsible Bidder projects to a price in excess of available funds based upon anticipated needs for the Initial Contract term, or exceeds the permissible maximum for a term Contractor, the right is reserved to APS to negotiate with the apparent low Bidder to obtain a pricing structure which will result in the anticipated needs for the Initial Contract term being within available funds. Such negotiation may include consideration of value engineering, substitution of materials or equipment, modification of unit pricing, and such other modifications of the proposed Scope of Work or other Contract

requirements which are consistent with the Work as initially solicited and with the public needs APS has a duty to satisfy. APS and the apparent low Bidder will discuss all such proposed means for reduction of the cost of anticipated needs for a period not to exceed sixty (60) days from the Bid Opening, and if unable to reach agreement within that time all Bids shall be rejected and the solicitation shall be cancelled.

9.4. In the case of a tie Bid if there is only one award:

9.4.1. Preference shall be given to Goods and Services provided by a Bidder who or which is a resident of, or maintains its principal office in, Arlington County, if such a choice is available.

9.4.2. If none of the tied Bidders are residents of or maintain the principal office in Arlington County, preference shall be given to Bidders who or which are residents of or maintain the Bidder's principal office in Virginia when tied with Bidders not resident in or not maintaining its principal office in Virginia.

9.4.3. If the tie is not resolved through application of either of the foregoing procedures, the tie shall be decided by lot.

10. Withdrawal of Bids:

10.1. All Bids submitted as of the Bid Closing shall remain in effect for a minimum of ninety (90) Days following the Bid Opening if not permitted to be withdrawn as provided in these Instructions. If APS fails to either issue notice of intent to award, make an award, or request an extension of Bids prior to the expiration of such ninety (90) day period, this solicitation shall be deemed cancelled. APS may request an extension of Bids prior to the expiration of such ninety (90) Day period for a time stated in the request. No Bidder shall be required to consent to such extension and, if the Bidder declines to consent to the extension request, its Bid will be deemed withdrawn at the end of the ninetieth (90th) Day after the Bid Opening and will not be considered further. For purposes of this circumstance only, the restrictions set forth below on withdrawal of a Bid are not applicable. The Bid of any Bidder who agrees to the extension request shall remain in effect for the period of time stated in the Owner's extension request.

10.2. A Bidder may make a written request to the Procurement Director/Procurement Agent to withdraw its Bid at any time prior to the Bid Opening. The request must be time stamped as received by the Procurement Director/Procurement Agent prior to the Bid Closing.

10.3. After the Bid Opening, a Bidder may make a written request to the Procurement Director/Procurement Agent to withdraw its Bid. The written request must be time stamped as received by the Procurement Director/Procurement Agent no later than 5:00 P.M. EDT on the first full business day following the Bid Opening.

10.4. Whether the request to withdraw a Bid is made before or after the Bid Closing, a Bidder may request withdrawal of its Bid from consideration only if the price bid was substantially lower than the other Bids due solely to a clerical or arithmetical mistake therein, as opposed to a judgment mistake, and was actually due to an unintentional arithmetical error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which can be clearly shown by objective evidence drawn from inspection of the Bidder's original work papers, documents and materials used in preparation of the Bid. The Bidder shall provide the original work papers, documents, and materials within the same time as required for the notice seeking withdrawal of the Bid.

10.5. If the Procurement Director/Procurement Agent denies the written request to withdraw a Bid, the Bidder shall be notified in writing stating the reasons for the decision. Award of the Contract, if any award is made, shall be made to the Bidder at the Bid price if the Bidder is a responsible Bidder submitting the lowest responsive Bid.

- 10.6. No Bid may be withdrawn 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 (5) percent.
- 10.7. If a Bid is permitted to be withdrawn, it shall not be considered in determining the lowest responsive Bid.
- 10.8. No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract 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.

