



Agreement

Arlington Public Schools

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

Contract Title: Provision of Custodial, Food Service, Maintenance and Transportation Employee Uniforms

This Contract 18FY20 is made and entered into this 9th day of December, 2019, the date the Agreement is fully executed by the Procurement Director/Procurement Agent, by and between Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) and Unitec Distribution Systems, Inc. (“Contractor”), whose address is 289 East Green Street, Westminster, MD. 21157-5425.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. Scope of Work:

The Scope of Work for this Contract generally is described as to provide as requested by APS the Goods and Services necessary for Custodial, Food Service, Maintenance and Transportation Employee Uniforms (“the Work”), as set forth in greater detail in Attachment A, Scope of Work.

2. Contract Price:

The Contract Price shall be as set forth in Attachment B – Pricing Schedule.

APS will not compensate the Contractor for any Goods or Services beyond those included in Attachment B unless those additional Goods or Services are covered by a written Change Order amending this Contract

The Contract Prices set forth in Attachment B include all costs, expenses, including reimbursable expenses, to provide the Goods or Services described in this Contract.

3. Contract Documents:

The documents which form the entire Contract between APS and the Contractor (“Contract Documents”) are as defined either in this Contract, in the Instructions to Bidders, or in the Terms and Conditions and are as set forth below.

3.1 In the case of a conflict, the order of precedence shall be as follows:

- 3.1.1 Agreement and all modifications properly incorporated in the Agreement
- 3.1.2 Attachment A - Scope of Work
- 3.1.3 Attachment B - Pricing Schedule
- 3.1.4 Attachment C - Terms and Conditions
- 3.1.5 Attachment D – Contractor Certification Regarding Criminal Convictions
- 3.1.6 Attachment E - Sample Purchase Order
- 3.1.7 Attachment F – Student Data Usage and Privacy Agreement (SDUPA)
- 3.1.8 Attachment G - Arlington Logos for Embroidery, Patches and Silkscreening
- 3.1.9 Attachment H - Certificate(s) of Insurance
- 3.1.10 ITB/Associated Documents

- 3.2 All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.
- 3.3 The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor's expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- 3.4 The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

4. Definitions:

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

5. Contract Term:

- 5.1 The initial term of this Contract 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 as provided in the Contract Documents.
- 5.2 This Contract 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) additional one-year periods at the same terms and conditions.
- 5.3 Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

6. Contract Price Adjustment:

- 6.1 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 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.
- 6.2 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.)

6.3. The request 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 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 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.

7. Non-Appropriation:

All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the APS. In the event of non-appropriation of funds by the APS 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.

8. Right to Terminate Contract:

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

9. Direction to Proceed:

9.1. For Work to be performed by Contractor under this Contract, the Procurement Director/Procurement Agent will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). A sample Purchase Order form is attached as Attachment E. Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Director/Procurement Agent, and if it does so APS will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of APS other than the Procurement Director/Procurement Agent or his properly authorized designee has authority to make any purchases or otherwise bind APS contractually. If a Purchase Order is issued by anyone other than the Procurement Director/Procurement Agent, it shall be the responsibility of the Contractor to confirm the authority of that person to bind APS. Provided, however, if the Contractor has received from the Procurement Director/Procurement Agent prior written confirmation of a person's authority to bind APS, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.

9.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, APS through the Procurement Director/Procurement Agent or his authorized designee may direct the Contractor to proceed by less formal writing or electronic communication, to be replaced by a Purchase Order by 5:00 P.M. on the next regular APS working Day following issuance of such Owner directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to APS of such emergency Work by 5:00 P.M. on the next regular APS Working Day following commencement of such emergency Work.

10. Estimated Quantities; No Guaranteed Minimum:

During the Initial Contract Term or any Renewal Contract Term, the Contractor will furnish all of the Goods or Services described in the Contract Documents of Contractor by APS. The Contractor understands and agrees that there are no guaranteed minimum purchases and that APS has no obligation to the Contractor if no, or fewer, items or Services than any quantities estimated are required or requested by APS. Any quantities which are included in the Contract Documents are the reasonable present expectations of those who are planning for APS for the period

of the Contract. The amount is only an estimate and the Contractor understands and agrees that APS is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that APS may require Goods and/or Services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract

11. Payment Procedures:

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

12. Assignments:

12.1. This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

12.2. Contractor acknowledges that, if so stated in the Bid Documents, this Contract is subject to the joint procurement or cooperative procurement provisions of Va. Code Ann. § 2.2-4304.

13. Notices:

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To the Contractor: Ms. Elise Elfman
President/CEO
Unitec Distribution Systems, Inc.
289 East Green Street
Westminster, MD. 21157-5425

To APS: Mr. Arthur Bell
Director, Plant Operations
Arlington Public Schools
2770 South Taylor Street
Arlington, Virginia 22206

And David J. Webb, C.P.M.
Procurement Director / Procurement Agent
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204

14. Governing Law:

This Contract, the Bid Documents, and the Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. The exclusive jurisdiction, forum and venue for any litigation with respect to this Contract, the Bid Documents, or the Contract Documents shall be in the state courts of Arlington County, Virginia.

15. Cooperative Contract for Use by Other Public Bodies:

This procurement was conducted by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

16. Binding Agreement:

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

Signature Appears on Following Page

Arlington Public Schools

By: David J. Webb

David J. Webb, C.P.M.
Procurement Director/Procurement Agent

Date: December 9, 2019

Attachments:

- Attachment A Scope of Work
- Attachment B Pricing Schedule
- Attachment C Terms and Conditions
- Attachment D Contractor Certification Regarding Criminal Convictions
- Attachment E Sample Purchase Order
- Attachment F Student Data Usage and Privacy Agreement (SDUPA)
- Attachment G Arlington Logos for Embroidery, Patches and Silkscreening
- Attachment H Certificate(s) of Insurance

End of Agreement

Attachment A

Scope of Work

APS requires a uniform management system that will provide Custodial, Food Service, Maintenance and Transportation Employee Uniform items of high quality, high customer service and direct employee interaction with minimal management involvement. The Contractor will be responsible for the acquisition, storage, tracking and distribution of these items. The following are specifications for a uniform management system:

1.0 The Contractor is required to have a uniform automated ordering system. The automated ordering system shall include: direct communication between the employee and Contractor, orders may be placed at any time, staff can be added and deleted from the program easily and the status of uniform orders from order placement to arrival at the APS delivery location can be easily tracked.

2.0 Uniform Automated Ordering System (UAO System):

The Contractor must implement a managed uniform distribution system with the following capabilities:

2.1 Manage issuance limits: the UAO System must have the ability to enforce maximum quantities of items obtainable by employees over a defined period of time. For example, employees are limited to obtaining no more than \$130.00 from July 1 through September 30. When placing an online order, all employees will see one price for each line item regardless of price differences due to oversize charges. APS will be invoiced for the actual Contract Unit Price for each item.

2.2 Online customized catalogs and printed customized order forms: the UAO System must demonstrate the ability to allow employees to obtain only approved items. For example, a custodial supervisor would only be able purchase items approved for a custodial supervisor and a bus driver would only be able to purchase items approved for a bus driver.

2.3 Online ordering: Online approvals for all orders, as defined by APS management. APS may choose to require employee orders to go through an approval step. This may be necessary if an employee goes beyond his or her allowance, needs a quantity of items exceeding limits or orders garments outside the open season ordering period. The UAO System must demonstrate the ability to manage this process automatically and over the Internet.

2.4 The UAO System must have the ability to flag and override allowance exceptions.

2.5 Access to information. Administrators and authorized APS employees must have real time, internet-based access to all aspects of the UAO System including:

- a. Open order status
- b. Open return/exchange status
- c. Real-time delivery reports
- d. Real-time outstanding issues reports
- e. Real-time inventory reports
- f. Allowance and issuance status per employee
- g. Complete employee history from the inception of the UAO System. APS will require historical data to be entered
- h. Completed order status

- 2.6 Employee management. The UAO System must have the ability to perform the following:
- a. Allow APS to add, delete and place employees on hold thereby stopping all pending orders
 - b. Permit authorized employees to place orders for a group of employees as identified by APS. For example, only the custodial building supervisor for a given building may order uniforms for employees under his or her supervision
 - c. Define access to various employee records. For example, Plant Operations management would be able to view all custodial staff ordering records, but a custodial building supervisor would only be able view staff under his or her supervision
- 2.7 Catalog: The catalog must include the following:
- a. Illustrations of all approved apparel items
 - b. Prices and allowance information. Prices shown in the catalog shall be for regular size items and not the price for oversize items.
 - c. Ordering and measurement instructions
 - d. Return/exchange instructions
 - e. Cleaning and care instructions
 - f. Within fourteen (14) days of notice of award, the APS Custodial Uniform Catalog must be presented to APS Plant Operations Management for review and authorization
 - g. Within fourteen (14) days of notice of award, the APS Food Service Uniform Catalog must be presented to APS Food Service Management for review and authorization
 - h. Within fourteen (14) days of notice of award, the APS Maintenance Uniform Catalog must be presented to APS Maintenance Management for review and authorization
 - i. Within fourteen (14) days of notice of award, the APS Transportation Uniform Catalog must be presented to APS Transportation Management for review and authorization
- 2.8 Uniform Inventory: Contractor shall purchase, inventory and store all garments and patches at Contractor's expense. APS has the option of purchasing patches separately for employees
- 2.9 Inventory Management: The UAO System must have the ability to:
- a. Maintain inventory records for all items
 - b. Set inventory stock levels with automatic reordering
 - c. Demonstrate inventory efficiency by tracking inventory returns by item(s)
 - d. Provide an automatic inventory level adjustment system based on history of usage

2.10 Measurements and Alterations

- a. As required or needed, Contractor must update size runs for measurement use
- b. Contractor must provide customizations (e.g., embroidery, patches) and alterations as dictated by individual needs
- c. Contractor's customer service department must be knowledgeable regarding garments specifications to help APS staff purchase appropriately sized garments

2.11 Database Information and Management: APS will retain ownership of the information accumulated and processed during all orders. The Contractor will provide to APS, at no charge, the computer files upon request and at the expiration of the Contract. The computer files (database) will be provided to APS on media that is compatible with Microsoft Word or Excel. The database must be capable of producing customized reports and converting the reports to a Microsoft Excel format. Information will include the following:

- a. Employee name
- b. Employee identification number
- c. APS account number
- d. APS department/unit title
- e. APS purchase order number
- f. Clothing price
- g. Clothing catalog ID number
- h. Clothing description
- i. Clothing manufacturer
- j. Clothing sizes
- k. Quantities
- l. Orders placed
- m. Returns
- n. Credits
- o. Repairs
- p. Alterations

3.0 Specifications:

3.1 New material as specified in the Scope of Work and in accordance with Section 9, Substitutions of the Terms and Conditions.