11. Award of Contract:

- 11.1. A notice of intent to award the Contract or Contracts or notice of Contract award for this solicitation shall be posted on a public bulletin board located in Syphax.
- 11.2. The initial term of any Contract awarded shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the Procurement Director/Procurement Agent (“Initial Contract Term”), unless otherwise stated in the Contract.
- 11.3. Any Contract awarded may be renewed for a term not to exceed one (1) year (“Renewal Contract Term”) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) Renewal Contract Terms at the same terms and conditions.
- 11.4. APS, at its sole discretion, may, but is not required to, extend any existing Initial Contract Term or Renewal Contract Term for a period of not more than six (6) months to allow for completion of Work in progress at the time of scheduled expiration of the Initial Contract Term or Renewal Contract Term. If the Initial Contract Term or Renewal Contract Term is not extended, all Work shall terminate at the expiration of the Initial Contract Term or Renewal Contract Term in which it began.
- 11.5. The Contractor agrees that prices shall remain firm for the Initial Contract Term. If consideration is to be given to adjusting the price after the Initial Contract Term or a Renewal Contract Term, the price may be adjusted only upon approval of a written request to the Procurement Director/Procurement Agent. Upon receipt of the Contractor’s request, APS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 11.6. The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 11.7. The request for an adjustment must be received at least thirty (30) days prior to the effective date of the expiration of the Initial Contract Term or Renewal Contract Term and shall become effective only upon approval by the Procurement Director/Procurement Agent. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Procurement Director/Procurement Agent may cancel, without

liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

- 11.8. Submission of a Bid by any Bidder to which an award is made, if made, is a certification that the Bidder has exercised due diligence to become familiar with the anticipated conditions at all Project Sites, become familiar with local conditions under which the Work is to be performed, and has examined all Contract Documents.
- 11.9. All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the Arlington County School Board (“School Board”). In the event of non-appropriation of funds by the School Board for the Goods or Services provided under the Contract, 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. APS will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of APS, and APS shall not order any Goods or Services to be provided after such termination date.
- 11.10. The form of Contract to be signed by APS, if an award is made, shall be the form included in these Bid Documents and identified as “Agreement”. Two (2) copies of the Agreement shall be signed by the Owner.

12. Construction Safety:

- 12.1 The Bidder shall include a list of all the following safety violations which have become final in the three (3) years prior to Bid Closing:
 - 12.1.1. 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
 - 12.1.2. Serious construction safety 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 following a report or notification to the Bidder, his agent or employee of such hazard or potential violation by an authorized inspector.
 - 12.1.3. If the Bidder has received or been the subject of no such violations in the previous three (3) years, then the Bidder shall so indicate by sworn affidavit.
 - 12.1.3.1. The sworn affidavit shall consist of a written statement from the Bidder stating they have received no violations listed in 12.1.1 and 12.1.2 above from the United States Occupational Safety and Health Administration, the Virginia Occupational Safety and Health Administration or the occupational safety and health plan of any other state. This statement shall be notarized and included as part of your Bid.
- 12.2. No Contract shall be awarded to any Bidder who has been the subject of any citations for the violations listed in Section 12.1.1 and 12.1.2 above which have become final in the three years prior to Bid Closing.
- 12.3. Any Bidder precluded from the award of a Contract by the foregoing provisions may appeal to the Procurement Director/Procurement Agent 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 Bidder 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 a Contract.

12.4. **As a Class 2 Mandatory Requirement, Bidders are to submit a written, comprehensive safety and health plan as part of its Bid.**

13. Bid Security:

No Bid security is required for this solicitation. However, by submitting a Bid the Bidder agrees that if the Contract is awarded to Bidder and Bidder fails to execute the Contract and proceed with performance of the Contract, Bidder will pay to APS the difference between the cost of performance during the Initial Contract Term by the next low responsive, responsible Bidder and what would have been paid to the Bidder for the same Work.

14. Performance and Payment Bonds:

No performance bond or payment bond is required for any Contract awarded based upon this solicitation.

15. Quotation Limitations:

Bidders shall offer only one (1) item and price for each line item Bid. Alternatives will be accepted only if the Bid Form expressly requests alternates. Violation of this restriction creates unnecessary confusion and will result in the Bid being deemed nonresponsive and eliminated from further consideration. Substitutions will be permitted only if approved as required in these Instructions to Bidders. Insertion of unapproved substitutions creates unnecessary confusion and will result in the Bid being deemed nonresponsive and eliminated from further consideration. A discount price offered for a quantity purchase of the same manufacturer and model is not prohibited, but only the single line item and price in the Bid Form will be considered in calculating the Bid Evaluation Total as set forth in the Bid Evaluation Formula and making any award.

16. Employment of Illegal Aliens:

All Bidders are informed that any Contract which may be issued as a result of this solicitation will contain a provision by which the Contractor shall be required to confirm that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in compliance with Va. Code. Ann. § 2.2-4311.1.

17. Certification Regarding Criminal Convictions:

17.1 All Contracts with Arlington County School Board, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
 - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
 - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
 - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent

offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money of for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

17.2 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

17.3. **As a Class 1 Mandatory Requirement, the Contractor shall submit to the Owner a completed Contractor Certification Regarding Criminal Convictions on the form provided at Appendix 1 as an attachment to its Bid.**

18. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor:

As a condition of being awarded a Contract, and Contract Renewal(s), the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

19. Additions/Deletions:

APS reserves the right to add similar items/Services or delete items/Services specified in any resultant Contract as requirements change during the period of the Contract. APS and the Contractor will mutually agree to prices for items/Services to be added to the Contract. In the absence of agreement, APS shall set the price based on the most comparable previously established unit price. Invoices and payments shall be made based on the price established by APS, with all rights reserved to Contractor to pursue any claim disputing the price. Change orders will be issued for all additions or deletions, in accordance with the approval process contained in the Procurement Resolution

20. News Releases by Contractors:

As a matter of policy, APS does not endorse the products or Services of a Contractor. Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of APS, which approval APS is under no obligation to grant. No news release shall be issued by Contractor regarding any Contract without the prior approval by the Procurement Director/Procurement Agent of the content and format.

21. Bidder Interested in More Than One Bid:

If more than one Bid is offered by or on behalf of one party, either directly or by any affiliate or representative, all

such Bids shall be rejected. A party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

22. Officials not to Benefit:

22.1. By signing the Bid, the Bidder certifies, that to the best of his or her knowledge no APS official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or as soon thereafter as it appears that such a benefit will be received. If such a benefit is discovered at any time after award of the Contract, it shall be disclosed immediately to APS. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

22.2. Whenever there is reason to believe that a financial benefit of the sort described in Section 22.1 has been or will be received in connection with a Bid or Contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the Procurement Director/Procurement Agent, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

22.3. In the event the Bidder has knowledge of benefits as outlined above, this information should be submitted with the Bid. If the above does not apply at time of award of Contract and becomes known after inception of a Contract, the Bidder shall address the disclosure of such facts to the Procurement Director/Procurement Agent, 2110 Washington Blvd., Arlington VA 22204. Relevant Invitation to Bid Number (see page 1) should be referenced in the disclosure.

23. Expenses Incurred in Preparing Bid:

APS shall have no liability for any expense incurred by any Bidder in the preparation and presentation of a Bid. All expenses related to a Bid are the sole responsibility of the Bidder.

24. Jointly Procured Contract for use by Other Public Bodies: Intentionally Deleted

25. Substitutions:

25.1. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of article desired, but does not restrict Bidders to the specific brands, make, manufacturer, or specification named provided that the Bidder has obtained approval of the substitute as required below. It is to set forth and convey to prospective Bidders the general style, type, character and quality of article desired. Whenever in Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded as a standard. Any other brand, make of materials, device, or equipment which, in the opinion of the Owner, is recognized as the equal of that specified, and is considered equal in quality, workmanship, design and economy of operation, and is suitable for the purpose intended, will be accepted and may be used in the work if approved as a substitute, except as stated otherwise in Product Requirements.