- 3.2 All garments must meet Consumer Product Safety Commission (CPSC) specifications for apparel safety.
- 3.3 Contractor will supply and permanently attach (sewn on) an identification patch that measures 3” or 4” horizontally by 2” vertically with rounded corners. This patch will be white poplin cloth with a red embroidered border and red embroidered block lettering (all capital letters). The poplin cloth will be made of 65% polyester-35% cotton. This patch will say “ARLINGTON PUBLIC SCHOOLS” on three lines, centered and will be sewn over the left breast pocket on Items # 4a – 4e, 5a- 5e, 6a – 6e, 7a-7e, 8a-8f, 9a-9f, 15a-15c, 16a-16c, 17a-17c, 18a-18c, and 54.
- 3.4 The following Item numbers must be embroidered with the Arlington “A” Logo in three colors, blue, gold and white, and Arlington Public Schools in black on 3 lines above the left breast: 10a-10d, 19a-19c, 21a-21e, 22a-22e, 23a-23d, 24a-24c, 25a-25c, 26a-26b, and 27a-27b.
- 3.5 The following items must be silk-screened with “ARLINGTON PUBLIC SCHOOLS” in white capital letters on three lines above the left breast or front hat panel: 11a-11c, 12a-12e, 52 and 53.
- 3.6 The following item numbers must be embroidered with the Arlington “A” Logo in three colors, blue, gold and white, and “Transportation Services” in dark blue letters on 2 lines over the left breast: 29a-29f, 30a-30c,31a-31c, 32a-32d, 34a-34f, 35a-35c, 37a-37c, 39a-39c,40a-40c,41a-41d, and 42a-42c.
- 3.7 The following item numbers must be silk screened with the Arlington “A” Logo in three colors, blue, gold and white, above the left breast and “TRANSPORTATION SERVICES” in Dark Blue capital letters on two lines over the right breast: 38a-38d.
- 3.8 The item numbers 46a-46g must be embroidered above the left breast with the students first and last name in black, one half inch (1/2”) block lettering on one line and above the right breast with “ARLINGTON CAREER CENTER TEAM CULINARY” in White, Black and Purple in a circular logo.
 - 3.8.1 Student names will be supplied with the Purchase Order. This information requires the completion of the Student Data Usage and Privacy Agreement (SDUPA) found in Attachment F.
- 3.9 Item number 50 must be embroidered with “ARLINGTON CAREER CENTER TEAM CULINARY” in White, Black and Purple in a circular logo centered on the front of the hat.
- 3.10 All delivered uniforms must be labeled by location, employee/student’s name, size, quantity, item # and purchase order number.
 - 3.10.1 Each employee/student’s order will be packaged separately, and all packages for one location may be jointly boxed.
- 3.11 A sample of the Arlington “A” logos referenced in this section can be found in Attachment G.

4.0 Material Requirements for Custodians:

- 4.1 Trousers: Pricing Schedule Item #1a – 1b
 - a. Color – Navy blue
 - b. Fabric - 65% polyester/35% cotton, 8 oz. twill, permanent press
 - c. Belt loops - Minimum of seven (7) loops
 - d. Pockets - Two (2) front and two (2) rear, left pocket with button closure, front pockets reinforced
 - e. Closure - Heavy duty brass ratcheting zipper with button closure on waistband
 - f. Sizes – Waist 28”- 34” odd and even sizes and 36” and up - even sizes; inseam length hemmed to length specified in individual orders
 - g. Standard - Red Cap, stock number PT20NV

- 4.2 100% Cotton Trousers: Pricing Schedule Item #2a – 2b
- a. Color - Navy blue
 - b. Fabric - 100% wrinkle resistant cotton, 8.5 oz., preshrunk twill
 - c. Belt loops - Minimum of seven (7) loops
 - d. Finish - Post-cure durable press
 - e. Waistband - Interlined for body and shape, folder set band w/outlet
 - f. Pockets - Two (2) slack-style front pockets, two (2) set-in hip pockets, darts over hip pockets
 - g. Closure - Heavy duty brass ratcheting zipper with button closure on waistband
 - h. Sizes – Waist 28”-34” odd and even sizes and 36” and up - even sizes; inseam length hemmed to length specified in individual orders.
 - i. Other - Off-white synthetic blend pocketing and waistband trim
 - j. Standard - Red Cap, stock number PC20DN
- 4.3 Men’s Plain Front Uniform Shorts: Pricing Schedule Item #3a – 3b
- a. Color - Navy blue
 - b. Fabric - 65% polyester/35% cotton, 7.5 oz. twill
 - c. Front - Double pleated
 - d. Waist band – Jean style
 - e. Belt loops – Minimum of seven (7) loops
 - f. Closure - Heavy duty brass ratcheting zipper with button closure on waistband
 - g. Pockets - Two (2) slack style front pockets, two (2) hip pockets with button closure on left rear, darts over hip pockets
 - h. Sizes – Waist 28”- 34” odd and even sizes and 36” and up - even sizes; inseam - seven and one-half (7-1/2) inches
 - i. Standard - Red Cap brand style PT26NV
- 4.4 Long Sleeve Shirt – Short Sleeve Shirt: Pricing Schedule Items #4a – 4e, 5a – 5e, 6a – 6e & 7a – 7e
- a. Color - Light blue or solid white
 - b. Fabric - 65% polyester/35% cotton, 4.25 oz. poplin
 - c. Pockets - Two (2) button through pockets, left pocket w/pencil stall
 - d. Sewn on identification patch per instructions in section 3.3 of the Scope of Work
 - e. Seven (7) button “gap free” front, collars lined with permanent stays
 - f. Sizes - 14.5”- 18.5” neck in half sizes, 32”-36” long sleeve length
 - g. Standard - Red Cap brand, stock #SP24 (short sleeve) and SP14 (long sleeve)
- 4.5 100% Cotton Long Sleeve Shirt: Pricing Schedule Item #8a – 8f & 9a – 9f
- a. Color - White and light blue
 - b. Fabric - 100% cotton, 6 oz. twill, durable press with soil release
 - c. Closure - Six buttons w/vertical buttonholes, gripper at neck
 - d. Collar - Two-piece lined, no collar stays
 - e. Cuffs - One-piece fully lined
 - f. Facing - Stitched down front
 - g. Pockets - Two (2) button-through hex style w/angled bar tacks, bar tacked pencil stall in left pocket
 - h. Sewn on identification patch per instructions in section 3.3 of the Scope of Work
 - i. Sizes – Regular size - neck 14” - 21.5” in half sizes; tall size - neck 14” - 21.5”, long sleeve length 33”–36” in full sizes
 - j. Standard - Red Cap brand, stock #SC30WH and #SC30LB
- 4.6 Polo Shirt, Jersey Knit: Pricing Schedule Item #10a -10d
- a. Color - Light blue
 - b. Fabric - 60% polyester/40% cotton, 5.4 oz. jersey knit, durable press w/Dura Tuf soil release
 - c. Closure – Three (3) button self-placket with box stitch
 - d. Embroidered per instructions in section 3.4 of the Scope of Work

- e. Collar - Rib knit fashion collar
 - f. Sizes - Short sleeve, S to 5XL
 - g. Standard - Jerzees brand, style # 437
- 4.7 T-Shirts: Pricing Schedule Item #11a – 11e
- a. Color - Light blue and natural
 - b. Fabric/Blend - Heavyweight 50% polyester/50% preshrunk cotton, 5.6 oz.
 - c. Tailoring – 7/8” collar with seamless rib at neck and taped shoulder to shoulder
 - d. Hemming - Double needle stitching throughout
 - e. Silk screened per instructions in section 3.5 of the Scope of Work
 - f. Sizes - Small to 5XL
 - g. Standard - Jerzees style 29M
- 4.8 T-Shirts: Pricing Schedule Item #12a – 12e
- a. Color – Sport gray
 - b. Fabric - 90% preshrunk cotton/10% polyester
 - c. Tailoring – 7/8” collar with seamless rib at neck and taped shoulder to shoulder
 - d. Hemming - Double needle stitching throughout
 - e. Silk screened per instructions in section 3.5 of the Scope of Work
 - f. Sizes- Small to 5XL
 - g. Standard – Gildan
- 4.9 Slacks – Women’s: Pricing Schedule Item #13a - 13c
- a. Color - Navy blue
 - b. Fabric - 65% polyester/35% cotton, 8 oz. twill, permanent press
 - c. Closure - Zipper front with hook and eye waistband closure
 - d. Pockets - Two (2) set-in slack style front pockets
 - e. Sizes – 4 - 32 with legs hemmed to length specified in order
 - f. Standard - Red Cap brand, Stock# PT59NV
- 4.10 Women’s Pleated Front Uniform Shorts: Pricing Schedule Item #14a – 14c
- a. Color - Navy
 - b. Fabric - 65% polyester/35% cotton, 7.5 oz. twill,
 - c. Pockets - Two (2) slack style front pockets, two (2) -set in hip pockets, darts over hip pockets
 - d. Belt loops – Minimum of seven (7) loops
 - e. Closure - Heavy duty brass ratcheting zipper with hook and eye closure on waistband
 - f. Sizes – Jean style waist 4 - 22, inseam - seven and one-half (7 1/2) inches
 - g. Standard - Edwards brand, Style 8419
- 4.11 Women’ Shirt – Long Sleeve, Short Sleeve: Pricing Schedule Items #15a – 15c, 16a – 16c, 17a – 17c & 18a – 18c
- a. Color - Light blue, white
 - b. Fabric - 65% polyester/35% cotton, 4.5 oz. poplin, permanent press
 - c. Bottom - Square hemmed
 - d. Closure - Seven (7) button front
 - e. Pockets – Two (2) pockets with one (1) button in each, left pocket with pencil stall
 - f. Sewn on identification patch per instructions in section 3.3 of the Scope of Work
 - g. Sizes – 6 - 36
 - h. Square hem styling and women’s tailored fit
 - i. Standard - Red Cap brand, Stock #SP13 (long sleeve) and #SP23 (short sleeve)
- 4.12 Sweater: Pricing Schedule Item #19a – 19c
- a. Color – Navy blue