25.2. Substitute materials proposed as equals to materials specified must be submitted in writing to the Owner, in care of the Procurement Director/Procurement Agent with full substantiating data for evaluation no later than twenty (20) Days prior to Bid Closing.

26. Minimum Qualifications of Bidders:

26.1. Bidders must have a minimum of ten (10) years continuous experience, prior to Bid Closing, in the management and operation of a business engaged in providing the Work, and currently engaged in providing these Services to commercial or public body accounts under Contractor.

- 26.2. Bidders must provide with their Bid a list of three (3) commercial or public body references for work of a similar nature (multi-sited facilities and various ages of buildings) performed under a term Contractor and which clearly demonstrate the Bidder's ability to successfully perform under any resulting Contract. References must be within the last three (3) years preceding Bid Closing. Please verify the names, addresses, phone numbers and email addresses prior to submitting them as references.

27. Mandatory Requirements:

- 27.1 The following are Class 1 Mandatory Requirements which **must** accompany your Bid. Failure to provide any of the following Class 1 Mandatory Requirements with your Bid will result in the Bid being considered non-responsive and not being considered for Contract award:
- 27.1.1 Inclusion of the Bidder's current Virginia Class A Contractor's License number and expiration date which demonstrates the Contractor has the following DPOR classifications and specialties:
- 27.1.1.1 DPOR classification for Commercial Building Contractor (CBC) or Commercial Improvement Contracting (CIC)
- 27.1.1.2 DPOR specialty services for Electrical Contractor (ELE).
- 27.1.2 Completed Bid Form.
- 27.1.3 If the Bidder is a joint venture, a copy of the written joint venture agreement.
- 27.1.4 If the Bidder is a partnership, a copy of the written partnership agreement.
- 27.1.5 Completed Appendix 1 – Contractor Certification Regarding Criminal Convictions.
- 27.2 The following are Class 2 Mandatory Requirements which should accompany your Bid, but if omitted the Bidder may be given the opportunity to supplement its Bid in accordance with the restrictions set forth below
- 27.2.1 Pricing Schedule at Appendix 3 in its original Excel format.
- 27.2.2. A list of any safety violations listed in the Instructions to Bidders, sections 12.1.1 and 12.1.2, from the United States Occupational Safety and Health Administration, the Virginia Occupational Safety and Health Administration or the occupational safety and health plan of any other state which have become final in the three (3) years prior to the Bid Closing Date of this ITB must accompany your Bid; **or**
- A sworn affidavit consisting of a notarized written statement from the Bidder stating it has received no violations listed in the Instructions to Bidders, sections 12.1.1 and 12.1.2, from the United States Occupational Safety and Health Administration, the Virginia Occupational Safety and Health Administration or the occupational safety and health plan of any other state must be submitted before Contract Award.
- 27.2.3 A copy of a comprehensive safety and health plan.
- 27.2.4 A completed Appendix 2 – Insurance Coverage Checklist, evidencing the required insurance coverages set forth in the Terms and Conditions.
- 27.3 If a Class 2 Mandatory Requirement is not provided with the Bid of the Apparent Low Bidder, the Apparent Low Bidder will be Notified by the Procurement Office that the omitted Class 2 Mandatory Requirements **must** be received by the Procurement Office by no later than 5:00 PM on the fifth (5th) business day following the Notice to provide the information. Failure of the Apparent Low Bidder to provide the omitted

Class 2 Mandatory Requirements within the stated timeframe will result in the Bid from the Apparent Low Bidder being considered non-responsive and no longer considered for Contract award.

The Bid from the Second Apparent Low Bidder will then be considered for Contract award. If any Class 2 Mandatory Requirement is not provided with the Bid of the Apparent Second Low Bidder, the Apparent Second Low Bidder will be Notified by the Procurement Office that the omitted Class 2 Mandatory Requirements **must** be received by the Procurement Office by no later than 5:00 PM on the fifth (5th) business day following the Notice to provide the information.

Failure of the Apparent Second Low Bidder to provide the omitted Class 2 Mandatory Requirements within the stated timeframe will result in the Bid from the Apparent Second Low Bidder being considered non-responsive and no longer considered for Contract award.

This process will continue until a Contract, within budget, is awarded, or APS determines it to be in the best interests of APS to reject all bids and cancel the solicitation.

End of Instructions to Bidders

Bid Form

**Arlington Public Schools
Procurement Office**

Invitation to Bid Title: **Generator Preventive Maintenance and Repair**
Invitation to Bid Number. **23FY23**
Invitation to Bid Issue Date: **September ~~13~~21, 2022**
Bid Closing Date/Time: **October ~~03~~12, 2022, No Later than 11:59 P.M. (EDT)**
Bid Opening Date/Time: **October ~~04~~13, 2022, at 10:00 A.M. (EDT)**

Full Legal Name of Bidder _____

Remittance Address (If different):

Address _____

Phone: (_____) _____ Date: _____

Tax ID Number (EIN/SSN): _____ Email Address: _____

General Instructions:

The Bidder is directed to review the Bid Documents and all Contract Documents to understand the requirements for submitting a responsive Bid. All Bids must be submitted on this **Bid Form** or a copy thereof as defined in the Instructions to Bidders. All blanks in this Bid Form must be completed or noted as not applicable. A notation of “not applicable” or “N/A” shall be used only if the information requested is not a required or mandatory element of the Bid. Include only one (1) price for each line item for which a price is required. A person authorized to bind the Bidder in contractual matters must sign the Bid Form. Failure to comply with these requirements, or with any other requirements stated as mandatory either in the Invitation or in the Instructions to Bidders, shall result in rejection of the Bid as non-responsive unless, in the sole discretion of APS, the omission does not affect price, quantity, quality or time. The Owner has no authority to waive failure to comply with requirements made mandatory by applicable law.

A Bid not received prior to the Bid Closing as defined in the Invitation will not be considered. The time a Bid is received shall be determined as stated in the Invitation.

The apparent low Bidder(s) will be determined by the Bid Evaluation Total set forth in the Bid Evaluation Formula.

Bid Form

Payment Terms:

APS requires that a minimum of thirty (30) Days after receipt of an approved invoice by APS shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of Bids nor in any decision to award or not to award. However, any offered discount will become part of any Contract with Bidder which may result from this solicitation 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. If Bidder provides a prompt payment discount, the terms thereof are as follows:

Prompt Payment Terms: _____
Please Note: COD Terms are not acceptable.

Receipt of Addenda:

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

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

**Check which of the Following Categories are Applicable to Bidder:
All categories appearing below are as defined in Va. Code Ann. § 2.2-4310**

Small Business	Yes	_____	No	_____
Women Owned Business	Yes	_____	No	_____
Minority Owned Business	Yes	_____	No	_____
Service Disabled Veteran Owned Business	Yes	_____	No	_____
Employment Service Organization	Yes	_____	No	_____
None of the Above		_____		

Minimum Qualifications of Bidders:

Number of Years in Business:

How many years has the Bidder been in the business of providing the Work? _____

How many years has the Bidder been in business under its present business name? _____

References:

The Bidder must provide at least three (3) commercial or public body references which demonstrate satisfactory performance on past and current Contracts of a similar nature (multi-sited facilities and various ages of buildings). All references must be for work performed within the last three (3) years preceding Bid Closing. For commercial references, provide the firm name, contact name, telephone number, and email address. For public body references, include the same information but instead of the firm name include the public body and the department or agency with which the Bidder contracted. The required information shall be included in the spaces below:

Bid Form

<u>Name of Commercial/Public Body</u> <u>Department</u>	<u>Contact Name</u>	<u>Telephone Number</u>	<u>Email Address</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Type of Business:

Indicate by placing a check here if a Faith-Based Organization as described in Va. Code Ann. § 2.2-4343.1.

Arlington Public Schools does not discriminate against Faith Based Organizations. The purpose of requiring this information is to permit APS compliance with Va. Code Ann. § 2.2-4343.1.H.