- b. Fiber - 100% acrylic, knit
 - c. Style - V-Neck
 - d. Sizes – S - 5XL
 - e. Embroidered per instructions in section 3.4 of the Scope of Work
 - f. Standard – San Francisco Knitting Mills brand, # 6500
- 4.13 Jacket Liner – Inner Shell, may be combined with Item 21: Pricing Schedule Item #20a – 20e
- a. Fabric - 100% Polyester, 7.1 oz/2 yd/240 gsm, brushed-back fleece with moisture wicking performance
 - b. Inside storm placket with chin guard
 - c. Reflective print on chest pocket and center back
 - d. Center front reverse coil zipper with semi-autolock slider and rubber pull
 - e. Contrast coverstitch details on sleeves, back yoke and collar
 - f. Chest pocket with reverse coil zipper
 - g. Concealed lower pockets with coil zippers
 - h. Sizes - S-XL, 2XL, 3XL, 4XL, & 5XL
 - i. Standard – Northend
- 4.14 Jacket – Outer Shell: Pricing Schedule Item #21a – 21e
- a. Color - Navy blue
 - b. Body - 100% polyester, 5 oz., with water-resistant finish
 - c. Contrast - 100% printed polyester, 5 oz., with water-resistant finish
 - d. Lining - 100% polyester mesh in body; 100% polyester taffeta in sleeves
 - e. Can be combined with Item 20 to create a heavier weight jacket
 - f. Embroidered per instructions in section 3.4 of the Scope of Work
 - g. Sizes - S-XL, 2XL, 3XL 4XL, & 5XL
 - h. Standard – Alpha 6711-3OUT
- 4.15 Jacket – Men & Women, 3 Season: Pricing Schedule Item #22a – 22c
- a. Color - Navy blue
 - b. Style - Work, hip length
 - c. Toughlan® nylon shell and 11.5 oz. anti-pilling panda fleece lining
 - d. Pockets - Zippered side slash pockets and inside pocket with zipper closure
 - e. Rib knit waistband and cuffs
 - f. Embroidered per instructions in section 3.4 of the Scope of Work
 - g. Sizes - S-XL, 2XL-3XL 4XL, and 5XL
 - h. Standard – Style Tri-mountain 8800
- 4.16 Jacket – Men & Women, High Visibility: Pricing Schedule Item #23a – 23d
- a. Color – Royal blue – is not ANSI rated
 - b. Style - Work, hip length
 - c. 100% Waterproof oxford polyester with a 2000 mm coating with taped seams
 - d. Anti-pill black fleece lining, 13.76 oz/yd/280gsm
 - e. Rib knit cuffs and hem
 - f. Zippered side and inside valuable pocket
 - g. Side-seam zippers for ventilation & access
 - h. Embroidery stow-away pocket (ESP System) which conceals the embroidery backing for a clean look
 - i. Embroidered per instructions in section 3.4 of the Scope of Work
 - j. 2” high 3M™ Scotchlite™ Reflective Material on front, back & arms
 - k. Sizes - S-XL, 2XL 3XL, 4XL & 5XL
 - l. Standard – Charles River Signal Hi-Vis Jacket, Style 9732

- 4.17 Parka 3 IN 1 – UTK 3 Temperature Range: Pricing Schedule Item #24a – 24c
- a. Color - Navy blue
 - b. Lining - 100% polyester taffeta
 - c. Shell - 100% nylon 228T taslan, 3.5 oz./yd²/120 gsm
 - d. Trim - 100% nylon dobby, 4.9 oz./yd²/120 gsm
 - e. 30° F to -9° F/-1° C to -23° C
 - f. Shell has storm flap with security zippered pocket, inside placket
 - g. Shell has thermal retention shock-cord at hood, waist and hem
 - h. Shell has zip-off or roll-away hood
 - i. Liner has thermal retention shock-cord at hem
 - j. Liner has matching corded fleece trim on collar and inside collar
 - k. Liner has matching nylon taslan pocket welts and waistband
 - l. Embroidered per instructions in section 3.4 of the Scope of Work
 - m. Sizes - XS, S-XL, 2XL, 3XL, & 4XL
 - n. Standard – Alpha 88007
- 4.18 Coveralls: Pricing Schedule Item #25a – 25c
- a. Color - Navy blue
 - b. Fabric - 100% cotton, 8.5 oz. twill, permanent press
 - c. Pockets - Two (2) hip, two (2) breast, two (2) front and one (1) ruler leg
 - d. Sewn on identification patch per instructions in section 3.3 of the Scope of Work
 - e. Side vents – Two (2) side vent openings
 - f. Closure – Concealed gripper (snaps) front
 - g. Cuffs - Sleeve vent and gripper (snap) closure
 - h. Sizes - Regular 36” - 58”; long 40” - 52”
 - i. Standard - Red Cap brand, style #CC14NV
- 4.19 Smock – Short Sleeve, Button Front: Pricing Schedule Item #26a – 26b
- a. Color - Light blue
 - b. Fabric - 80% polyester – 20% cotton, 5 oz. poplin
 - c. Finish - Durable press
 - d. Pockets - Two (2) pockets with French hem
 - e. Sleeves to be French hemmed
 - f. Closure – Three (3) or four (4) button
 - g. Embroidered per instructions in section 3.4 of the Scope of Work
 - h. Sizes – S-5XL
 - i. Standard – Red Cap TP23LB
- 4.20 Smock – 3/4 Sleeve, Button Front: Pricing Schedule Item #27a – 27b
- a. Color - Light blue
 - b. Fabric - 80% polyester – 20% cotton, 5 oz. poplin, durable press
 - c. Pockets - Two (2) pockets with French hem
 - e. Sleeves to be ¾ length with French hems
 - f. Closure – Three (3) or four (4) button
 - g. Embroidered per instructions in section 3.4 of the Scope of Work
 - h. Sizes – S - 5XL
 - i. Standard – Red Cap TP31LB

5.0 Material Requirements for Transportation:

- 5.1 Trousers: Pricing Schedule Item #28a – 28b
- a. Color – Navy blue
 - b. Fabric - 65% Polyester/35% Cotton, 8 oz. special twill, post-cured durable press Red-E-Prest
 - c. Belt loops - Minimum of seven (7) belt loops

- d. Pockets - Two (2) front and two (2) rear, with stitch-turn-re-stitch method
 - e. “Quarter Top” front pockets with two facings
 - f. Set in hip pocket welts for finished slack appearance
 - g. Closure - Heavy duty zipper
 - h. Waistband inner-lined for body and shape, stitch down repak construction
 - i. Bartocks at all points for stress and finished slack appearance
 - j. Size – Waist - 28” - 34” all sizes and 36” and up - even sizes; inseam length 25” - 37” - hemmed bottoms
 - k. Standard - Red Cap brand, Style PT10NV
- 5.2 Shirt, Long & Short Sleeve: Pricing Schedule Items #29a – 29f & 30a – 30c
- a. Color – Light blue
 - b. Fabric –65% polyester/35% cotton, 4 ¼ oz. poplin, soil release durable press
 - c. Pockets - Two (2) button through pockets
 - d. Embroidered per instructions in section 3.6 of the Scope of Work
 - e. Sizes – 14 – 18 ½ in ½ neck sizes, 31-34 sleeve length
 - f. Standard – Red Cap #SP14LB (long sleeve) and SP24LB (short sleeve)
- 5.3 Dress Shirt, Button Up, Long Sleeve & Short Sleeve: Pricing Schedule Items #31a – 31c & 32a – 32d
- a. Color - Light blue
 - b. Fabric - 100% cotton, 6 oz. twill, durable press with soil release
 - c. Closure - Six (6) buttons w/vertical buttonholes, gripper at neck
 - d. Collar - Two-piece lined, no collar stays
 - e. Cuffs – On long sleeve - one-piece fully lined
 - f. Facing - Stitched down front
 - g. Pockets - Two (2) button-through hex style w/angled bar tacks, bar tacked pencil stall in left pocket
 - h. Embroidered per instructions in section 3.6 of the Scope of Work
 - i. Sizes - regular neck sizes 14” – 21 1/2” in half sizes; tall neck sizes 14” – 21 1/2”, long sleeve length 33” – 36” in half sizes
 - j. Standard - Stock #1027-01 short sleeve and #1077-01 long sleeve
- 5.4 Pants, Women’s: Pricing Schedule Item #33a – 33c
- a. Color - Navy blue
 - b. Fabric - 65% polyester/35%, 7.5 oz. sq. yd. twill, Red-E-Prest
 - c. Pockets - Quarter cut side pockets- separate side pocket facing 65/35 drill pocketing
 - d. Straight leg
 - e. Closure - #5 Brass zipper front closure with button closure on waistband
 - f. Sizes – 2 - 22, (34” unfinished bottom)
 - g. Standard – Red Cap # PT21NV
- 5.5 Shirt – Women’s Short & Long Sleeve: Pricing Schedule Items #34a – 34f & 35a – 35c
- a. Color - Light blue
 - b. Fabric - 65% polyester – 35% cotton, 4.25 oz. Touch-Tek II, permanent press
 - c. Stitched down front facing - two piece lined collar with slotted stays, five (5) buttons, vertical buttonholes and gripper (snap) at neck
 - d. Pockets - Two (2) button thru hex style pockets with angled bartocks and bartocked pencil stall in left pocket
 - e. Lined cuffs (long and short sleeves)
 - f. Embroidered per instructions in section 3.6 of the Scope of Work
 - g. Sizes - Short sleeve, S - 5XL, long sleeve (regular and tall) S - 5XL
 - h. Standard – Red Cap #SP13LB (long sleeve) and SP23LB (short sleeve)

- 5.6 Skirt, Women's: Pricing Schedule Item #36a – 36c
- a. Color - Navy blue
 - b. Fabric - 65% polyester/35% casual chino blend, 7.5 oz. sq. yd.
 - c. Sizes – 4 - 28
 - d. Standard – Edwards # 9779
- 5.7 Shirt – Unisex Golf Shirt with pocket: Pricing Schedule Item #37a – 37c
- a. Color - Light blue
 - b. Fabric - 50% cotton/50% polyester, durable press with Dura Tuf soil release
 - c. Sizes – S - 5XL
 - d. Embroidered per instructions in section 3.6 of the Scope of Work
 - e. Standard - San Francisco Knitting Mill, Style SK28RB
- 5.8 T-Shirts, Cotton: Pricing Schedule Item #38a – 38d
- a. Color – Sports grey
 - b. Fabric –90% cotton/10% polyester, 6.1 oz.
 - c. Seamless double-needle collar
 - d. Taped neck and shoulders
 - e. Double-needle 5 point pocket, sleeves and hem
 - f. Sizes – S - 5XL
 - g. Screen printed per instructions in section 3.7 of the Scope of Work
 - h. Standard - Gildan brand, Style G2300
- 5.9 Sweater – Men & Women's: Pricing Schedule Item #39a – 39c
- a. Color - Navy blue
 - b. Fabric – 100% orlon
 - c. Heavy weight button down cardigan sweater
 - d. Long sleeve, rib cuffs & bottom, piping around neck
 - e. Size – S - 5XL
 - f. Embroidered per instructions in section 3.6 of the Scope of Work
 - g. Standard - San Francisco Knitting Mills Style 6300 in Lo-pile acrylic
- 5.10 Jacket – Men & Women, 3 Season: Pricing Schedule Item #40a – 40c
- a. Color - Navy blue
 - b. Style - Work, hip length
 - c. Fabric - 100% taslan, nylon shell and spill resistant 16.5 oz. Wear Tec fleece lining
 - d. Pockets - Zippered side slash pockets and inside pocket with velcro closure.
 - e. Rib knit waistband and cuffs
 - f. Embroidered per instructions in section 3.6 of the Scope of Work
 - g. Sizes – S - XL, 2XL - 3XL & 4XL - 5XL
 - h. Standard – Tri-mountain Style 8800
- 5.11 Jacket – Men & Women, High Visibility: Pricing Schedule Item #41a – 41d
- a. Color – Royal blue – is not ANSI rated
 - b. Style - Work, hip length
 - c. Fabric - 100% waterproof oxford Polyester with a 2000 mm coating with taped seams
 - d. Anti-pill black fleece lining (13.76 oz/lyd/280gsm)
 - e. Rib knit cuffs and hem
 - f. Pockets - Zippered side and inside valuable pocket
 - g. Side-seam zippers for ventilation & access
 - h. Embroidery stow-away pocket (ESP System) which conceals the embroidery backing for a clean look
 - i. Embroidered per instructions in section 3.6 of the Scope of Work

- j. 2" high 3M™ Scotchlite™ Reflective Material on front, back & arms
 - k. Sizes – S - XL, 2XL 3XL, 4XL & 5XL
 - l. Standard – Charles River Signal Hi-Vis Jacket, Style 9732
- 5.12 Parka 3 IN 1 – UTK 3 Temperature Range: Pricing Schedule Item #42a – 42c
- a. Color - Navy blue
 - b. Lining - 100% polyester taffeta
 - c. Shell - 100% nylon 228T taslan, 3.5 oz./yd2/120 gsm
 - d. Trim - 100% nylon doobby, 4.9 oz./yd2/120 gsm
 - e. 30° F to -9° F/-1° C to -23° C
 - f. Shell has storm flap with security zippered pocket, inside placket
 - g. Shell has thermal retention shock-cord at hood, waist and hem
 - h. Shell has zip-off or roll-away hood
 - i. Liner has thermal retention shock-cord at hem
 - j. Liner has matching corded fleece trim on collar and inside collar
 - k. Liner has matching nylon taslan pocket welts and waistband
 - l. Embroidered per instructions in section 3.6 of the Scope of Work
 - m. Sizes - XS, S-XL, 2XL, 3XL, & 4XL.
 - n. Standard – Alpha 88007 or Ash City 88006

6.0 Material Requirements for Food Service:

- 6.1 Cobbler Apron: Pricing Schedule Item #43
- a. Color – Black
 - b. Fabric - 80% polyester/20% cotton, 5 oz. performance blend poplin, durable press
 - c. Pockets - Two (2) split front pockets
 - d. Closure – Adjustable side ties
 - e. Sizes –Medium and Large
 - f. No embroidery, sewn on patches or silk screening
 - g. Standard – Chef Designs # TP61KG
- 6.2 Polo Shirt, Pique Knit with pocket: Pricing Schedule Item #44a – 44d
- a. Color - Royal blue
 - b. Fabric - 50% cotton/50% polyester, 5.5 oz. pique knit, wickable finish with soil release
 - c. Closure – Three (3) button front with lined placket
 - d. Collar - Rib knit fashion collar
 - e. Sizes – S - 4XL
 - f. No embroidery, sewn on patches or silk screening
 - g. Standard – San Francisco Knitting Mill, Style SK28RB
- 6.3 CookCool™ Chef Short Sleeve T-Shirt: Pricing Schedule Item #45a – 45f
- a. Color – Black
 - b. Fabric – Hydrophilic microfiber
 - c. Set in hemmed sleeves and bottom
 - d. Sizes - S- 3XL
 - e. No embroidery, sewn on patches or silk screening
 - f. Standard – Happy Chef, Style 701
- 6.4 Chef Coat, Long Sleeve: Pricing Schedule Item #46a – 46g
- a. Color – White
 - b. Fabric – Poly/cotton, wrinkle and soil resistant
 - c. Double breasted with eight (8) buttons
 - d. Left chest pocket with two-section sleeve pocket
 - e. Sizes - Regular XS - 4XL

- f. Embroidered per instructions in section 3.8 of the Scope of Work
- g. Standard – Happy Chef, Style 403

6.5 Chef Pants: Pricing Schedule Item #47a – 47i

- a. Color – Black and white checkered
- b. Fabric – Lightweight poly/cotton blend
- c. Elastic waist with draw string and zipper
- d. Pockets - Two (2) front and one (1) back pocket
- e. Machine washable
- f. Sizes - XS - 4XL
- g. Standard – Happy Chef, Style HC10

6.6 CookCool™ Mesh Top Skull Cap: Pricing Schedule Item #48a – 48c

- a. Color – Black, red and white
- b. Fabric – 100% cotton with microfiber lining
- c. Adjustable velcro back
- d. Standard – Happy Chef, Style 590

6.7 CookCool™ Tall Skull Cap: Pricing Schedule Item #49

- a. Color – Black denim
- b. Fabric – 100% cotton with microfiber lining
- c. Adjustable velcro back
- d. Standard – Happy Chef, Style 597

6.8 CookCool™ Classic Chef Hat: Pricing Schedule Item #50

- a. Color – White
- b. Fabric – Poly/cotton with microfiber lining
- c. Embroidered per instructions in section 3.9 of the Scope of Work
- d. Adjustable velcro back
- e. Standard – Happy Chef, Style 589

6.9 CookCool™ Chef Kerchief: Pricing Schedule Item #51a – 51b

- a. Colors – Black and white
- b. Fabric – 100% cotton
- c. Size - 39” X 27” X 27”
- d. Standard – Happy Chef, Style 565

7.0 Material Requirements Available to all Schools and Departments:

7.1 Ball Caps: Pricing Schedule Item #52

- a. Color- Solid navy blue
- b. Fabric – 100% polyester front
- c. 100% nylon mesh back
- d. Sizing – Adjustable plastic strap
- e. Visor -Slight curve with eight (8) rows of stitching
- f. Matching color sweatband, undervisor and braid
- g. Silk screened on front of cap per instructions in section 3.5 of the Scope of Work
- h. Standard – Otto

7.2 Full Back Cap: Pricing Schedule Item #53

- a. Color – Solid black
- b. Fabric – 100% cotton twill
- c. Crown - Six (6) panel
- d. Eyelets - Six (6) eyelets

- e. Strap – Self closing fabric back belt
- f. Size – One size fits most
- g. Silk screened on front of cap per instructions in section 3.5 of the Scope of Work
- h. Standard – Otto Cap 31-069

7.3 Winter Watch Cap: Pricing Schedule Item #54

- a. Color - Black
- b. Fabric – Polar fleece
- c. Sewn on identification patch per instructions in section 3.3 of the Scope of Work centered on the front panel
- d. Size – One size fits most
- e. Standard – Paramount Headwear Inc. #IK657

8.0 Ordering:

8.1 APS employees will place orders online via the UAO System as outlined in Section 2.0 Uniform Automated Ordering System.

8.2 The Contractor must provide a dedicated toll-free customer support line during normal working hours Monday through Friday to answer questions on ordering, returns, delivery status and sizing.

9.0 Delivery:

9.1 Contractor is required to deliver at destination within thirty (30) days After Receipt of Order (ARO).

9.2 Unit pricing listed in the Pricing Schedule will include all delivery and shipping charges.

9.3 Fulfilled orders are packaged separately by employee and boxed by location. Packing slips must be provided for each individual employee’s package and placed in the package. Packing slips should include but not limited to the following employee information: Date of order, packing slip date, name of employee, name of school or location, description of item, pricing, sizes etc.

9.4 Delivery must be completed within 30 days After Receipt of Order (ARO).

10.0 Returns and Exchanges:

10.1 Uniform garments will be returned at Contractor expense due to damage, incorrect embroidery/patches, size, color or item and repair. Contractor shall return or replace as required within 30 days of return by employee. Overage deliveries will also be returned at Contractor expense.

10.1.1 Repair services to include: broken zippers, minor repairs of seams and alterations for inseam length and waist measurements.

10.2 If an item has been worn or washed prior to return, then the Contractor will be not responsible for repair/replacement

10.3 All repairs and exchanges will be handled by the employee either by contacting the Contractor directly or by using the UAO System.