Check one of the Following:

- | | |
|---|--|
| <input type="checkbox"/> Individual Trading in Own Name | <input type="checkbox"/> Individual Trading Under Trade Name |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Registered Limited Liability Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (explain in the space available or indicate an incorporated attachment if additional sheets are necessary) | |

If doing business under a trade name, both the legal name of the Bidder and the doing-business-as trade name shall appear as the party submitting this Bid in the signature section below. If the Bidder is a joint venture, all members of the joint venture shall sign the Bid Form.

State Corporation Commission (SCC) Identification Number:

Section 3 of the Instructions to Bidders and § 2.2 4311.2 of the Virginia Public Procurement Act (VPPA) require the Bidder to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law. The Bidder shall include in its Bid the identification number issued to it by the State Corporation Commission (SCC). 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 nor your eVA registration number).*

Bid Form

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. ___ Certain limited business activities, however, are specifically excluded from the definition of "transacting business" The Offeror does not have an identification issued to it by the SCC and such Offeror is not required to be authorized to "transact business" in Virginia by the SCC for the following exclusion(s). Exclusion(s) can be found at <https://www.scc.virginia.gov/clk/befaq/forinva.aspx#a2>.

Please attach additional sheets to explain in further detail why such Bidder is not required to be authorized to transact business in Virginia. Bids that fail to submit supporting details regarding option 3 above may be considered non-responsive by APS.

Debarment Status:

The Bidder shall indicate, in the space provided below, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, to any Virginia state agency or department, to any Virginia public body, or to any other public body at the federal, state or other level in any other state, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids or proposals due to any of the above. An affirmative response may be considered grounds for rejection of the Bid. This statement shall also apply to any Subcontractor(s) the Bidder intends to use in the performance of a resulting Contract. If the Bidder answers 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.

Please mark one:

- Yes No Is the Bidder, 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 Has the Bidder, or any 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?

Criminal Conviction Certificate Compliance:

Attached to this Bid Form as Appendix 1 and incorporated herein is the Contractor Certification Regarding Criminal Convictions as addressed in the section of the Instructions to Bidders captioned "Certification Regarding Criminal Convictions." Bidder acknowledges and agrees that if it does not include the executed Appendix 1 Contractor Certification Regarding Criminal Convictions as a part of its Bid its Bid shall be deemed non-responsive.

Confirmation of Manufacturers' Authorization to Repair Brands: N/A

Bid Form

Phone Number for Emergency Response Service: _____

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

Mandatory Requirements:

Class 1 Mandatory Requirements

As a Class 1 Mandatory Requirement, the following documents are attached to and made part of this Bid:

1. Contractor's License information in compliance with Section 27.1.1 of the Instructions to Bidders.
2. Fully completed Bid Form.
4. If the Bidder is a joint venture, a copy of the written joint venture agreement.
5. If the Bidder is a partnership, a copy of the written partnership agreement.
6. Completed Appendix 1 – Contractor Certification Regarding Criminal Convictions.

Class 2 Mandatory Requirements

The following documents are Class 2 Mandatory Requirements and are: (Please complete the following by checking the appropriate line that applies to providing the requested information)

a. _____ attached to and made a part of this Bid, Or

b. _____ will be supplemented in compliance with the provisions of Paragraph 27.2 of the Instructions to Bidders:

1. Pricing Schedule at Appendix 3 in its original Excel format
2. A list of safety violations in compliance with Sections 12.1.1 and 12.1.2 of the Instructions to Bidders or a sworn affidavit in compliance with Section 12.1.3 of the Instructions to Bidders.
3. A comprehensive safety and health plan in accordance with Section 12.4 of the Instructions to Bidders.
4. A completed Insurance Coverage Checklist evidencing the required insurance coverages set forth in the Terms and Conditions.

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, DPOR, Virginia Board for Contractors, to perform all work included in the Scope of Work. A Class A License with a Classification of CBC or CIC is required for this Work. A designation of Specialty Services of ELE is also required. 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 _____ Specialties:
(Date)

Bid Form

Pricing Schedule

FOR INFORMATION ONLY.