End of Scope of Work

Attachment B

Pricing Schedule

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
1a.	PT20NV	TROUSERS, HEMMED BOTTOMS, NAVY BLUE, SIZES 28-42	EACH	\$ 16.60	30 Days
1b.	PT20NV	TROUSERS, HEMMED BOTTOMS, NAVY BLUE, SIZES 44-50	EACH	\$ 19.75	30 Days
2a.	PC20DN	100% COTTON TROUSERS, HEMMED BOTTOMS, NAVY BLUE, SIZES 28-42	EACH	\$ 25.20	30 Days
2b.	PC20DN	100% COTTON TROUSERS, HEMMED BOTTOMS, NAVY BLUE, SIZES 44-50	EACH	\$ 30.05	30 Days
3a.	PT26NV	MEN'S, PLAIN FRONT UNIFORM SHORTS, SIZES 28-42	EACH	\$ 16.20	30 Days
3b.	PT26NV	MEN'S, PLAIN FRONT UNIFORM SHORTS, SIZES 44-50	EACH	\$ 19.25	30 Days
3c.	PT26NV	MEN'S, PLAIN FRONT UNIFORM SHORTS, SIZES 52-UP	EACH	\$ 35.20	30 Days
4a.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES S-XL	EACH	\$ 16.35	30 Days
4b.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES 2XL-3XL	EACH	\$ 19.00	30 Days
4c.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES 4XL-5XL	EACH	\$ 19.00	30 Days
4d.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, TALL SIZE M-XL	EACH	\$ 16.35	30 Days
4e.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, TALL SIZES 2XL-3XL	EACH	\$ 19.00	30 Days
5a.	SP14WH	LONG SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, REGULAR SIZES S-XL	EACH	\$ 15.55	30 Days
5b.	SP14WH	LONG SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, REGULAR SIZES 2XL-3XL	EACH	\$ 18.00	30 Days
5c.	SP14WH	LONG SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, REGULAR SIZES 4XL-5XL	EACH	\$ 18.00	30 Days
5d.	SP14WH	LONG SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, TALL SIZES M-XL	EACH	\$ 15.55	30 Days
5e.	SP14WH	LONG SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, TALL SIZES 2XL-3XL	EACH	\$ 18.00	30 Days
6a.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES S-XL	EACH	\$ 14.15	30 Days
6b.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES 2XL-3XL	EACH	\$ 16.35	30 Days
6c.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES 4XL-6XL	EACH	\$ 16.35	30 Days
6d.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, TALL SIZES MEDIUM-XL	EACH	\$ 16.35	30 Days
6e.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, TALL SIZES 2XL-3XL	EACH	\$ 16.35	30 Days
7a.	SP24WH	SHORT SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, REGULAR SIZES S-XL	EACH	\$ 13.50	30 Days
7b.	SP24WH	SHORT SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, REGULAR SIZES 2XL-3XL	EACH	\$ 15.55	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
7c.	SP24WH	SHORT SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, REGULAR SIZES 4XL-6XL	EACH	\$ 15.55	30 Days
7d.	SP24WH	SHORT SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, TALL SIZES MEDIUM-XL	EACH	\$ 15.55	30 Days
7e.	SP24WH	SHORT SLEEVE SHIRT, SOLID WHITE W/SEWN ON PATCH, TALL SIZES 2XL-3XL	EACH	\$ 15.55	30 Days
8a.	SC30LB	100% COTTON, LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES S-XL	EACH	\$ 22.90	30 Days
8b.	SC30LB	100% COTTON, LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES 2XL-3XL	EACH	\$ 26.80	30 Days
8c.	SC30LB	100% COTTON, LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, REGULAR SIZES 4XL-5XL	EACH	\$ 26.80	30 Days
8d.	SC30LB	100% COTTON, LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, TALL SIZES M-XL	EACH	\$ 22.90	30 Days
8e.	SC30LB	100% COTTON, LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, TALL SIZES 2XL-3XL	EACH	\$ 26.80	30 Days
8f.	SC30LB	100% COTTON, LONG SLEEVE SHIRT, LIGHT BLUE W/SEWN ON PATCH, TALL SIZES 4XL-5XL	EACH	\$ 26.80	30 Days
9a.	SC30WH	100% COTTON, LONG SLEEVE SHIRT, WHITE W/SEWN ON PATCH, REGULAR SIZES S-XL	EACH	\$ 21.70	30 Days
9b.	SC30WH	100% COTTON, LONG SLEEVE SHIRT, WHITE W/SEWN ON PATCH, REGULAR SIZES 2XL-3XL	EACH	\$ 25.40	30 Days
9c.	SC30WH	100% COTTON, LONG SLEEVE SHIRT, WHITE W/SEWN ON PATCH, REGULAR SIZES 4XL-UP	EACH	\$ 46.95	30 Days
9d.	SC30WH	100% COTTON, LONG SLEEVE SHIRT, WHITE W/SEWN ON PATCH, TALL SIZES M-XL	EACH	\$ 21.70	30 Days
9e.	SC30WH	100% COTTON, LONG SLEEVE SHIRT, WHITE W/SEWN ON PATCH, TALL SIZES 2XL-3XL	EACH	\$ 25.40	30 Days
9f.	SC30WH	100% COTTON, LONG SLEEVE SHIRT, WHITE W/SEWN ON PATCH, TALL SIZES 4XL-UP	EACH	\$ 46.95	30 Days
10a.	JERZEES STYLE # 437	POLO SHIRT, JERSEY KNIT, LIGHT BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 18.30	30 Days
10b.	JERZEES STYLE # 437	POLO SHIRT, JERSEY KNIT, LIGHT BLUE W/EMBROIDERY, SIZES 2XL-3XL	EACH	\$ 20.75	30 Days
10c.	JERZEES STYLE # 437	POLO SHIRT, JERSEY KNIT, LIGHT BLUE W/EMBROIDERY, SIZES 4XL	EACH	\$ 22.40	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
10d.	JERZEES STYLE # 437	POLO SHIRT, JERSEY KNIT, LIGHT BLUE W/EMBROIDERY, SIZES 5XL	EACH	\$ 22.40	30 Days
11a.	JERZEES STYLE # 29M	T-SHIRTS, LIGHT BLUE W/SILKSCREEN PRINT, SIZES S-XL	EACH	\$ 8.45	30 Days
11b.	JERZEES STYLE # 29M	T-SHIRTS, LIGHT BLUE W/SILKSCREEN PRINT, SIZE 2XL	EACH	\$ 11.60	30 Days
11c.	JERZEES STYLE # 29M	T-SHIRTS, LIGHT BLUE W/SILKSCREEN PRINT, SIZE 3XL	EACH	\$ 13.80	30 Days
11d.	JERZEES STYLE # 29M	T-SHIRTS, LIGHT BLUE W/SILKSCREEN PRINT, SIZE 4XL	EACH	\$ 13.80	30 Days
11e.	JERZEES STYLE # 29M	T-SHIRTS, LIGHT BLUE W/SILKSCREEN PRINT, SIZE 5XL	EACH	\$ 13.80	30 Days
12a.	GILDAN	T-SHIRTS, SPORT GRAY W/SILKSCREEN PRINT, SIZES S-XL	EACH	\$ 10.40	30 Days
12b.	GILDAN	T-SHIRTS, SPORT GRAY W/SILKSCREEN PRINT, SIZE 2XL	EACH	\$ 13.75	30 Days
12c.	GILDAN	T-SHIRTS, SPORT GRAY W/SILKSCREEN PRINT, SIZE 3XL	EACH	\$ 15.80	30 Days
12d.	GILDAN	T-SHIRTS, SPORT GRAY W/SILKSCREEN PRINT, SIZE 4XL	EACH	\$ 16.80	30 Days
12e.	GILDAN	T-SHIRTS, SPORT GRAY W/SILKSCREEN PRINT, SIZE 5XL	EACH	\$ 17.80	30 Days
13a.	PT59NV	SLACKS - WOMEN'S, NAVY BLUE, SIZES 4-20	EACH	\$ 19.30	30 Days
13b.	PT59NV	SLACKS - WOMEN'S, NAVY BLUE, SIZES 22-28	EACH	\$ 23.00	30 Days
13c.	PT59NV	SLACKS - WOMEN'S, NAVY BLUE, SIZES 30-32	EACH	\$ 23.00	30 Days
14a.	EDWARDS 8419	WOMEN'S PLEATED FRONT UNIFORM SHORTS, SIZES 4-20	EACH	\$ 24.90	30 Days
14b.	EDWARDS 8419	WOMEN'S PLEATED FRONT UNIFORM SHORTS, SIZES 22-24	EACH	\$ 29.70	30 Days
14c.	EDWARDS 8419	WOMEN'S PLEATED FRONT UNIFORM SHORTS, SIZES 26-28	EACH	\$ 32.10	30 Days
15a.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/SEWN ON PATCH, SIZES S-XL	EACH	\$ 18.25	30 Days
15b.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/SEWN ON PATCH, SIZES 2XL-3XL	EACH	\$ 21.25	30 Days
15c.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/SEWN ON PATCH, SIZES 4XL	EACH	\$ 33.30	30 Days
16a.	SP13WH	WOMEN'S SHIRT, LONG SLEEVE, WHITE W/SEWN ON PATCH, SIZES S-XL	EACH	\$ 18.25	30 Days
16b.	SP13WH	WOMEN'S SHIRT, LONG SLEEVE, WHITE W/SEWN ON PATCH, SIZES 2XL-3XL	EACH	\$ 21.25	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
16c.	SP13WH	WOMEN'S SHIRT, LONG SLEEVE, WHITE W/SEWN ON PATCH, SIZES 4XL	EACH	\$ 33.30	30 Days
17a.	SP23LB	WOMEN'S SHIRT, SHORT SLEEVE, LIGHT BLUE W/SEWN ON PATCH, SIZES S-XL	EACH	\$ 15.70	30 Days
17b.	SP23LB	WOMEN'S SHIRT, SHORT SLEEVE, LIGHT BLUE W/SEWN ON PATCH, SIZES 2XL-3XL	EACH	\$ 18.20	30 Days
17c.	SP23LB	WOMEN'S SHIRT, SHORT SLEEVE, LIGHT BLUE W/SEWN ON PATCH, SIZES 4XL	EACH	\$ 18.20	30 Days
18a.	SP23WH	WOMEN'S SHIRT, SHORT SLEEVE, WHITE W/SEWN ON PATCH, SIZES S-XL	EACH	\$ 15.70	30 Days
18b.	SP23WH	WOMEN'S SHIRT, SHORT SLEEVE, WHITE W/SEWN ON PATCH, SIZES 2XL-3XL	EACH	\$ 18.20	30 Days
18c.	SP23WH	WOMEN'S SHIRT, SHORT SLEEVE, WHITE W/SEWN ON PATCH, SIZES 4XL	EACH	\$ 18.20	30 Days
19a.	SFKM #6500	SWEATER, NAVY BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 34.65	30 Days
19b.	SFKM #6500	SWEATER, NAVY BLUE W/EMBROIDERY, SIZES 2XL-3XL	EACH	\$ 37.80	30 Days
19c.	SFKM #6500	SWEATER, NAVY BLUE W/EMBROIDERY, SIZES 4XL-5XL	EACH	\$ 42.65	30 Days
20a.	NORTHEND	JACKET LINER – INNER SHELL ONLY TO BE USED WITH ITEM 21, SIZES S-XL	EACH	\$ 48.95	30 Days
20b.	NORTHEND	JACKET LINER – INNER SHELL ONLY TO BE USED WITH ITEM 21, SIZE 2XL	EACH	\$ 52.05	30 Days
20c.	NORTHEND	JACKET LINER – INNER SHELL ONLY TO BE USED WITH ITEM 21, SIZE 3XL	EACH	\$ 53.55	30 Days
20d.	NORTHEND	JACKET LINER – INNER SHELL ONLY TO BE USED WITH ITEM 21, SIZE 4XL	EACH	\$ 55.10	30 Days
20e.	NORTHEND	JACKET LINER – INNER SHELL ONLY TO BE USED WITH ITEM 21, SIZE 5XL	EACH	\$ 56.65	30 Days
21a.	ALPHA 6711-3OUT	JACKET – OUTER SHELL, SIZES S-XL, W/EMBROIDERY	EACH	\$ 76.65	30 Days
21b.	ALPHA 6711-3OUT	JACKET – OUTER SHELL, SIZE 2XL, W/EMBROIDERY	EACH	\$ 81.25	30 Days
21c.	ALPHA 6711-3OUT	JACKET – OUTER SHELL, SIZE 3XL, W/EMBROIDERY	EACH	\$ 83.55	30 Days
21d.	ALPHA 6711-3OUT	JACKET – OUTER SHELL, SIZE 4XL, W/EMBROIDERY	EACH	\$ 85.10	30 Days
21e.	ALPHA 6711-3OUT	JACKET – OUTER SHELL, SIZE 5XL, W/EMBROIDERY	EACH	\$ 87.40	30 Days
22a.	TRI-MOUNTAIN 8800	THREE SEASON JACKET, NAVY BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 49.90	30 Days
22b.	TRI-MOUNTAIN 8800	THREE SEASON JACKET, NAVY BLUE W/EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 56.60	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
22c.	TRI-MOUNTAIN 8800	THREE SEASON JACKET, NAVY BLUE W/EMBROIDERY, SIZES 4XL - 5XL	EACH	\$ 63.25	30 Days
23a.	CHARLES RIVER STYLE #9732	HI-VIS JACKET, ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZES S-XL	EACH	\$ 68.95	30 Days
23b.	CHARLES RIVER STYLE #9732	HI-VIS JACKET, ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 75.10	30 Days
23c.	CHARLES RIVER STYLE #9732	HI-VIS JACKET, ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZE 4XL	EACH	\$ 81.25	30 Days
23d.	CHARLES RIVER STYLE #9732	HI-VIS JACKET, ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZE 5XL	EACH	\$ 84.35	30 Days
24a.	Alpha 88007	PARKA, 3 IN 1 – UTK 3 TEMPERTURE RANGE, SIZES S-XL, W/EMBROIDERY	EACH	\$130.15	30 Days
24b.	Alpha 88007	PARKA, 3 IN 1 – UTK 3 TEMPERTURE RANGE, SIZE 2XL, W/EMBROIDERY	EACH	\$138.35	30 Days
24c.	Alpha 88007	PARKA, 3 IN 1 – UTK 3 TEMPERTURE RANGE, SIZE 3XL, W/EMBROIDERY	EACH	\$141.95	30 Days
25a.	CC14NV	COVERALLS, NAVY BLUE W/SEWN ON PATCH, SIZES 36-50	EACH	\$ 40.80	30 Days
25b.	CC14NV	COVERALLS, NAVY BLUE W/SEWN ON PATCH, SIZES 52-54	EACH	\$ 48.35	30 Days
25c.	CC14NV	COVERALLS, NAVY BLUE W/SEWN ON PATCH, SIZES 56-58	EACH	\$ 48.35	30 Days
26a.	TP23LB	SMOCKS – SHORT SLEEVE, BUTTON FRONT, LIGHT BLUE W/EMBROIDERY, SIZES S – XL	EACH	\$ 18.50	30 Days
26b.	TP23LB	SMOCKS – SHORT SLEEVE, BUTTON FRONT, LIGHT BLUE W/EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 21.55	30 Days
27a.	TP31LB	SMOCKS – 3/4 SLEEVE, BUTTON FRONT, LIGHT BLUE W/EMBROIDERY, SIZES S – XL	EACH	\$ 20.85	30 Days
27b.	TP31LB	SMOCKS – 3/4 SLEEVE, BUTTON FRONT, LIGHT BLUE W/EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 24.40	30 Days
28a.	PT10NV	TROUSERS, NAVY BLUE, SIZES 28-42	EACH	\$ 20.70	30 Days
28b.	PT10NV	TROUSERS, NAVY BLUE, SIZES 44-50	EACH	\$ 24.65	30 Days
29a.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 24.10	30 Days
29b.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 2XL-4XL	EACH	\$ 26.75	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
29c.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, SIZE 5XL	EACH	\$ 26.75	30 Days
29d.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, TALL SIZES S-XL	EACH	\$ 24.10	30 Days
29e.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, TALL SIZES 2XL-4XL	EACH	\$ 26.75	30 Days
29f.	SP14LB	LONG SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, TALL SIZES 5XL	EACH	\$ 26.75	30 Days
30a.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, REGULAR SIZES S-XL	EACH	\$ 21.90	30 Days
30b.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, REGULAR SIZES 2XL-3XL	EACH	\$ 24.10	30 Days
30c.	SP24LB	SHORT SLEEVE SHIRT, LIGHT BLUE W/EMBROIDERY, REGULAR SIZES 4XL-6XL	EACH	\$ 24.10	30 Days
31a.	1027-01	BUTTON UP SHORT SLEEVE DRESS SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 14 – 17 1/2	EACH	\$ 26.85	30 Days
31b.	1027-01	BUTTON UP SHORT SLEEVE DRESS SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 18 – 20 1/2	EACH	\$ 31.65	30 Days
31c.	1027-01	BUTTON UP SHORT SLEEVE DRESS SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 21 1/2 - 22 1/2	EACH	\$ 34.80	30 Days
32a.	1077-01	BUTTON UP LONG SLEEVE DRESS SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 14 – 17 1/2	EACH	\$ 27.55	30 Days
32b.	1077-01	BUTTON UP LONG SLEEVE DRESS SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 18 – 20 1/2	EACH	\$ 32.55	30 Days
32c.	1077-01	BUTTON UP LONG SLEEVE DRESS SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 21 1/2 - 22 1/2	EACH	\$ 35.85	30 Days
32d.	1077-01	BUTTON UP LONG SLEEVE DRESS SHIRT, LIGHT BLUE W/EMBROIDERY, TALL SIZES 16 – 17	EACH	\$ 30.85	30 Days
33a.	PT21NV	PANTS, WOMEN'S, NAVY BLUE, SIZES 4-20	EACH	\$ 18.25	30 Days
33b.	PT21NV	PANTS, WOMEN'S, NAVY BLUE, SIZES 22-24	EACH	\$ 21.70	30 Days
33c.	PT21NV	PANTS, WOMEN'S, NAVY BLUE, SIZES 26 & UP	EACH	\$ 46.00	30 Days
34a.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 26.00	30 Days
34b.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/EMBROIDERY, SIZES 2XL-3XL	EACH	\$ 29.00	30 Days
34c.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/EMBROIDERY, SIZES 4XL	EACH	\$ 41.05	30 Days
34d.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/EMBROIDERY, TALL SIZES S-XL	EACH	\$ 41.05	30 Days
34e.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/EMBROIDERY, TALL SIZES 2XL-3XL	EACH	\$ 41.05	30 Days
34f.	SP13LB	WOMEN'S SHIRT, LONG SLEEVE, LIGHT BLUE W/EMBROIDERY, TALL SIZES 4XL	EACH	\$ 41.05	30 Days
35a.	SP23LB	WOMEN'S SHIRT, HALF SLEEVE, LIGHT BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 23.45	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
35b.	SP23LB	WOMEN'S SHIRT, HALF SLEEVE, LIGHT BLUE W/EMBROIDERY, SIZES 2XL-3XL	EACH	\$ 25.95	30 Days
35c.	SP23LB	WOMEN'S SHIRT, HALF SLEEVE, LIGHT BLUE W/EMBROIDERY, SIZES 4XL	EACH	\$ 25.95	30 Days
36a.	EDWARDS 9779	SKIRT, WOMEN'S, NAVY BLUE, SIZES 4-20	EACH	\$ 32.75	30 Days
36b.	EDWARDS 9779	SKIRT, WOMEN'S, NAVY BLUE, SIZES 22-24	EACH	\$ 39.15	30 Days
36c.	EDWARDS 9779	SKIRT, WOMEN'S, NAVY BLUE, SIZES 26 - 28	EACH	\$ 42.30	30 Days
37a.	San Francisco Knitting Mills # SK28RB	SHIRT UNISEX, GOLF SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 22.00	30 Days
37b.	San Francisco Knitting Mills # SK28RB	SHIRT UNISEX, GOLF SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 25.80	30 Days
37c.	San Francisco Knitting Mills # SK28RB	SHIRT UNISEX, GOLF SHIRT, LIGHT BLUE W/EMBROIDERY, SIZES 4XL & 5XL	EACH	\$ 25.95	30 Days
38a.	GILDAN G2300	T- SHIRTS, 100% COTTON, SPORT GREY W/SILKSCREEN PRINT, SIZES S-XL	EACH	\$ 15.15	30 Days
38b.	GILDAN G2300	T- SHIRTS, 100% COTTON, SPORT GREY W/SILKSCREEN PRINT, SIZES 2XL	EACH	\$ 18.90	30 Days
38c.	GILDAN G2300	T- SHIRTS, 100% COTTON, SPORT GREY W/SILKSCREEN PRINT, SIZES 3XL	EACH	\$ 22.10	30 Days
38d.	GILDAN G2300	T- SHIRTS, 100% COTTON, SPORT GREY W/SILKSCREEN PRINT, SIZES 4XL	EACH	\$ 22.10	30 Days
39a.	San Francisco Knitting Mills # 6300	SWEATER, NAVY BLUE W/EMBROIDERY, SIZES S – XL	EACH	\$ 44.75	30 Days
39b.	San Francisco Knitting Mills # 6300	SWEATER, NAVY BLUE W/EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 49.90	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
39c.	San Francisco Knitting Mills # 6300	SWEATER, NAVY BLUE W/EMBROIDERY, SIZES 4XL & 5XL	EACH	\$ 55.15	30 Days
40a.	TRI-MOUNTAIN 8800	THREE SEASON JACKET, NAVY BLUE W/EMBROIDERY, SIZES S-XL	EACH	\$ 53.40	30 Days
40b.	TRI-MOUNTAIN 8800	THREE SEASON JACKET, NAVY BLUE W/EMBROIDERY, SIZES 2XL-3XL	EACH	\$ 60.10	30 Days
40c.	TRI-MOUNTAIN 8800	THREE SEASON JACKET, NAVY BLUE W/EMBROIDERY, SIZES 4XL-5XL	EACH	\$ 66.75	30 Days
41a.	CHARLES RIVER STYLE #9732	HI-VIS JACKET ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZES S-XL	EACH	\$ 72.45	30 Days
41b.	CHARLES RIVER STYLE #9732	HI-VIS JACKET ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 78.60	30 Days
41c.	CHARLES RIVER STYLE #9732	HI-VIS JACKET ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZES 4XL	EACH	\$ 84.75	30 Days
41d.	CHARLES RIVER STYLE #9732	HI-VIS JACKET ROYAL BLUE W/ 2" 3M™ SCOTCHLITE™ REFLECTIVE MATERIAL W/EMBROIDERY, SIZES 5XL	EACH	\$ 87.85	30 Days
42a.	Alpha 88007	PARKA, 3 IN 1 – UTK 3 TEMPERTURE RANGE, W/EMBROIDERY, SIZES S-XL	EACH	\$133.65	30 Days
42b.	Alpha 88007	PARKA, 3 IN 1 – UTK 3 TEMPERTURE RANGE, W/EMBROIDERY, SIZE 2XL	EACH	\$141.85	30 Days
42c.	Alpha 88007	PARKA, 3 IN 1 – UTK 3 TEMPERTURE RANGE, W/EMBROIDERY, SIZE 3XL	EACH	\$145.45	30 Days
43	CHEF DESIGNS TP61KG	COBBLER APRON, KELLEY GREEN, SIZES M & L	EACH	\$ 11.60	30 Days
44a.	SK28RB	POLO SHIRT – SHORT SLEEVE, PIQUE KNIT, ROYAL BLUE NO EMBROIDERY, SIZES S – XL	EACH	\$ 19.00	30 Days
44b.	SK28RB	POLO SHIRT – SHORT SLEEVE, PIQUE KNIT, ROYAL BLUE NO EMBROIDERY, SIZES 2XL – 3XL	EACH	\$ 22.80	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
44c.	SK28RB	POLO SHIRT – SHORT SLEEVE, PIQUE KNIT, ROYAL BLUE NO EMBROIDERY, SIZES 4XL	EACH	\$ 22.95	30 Days
44d.	SK28RB	POLO SHIRT – SHORT SLEEVE, PIQUE KNIT, ROYAL BLUE NO EMBROIDERY, SIZES 5XL	EACH	\$ 26.95	30 Days
45a.	HAPPY CHEF STYLE 701	CookCool™ CHEF SHORT SLEEVE T-SHIRT, SIZE S	EACH	\$ 24.05	30 Days
45b.	HAPPY CHEF STYLE 701	CookCool™ CHEF SHORT SLEEVE T-SHIRT, SIZE M	EACH	\$ 24.05	30 Days
45c.	HAPPY CHEF STYLE 701	CookCool™ CHEF SHORT SLEEVE T-SHIRT, SIZE L	EACH	\$ 24.05	30 Days
45d.	HAPPY CHEF STYLE 701	CookCool™ CHEF SHORT SLEEVE T-SHIRT, SIZE XL	EACH	\$ 24.05	30 Days
45e.	HAPPY CHEF STYLE 701	CookCool™ CHEF SHORT SLEEVE T-SHIRT, SIZE 2XL	EACH	\$ 27.15	30 Days
45f.	HAPPY CHEF STYLE 701	CookCool™ CHEF SHORT SLEEVE T-SHIRT, SIZE 3XL	EACH	\$ 28.70	30 Days
46a.	HAPPY CHEF STYLE 403	CHEF COAT, LONG SLEEVE, W/EMBROIDERY, SIZE S	EACH	\$ 31.70	30 Days
46b.	HAPPY CHEF STYLE 403	CHEF COAT, LONG SLEEVE, W/EMBROIDERY, SIZE M	EACH	\$ 31.70	30 Days
46c.	HAPPY CHEF STYLE 403	CHEF COAT, LONG SLEEVE, W/EMBROIDERY, SIZE L	EACH	\$ 31.70	30 Days
46d.	HAPPY CHEF STYLE 403	CHEF COAT, LONG SLEEVE, W/EMBROIDERY, SIZE XL	EACH	\$ 31.70	30 Days
46e.	HAPPY CHEF STYLE 403	CHEF COAT, LONG SLEEVE, W/EMBROIDERY, SIZE 2XL	EACH	\$ 34.75	30 Days
46f.	HAPPY CHEF STYLE 403	CHEF COAT, LONG SLEEVE, W/EMBROIDERY, SIZE 3XL	EACH	\$ 36.30	30 Days
46g.	HAPPY CHEF STYLE 403	CHEF COAT, LONG SLEEVE, W/EMBROIDERY, SIZE 4XL	EACH	\$ 37.85	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
47a.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE XS	EACH	\$ 23.90	30 Days
47b.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE S	EACH	\$ 23.90	30 Days
47c.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE M	EACH	\$ 23.90	30 Days
47d.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE L	EACH	\$ 23.90	30 Days
47e.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE XL	EACH	\$ 23.90	30 Days
47f.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE 2XL	EACH	\$ 27.00	30 Days
47g.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE 3XL	EACH	\$ 28.55	30 Days
47h.	HAPPY CHEF STYLE HC10	CHEF PANTS, SIZE 4XL	EACH	\$ 30.05	30 Days
48a.	HAPPY CHEF STYLE 590	CookCool™ MESH TOP SKULL CAP, COLOR BLACK	EACH	\$ 10.75	30 Days
48b.	HAPPY CHEF STYLE 590	CookCool™ MESH TOP SKULL CAP, COLOR RED	EACH	\$ 10.75	30 Days
48c.	HAPPY CHEF STYLE 590	CookCool™ MESH TOP SKULL CAP, COLOR WHITE	EACH	\$ 10.75	30 Days
49	HAPPY CHEF STYLE 597	CookCool™ TALL SKULL CAP, CLOR BLACK DENIM	EACH	\$ 13.05	30 Days
50	HAPPY CHEF STYLE 589	CookCool™ CLASSIC CHEF HAT, COLOR WHITE W/EMBROIDERY	EACH	\$ 15.10	30 Days
51a.	HAPPY CHEF STYLE 565	CookCool™ CHEF KERCHIEF, COLOR BLACK	EACH	\$ 7.20	30 Days
51b.	HAPPY CHEF STYLE 565	CookCool™ CHEF KERCHIEF, COLOR WHITE	EACH	\$ 7.20	30 Days