BIDDERS ARE REQUIRED TO COMPLETE THE EXCEL PRICING SCHEDULE AT APPENDIX 3

Pricing entered is for all supervision, labor, tools and travel required to provide the Work at all APS buildings and are not subject to change for the Initial Contract Term. Price increases for Renewal Contract Terms will be allowed in accordance with the Agreement.

Standard tools of the trade are not valid Contractor expenses. (see Section 3.7 of the Scope of Work)

Materials and rental equipment will be reimbursed per Section 2.2.1, of the Scope of Work.

Award will be made to a minimum of one (1) Bidder who is responsible and provides the lowest responsive Bid Evaluation Total. A price must be entered for each item to be considered for award. If there is a variance between a Price Per Quarterly PM or Unit Price and the Annual Price for Four PM's or Extended Price, the Price Per Quarterly PM or Unit Price will prevail.

The Bidder understands and agrees that the quantities listed in the Excel Pricing Schedule at Appendix 3 are for evaluation purposes only and APS is under no obligation to buy any amount as a result of having being awarded a Contract.

The Pricing Schedule form below is for informational purposes only. Do not use this form to complete your Bid. Bids must be completed on Appendix 3, the Pricing Schedule, which is an Excel spreadsheet, and uploaded into the Platform.

Quarterly Preventive Maintenance							
Item #	Description	Generator Make	Size	Unit of Measure	Price per Quarterly PM	Estimated Quantity	Annual Price for Four PM's
1	Abingdon	Kohler	51 KW	Each		4	
2	Alice West Fleet	MTU	150 KW	Each		4	
3	Arlington Career Center	Katolite	150 KW	Each		4	
4	Arlington Community H.S.	Onan	100 KW	Each		4	
5	Arlington Science Focus	Katolite	85 KW	Each		4	
6	Arlington Traditional	Kohler	80 KW	Each		4	
7	Ashlawn	Katolite	85 KW	Each		4	
8	Barcroft	Katolite	30 KW	Each		4	

Quarterly Preventive Maintenance							
Item #	Description	Generator Make	Size	Unit of Measure	Price per Quarterly PM	Estimated Quantity	Annual Price for Four PM's
9	Barrett	Katolite	40 KW	Each		4	
10	Campbell	Katolite	85 KW	Each		4	
11	Cardinal	MTU	125 KW	Each		4	
12	Carlin Springs	Katolite	150 KW	Each		4	
13	Claremont	Katolite	85 KW	Each		4	
14	Discovery	MTU	150 KW	Each		4	
15	Dr. Charles Drew	Katolite	85 KW	Each		4	
16	Dorothy Hamm	Katolite	40 KW	Each		4	
17	Glebe	Katolite	105 KW	Each		4	
18	Gunston	Katolite	85 KW	Each		4	
19	Hoffman-Boston	Katolite	70 KW	Each		4	
20	Innovation	Katolite	80 KW	Each		4	
21	Jamestown	Katolite	40 KW	Each		4	
22	Jefferson	Energy Dynamics	1500 KW	Each		4	
23	Kenmore	Katolite	150 KW	Each		4	
24	Key	Katolite	40 KW	Each		4	
25	Long Branch	Katolite	85 KW	Each		4	
26	Maintenance No. 1	Katolite	400 KW	Each		4	
27	Maintenance No. 2	Ingersol-Rand	46 KW	Each		4	
28	Montessori Public School of Arlington	Katolite	40 KW	Each		4	
29	New Directions / Langston H.S. Continuation	Katolite	150 KW	Each		4	
30	Nottingham	Katolite	150 KW	Each		4	
31	Oakridge	Katolite	40 KW	Each		4	
32	Randolph	Katolite	40 KW	Each		4	
33	Swanson	Katolite	150 KW	Each		4	
34	Taylor	Katolite	40 KW	Each		4	

Quarterly Preventive Maintenance								
Item #	Description	Generator Make	Size	Unit of Measure	Price per Quarterly PM	Estimated Quantity	Annual Price for Four PM's	
35	The Heights Building	Kohler	200 KW	Each		4		
36	Tuckahoe	Katolite	40 KW	Each		4		
37	Wakefield	Caterpillar	600 KW	Each		4		
38	Washington Liberty	Katolite	2000 KW	Each		4		
39	Williamsburg	Katolite	800 KW	Each		4		
40	Yorktown No. 1	Katolite	250 KW	Each		4		
41	Yorktown No. 2	ONAN	175 KW	Each		4		
				Total for Quarterly Preventative Maintenance for Items 1 through 41				

Labor Rates					
Item #	Labor Rates	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
42	Technician – Regular Time	Hour		150	
43	Technician – Weekend/Holiday/Overtime	Hour		5	
44	Technician – Critical Response	Hour		1	
45	Helper – Regular Time	Hour		40	
46	Helper – Weekend/Holiday/Overtime	Hour		10	
47	Helper – Critical Response	Hour		1	
		Total for Labor Rates for Items 42 through 47			

Materials Purchases				
Item #	Hypothetical Annual Material Purchases	% Discount	Estimated Annual Material Purchase	Extended Price
48	% Discount from MSRP or Contractor supplied parts list.		\$12,700.00	
	Total for Materials Purchases for Item 48			
	Bid Evaluation Total (Items 1 – 48)			

FIXED RATE FOR BIDDER OWNED EQUIPMENT

The rates for Bidder owned equipment shown below shall be used for all future work that requires their use.

Bidders must enter -0- or 0.00 for the unit price if they do not own a piece of equipment.

Contractor Owned Equipment	Unit of Measure	Unit Price
	Hour	\$
	Hour	\$
	Hour	\$
	Hour	\$
	Hour	\$
	Hour	\$

RENTED EQUIPMENT

The rates for Bidder Rented Equipment will require the actual invoice of the Rented Equipment with no markup.

Bid Form

Bid Evaluation Formula

The award, if made, will be to a minimum of one (1) Bidder who is responsible and provides the lowest responsive Bid Evaluation Total. A price must be entered for each item to be considered for award. If there is a variance between a unit price and the extended price, the unit price will prevail.

If APS deems it necessary or in its best interests to make award to more than one (1) Bidder, the additional awards will be made to responsible Bidders submitting responsive Bids in ascending order starting with the second (2) lowest Bid Evaluation Total and continuing until, in the sole discretion of APS, sufficient awards have been made to fulfill the anticipated requirements. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor. When multiple awards are made, preference will be given to the Bidder submitting the lowest Bid Evaluation Total in ordering performance, subject to the reasonable discretion of APS in achieving prompt, efficient and acceptable performance.

Pricing listed below must match the pricing entered in the Pricing Schedule at Appendix 3 from Cell G22 in the Bid Evaluation Total tab.

Bid Evaluation Total	In Figures	\$ _____
	In Writing	_____ <u>Dollars</u>

Bid Form

In compliance with the Bid Document and subject to all conditions thereof and attached hereto, the undersigned offers and agrees, if this Bid be accepted within ninety (90) Days from the date of Bid Opening, to enter into a Contract with the Owner in the form of the Agreement included as part of the solicitation on the terms of this Bid and 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 in any Purchase Order issued by Owner.

My signature certifies that the Bidder 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 the Bidder that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all Goods, or Services to be purchased or performed relating to any Contract with APS resulting from this solicitation and Bid.

Submission of this Bid constitutes an offer which, if accepted by APS as provided in the Bid Documents, binds the Bidder to execute and perform the Contract. If Bidder refuses to execute and perform any Contract awarded to Bidder by APS in response to this Bid, Bidder is liable to APS for the cost of procurement and for any increased cost in obtaining the Goods or Services which are the subject of this Bid.

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

Name: _____
(Type or Print)

Date: _____

Title: _____

[Add additional signature blocks as necessary to comply with the requirements of the Invitation, the Instructions to Bidders, or this Bid Form.]

End of Bid Form