ITEM No.	BRAND	DESCRIPTION	UNIT OF ISSUE	UNIT PRICE	DELIVERY ARO
52	OTTO	BALL CAP, W/SILK SCREEN, COLOR SOLID NAVY BLUE	EACH	\$ 6.40	30 Days
53	OTTO CAP 31-069	FULL BACK CAP, W/SILK SCREEN, COLOR SOLID BLACK	EACH	\$ 7.60	30 Days
54	PARAMOUNT IK657	WINTER WATCH CAP, W/SEWN ON PATCH, COLOR BLACK,	EACH	\$ 6.70	30 Days

Attachment C

Terms and Conditions

1. Definitions:

- 1.1. **Addendum:** A change to the Bid Documents or Contract Documents issued by the Owner prior to Bid Closing.
- 1.2. **APS:** Arlington Public Schools, the owner of the property upon which the Work is to be performed or the entity for which the Work is to be performed. See also "Owner."
- 1.3. **Apparent Low Bidder:** The responsible Bidder submitting the lowest responsive Bid.
- 1.4. **Bid:** The offer of a Bidder to provide specific Goods or Services at specified prices and/or other conditions specified in the solicitation.
- 1.5. **Bidder:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Procurement Director/Procurement Agent and offering to enter into Contracts with APS. The term "Bidder" will be used throughout the Bid Documents and the Contract Documents and shall be construed to mean "offeror" where appropriate.
- 1.6. **Bid Closing:** The time and date set by the Invitation for the deadline for receipt of Bids.
- 1.7. **Bid Opening:** The time and date set by the Invitation for the opening of Bids.
- 1.8. **Change Order:** A written order to the Contractor, signed by the Owner, which authorizes a change in the Work, and any resulting adjustment to the Contract Price and/or the Contract Time. A **Unilateral Change Order** is a Change Order signed only by the Owner addressing any Modification to the Contract Sum or the Contract Time to which the Owner agrees. A **Mutual Change Order** is a Change Order signed by both the Owner and by the Contractor reflecting agreement on all terms, conditions and requirements set forth therein. A Unilateral Change Order may be converted to a Mutual Change Order upon agreement being reached between the parties. Change Orders shall be initiated and processed as set forth in the Changes provisions of these Terms and Conditions. A Unilateral Change Order or a Mutual Change Order may affect the Contract, an individual Purchase Order, or both, depending on its terms.
- 1.9. **Complete or Completion:** Work for which a Purchase Order has been issued will not be deemed complete until the subject of the Work is functioning as intended, cleanup has been completed, any required or applicable inspections or governmental approvals have been accomplished, and the Work is accepted by the Owner. More specific requirements for Completion may be set forth in the Scope of Work or the Purchase Order.
- 1.10. **Contract:** The signed Contract between Owner and Contractor is the Contract.
- 1.11. **Contract Documents:** The Contract Documents and the order of precedence in the event of a conflict therein are as defined in the Contract.
- 1.12. **Contract Period:** See "Contract Time."
- 1.13. **Contract Price:** The total amount payable to the Contractor for performance of the Work. The Work under this Contract will involve multiple discrete Projects. The Contract Price is stated in the Purchase Order for the particular Work included in a discrete Project and shall include any adjustments granted in accordance with the provisions of the Contract Documents. The Contract Price may be determined based on unit prices or rates and quantities as provided in the Contract. May also be referred to as "Contract Sum."

- 1.14. Contract Sum:** See “Contract Price.”
- 1.15. Contract Time:** The period allotted in the Purchase Order for Completion of the Work directed by that Purchase Order, together with any extension of time granted in accordance with the provisions of the Contract Documents. May also be referred to as “Contract Period.”
- 1.16. Contractor:** The individual, firm, or organization which Contracts with the Owner to perform the Work. As employed herein, the term "Contractor" may refer to an individual, firm or organization, or to the Contractor's authorized representative.
- 1.17. Day:** The term "day" or “Day” shall mean "calendar day" unless otherwise noted. When any provision in the Contract Documents establishes a time within which an action must be taken or a right must be exercised, if the last Day falls on a Saturday, Sunday, or holiday recognized by Arlington Public Schools, or on a day when Arlington Public Schools administrative offices are closed for any other reason, the deadline thereby established shall be extended to the first Arlington Public Schools Working Day thereafter when the Arlington Public Schools administrative offices are open.
- 1.18. Drawings:** The term “Drawings” or “Plans” shall mean any drawing, plan, sketch, photograph or similar document intended to provide to the Contractor graphic instruction or guidance regarding the Work to be performed.
- 1.19. Gender and Plural:** Whenever the Contract so admits or requires, all references to one number shall be deemed to extend to and include the other number, whether singular or plural, and the use of any gender shall be applicable to all genders. The terms “his” or “hers” or “he” or “she” shall include “its” if the referenced party is an entity rather than a person.
- 1.20. Goods:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.
- 1.21. Holiday:** Holidays recognized by the Owner which shall not be considered Normal Working Hours are as follows: New Year’s Eve Day, New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, Christmas Eve Day, and Christmas Day. In the event any of the days designated as a Holiday fall on a Saturday, the Holiday shall be the preceding Friday; in the event any of the days designated as a Holiday fall on a Sunday, the Holiday shall be the following Monday.
- 1.22. Informality:** A minor defect or variation of a Bid or proposal from the exact requirements of the Invitation to Bid or the Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the Goods and Services being procured.
- 1.23. Invitation to Bid (ITB):** A request which is made to prospective Bidders for their Bids on Goods or Services desired by APS. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- 1.24. Modification:** Any written change to any provision of the Contract Documents made after Bid Closing, whether by Work Order, Change Order or other means provided by the Contract Documents.
- 1.25. Normal Working Hours:** Unless otherwise specified in the Purchase Order Normal Working Hours shall be 6:00 A.M. through 2:30 P.M., Monday through Friday, excluding Holidays. See also Working Day.
- 1.26. Notice:** Notice or a requirement to “Notify” shall mean written notice. Written notice shall be deemed to have been duly served if:

- A. Written Notice to Contractor shall be deemed to have been fully served if delivered by United States Postal Service registered or certified return receipt mail, courier, generally recognized private mail or delivery service providing proof of delivery, e-mail, or facsimile transmission to the Contractor's office at the Project Site or to the business address of the Contractor as stated in its Proposal; or if delivered in person to the Contractor's foreman or superintendent for the Project, or to any officer or director of the Contractor.
 - B. Written Notice to APS shall be deemed to have been fully served if delivered by United States Postal Service registered or certified return receipt mail, courier, generally recognized private mail or delivery service providing proof of delivery, or hand delivered to the office of the Procurement Director/Procurement Agent, Arlington Public Schools, Syphax Education Center, 2110 Washington Blvd, Arlington, Virginia 22204.
 - C. Notice by registered or certified return receipt mail, courier, generally recognized private mail or delivery service, or by courier, will be deemed received on the date shown on the written delivery receipt. Notice given by email or facsimile transmission will be deemed received at 9:00 A.M. on the first business day after the date of transmission.
 - D. Attempted Notice given in any manner other than as designated herein shall not satisfy any Notice requirement.
- 1.27. Notice of Intent to Award:** A writing issued by the Owner which states the Owner's intent to award the Apparent Low Bidder a Contract to execute the Work. The Notice of Intent to Award will be publicized as provided in the Bid Documents.
- 1.28. Notice to Proceed:** See Purchase Order.
- 1.29. Owner:** APS and employees authorized to represent APS. Reference to Owner requiring action by Owner or Notice to Owner shall be deemed to mean the Procurement Director/Procurement Agent unless otherwise stated specifically.
- 1.30. Pricing Schedule:** The pricing information appearing as Attachment B to the Contract setting the unit prices, rates, or other means of agreed pricing for performance of Work by the Contractor.
- 1.31 Procurement Director/Procurement Agent:** The employee of APS authorized to act on behalf of the Owner in this Contract. The Procurement Director/Procurement Agent may designate in writing others to act on his behalf, and such designation shall state any limitations on the authority of such designee. Contractor shall not rely upon and Owner shall not be bound by any statement or representation made on behalf of APS by any person not designated to the Contractor in writing as authorized to so act on behalf of the Procurement Director/Procurement Agent. It shall be the responsibility of the Bidder, and thereafter the Contractor, to establish the authority to act regarding any communication or action by any person other than the Procurement Director/Procurement Agent. Use of the term Procurement Agent or Procurement Director/Procurement Agent in the Contract Documents shall be deemed to include such properly authorized designee within the scope of that designee's authorization.
- 1.32 Project:** The Goods and/or Services provided or performed by the Contractor at any location as directed by Purchase Order, in accordance with the Contract Documents; collectively all of the Goods and Services contemplated by the Contract; synonymous with the term "Work" as the context may require.
- 1.33. Project Manager:** The Owner's representative for Contract coordination
- 1.34. Project Site or Site:** The location at which any Goods or Services are provided, delivered or performed by Contractor under this Contract.

- 1.35. Purchase Order:** A written directive issued by the Procurement Director/Procurement Agent or authorized designee directing the performance of a particular item or items of Work to be performed in accordance with the Pricing Schedule. A Purchase Order shall serve as the Contractor's Notice to Proceed with the specified portion of the Work as specified in the Purchase Order.
- 1.36. Responsible Bidder:** A person who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.
- 1.37. Responsive Bidder:** A person or entity who or which has submitted a Bid that conforms in all material respects to the Invitation to Bid.
- 1.38. Services:** means any work performed by an independent Contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- 1.39. Specifications:** Written details provided to the Contractor by the Owner providing performance requirements, data instructions and guidance for performance of the Work.
- 1.40. Subcontractor:** Any individual, firm or organization other than an employee of the Contractor, who Contracts with the Contractor to furnish or who actually furnishes labor, materials, Services or equipment, or any combination thereof to the Contractor in connection with the Work.
- 1.41. Sub-Subcontractor:** Any individual, firm or organization, other than an employee of the Contractor or of a Subcontractor, who Contracts with a Subcontractor to furnish, or who actually furnishes labor, materials, service or equipment, or any combination thereof to a Subcontractor. The Contractor shall be responsible for the performance of the Work by any person or entity below the level of Sub-subcontractor.
- 1.42. Warranty Period:** All warranties and guarantees against any defect in the Work shall apply from the date of acceptance by APS of the Completed Work and shall continue for a period of one (1) year thereafter, or the manufacturer's standard warranty, whichever is longer. Provided, however, in the event the Contract Documents require a Warranty in excess of one (1) year, the longer term shall apply as applicable.
- 1.43. Work:** Everything explicitly or implicitly required to be furnished or performed to complete performance of any Purchase Order.
- 1.44. Work Order:** A written directive to the Contractor issued on or after issuance of the Purchase Order the Effective Date of the Agreement and signed by the Procurement Director/Procurement Agent ordering an addition, deletion, or revision in the Work described in a Purchase Order issued when in the sole discretion of the Owner the terms thereof do not impact the Contract Price or the Contract Time, or when in the sole discretion of the Owner the circumstances do not allow sufficient time for issuance of a Change Order.
- 1.45. Working Day:** See Normal Working Hours.

2. Independent Contractor:

In the performance of this Contract and for all purposes related to APS, Contractor shall be an independent Contractor and neither the Contractor nor any of its employees will under any circumstances, be considered servants or agents of APS. Under no circumstances shall APS (i) be responsible for any failing or wrongdoing by the Contractor, its servants or agents; (ii) be under any obligation to withhold from the Contract payments to the Contractor or otherwise any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits of any kind; or (iii) provide any insurance coverage or other benefits, including but not limited to workers' compensation, to any employees or agents of Contractor.

3. Intent of the Contract Documents:

The intent of the Contract Documents is to include all items necessary for the proper management, execution and completion of the Work, including without limitation, all labor, materials, equipment and furnishings required in connection therewith, whether or not specifically identified in the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Any doubt as to whether any work is within the scope of the Contract shall be resolved in favor of an interpretation that the work is within the scope of the Contract. Use of the term “include” or “including” shall be deemed to mean “include without limitation,” “including but not limited to,” and similar expansive intent.

4. Drawings and Specifications:

Drawings or Specifications as necessary for performance of the Work will be identified in and provided with any Purchase Order issued by the Owner.

Any Specification provided shall serve to amplify the requirements of materials and assemblies. The mention in any Specification of any article or operation requires that the Contractor shall provide all such items indicated on, or reasonably inferred from, any Drawings provided to the Contractor, furnishing for such purpose all labor, materials and equipment required in connection therewith. Omission of any article, operation or detail does not relieve the Contractor of the responsibility for completion of the Work reasonably intended by any explanatory or informational documents provided by the Owner with a Purchase Order.

The Contractor shall exercise reasonable care and due diligence to discover any discrepancies in the Drawings or Specifications, and shall notify the Owner of discrepancies found in the Drawings or Specifications before materials are fabricated or Work performed.

The Contractor shall adhere to written dimensions though differing from scale measurements. In the absence of dimensions or in case of doubt as to the proper measurement, consult the Owner for clarification before proceeding with the Work. Actual field dimensions where applicable are to be verified by the Contractor in the field prior to proceeding.

5. Replacement of Personnel and Subcontractors:

APS has the right to reasonably reject staff or Subcontractors whom the Contractor assigns to the Contract. The Contractor must then provide replacement staff or Subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor’s and its Subcontractor’s employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or Subcontractors identified in its Bid, including the project manager, without APS’s written approval. The Contractor must submit any request to remove or replace key personnel or Subcontractors to the Owner’s Project Manager at least fifteen (15) Days in advance of the proposed action. The request must contain a detailed justification, including the proposed replacement and his or her qualifications.

If the approved project manager resigns or is terminated by the Contractor, the Contractor will replace the project manager with an individual with similar qualifications and experience, subject to APS’ written approval.

6. Contract Interpretations:

The Contractor may request Contract interpretations in writing from the Owner. Such requests for interpretations must be submitted sufficiently in advance of the date upon which the interpretation is actually required by the Contractor to allow the Owner to issue the interpretation so as not to delay the Work. Contractor shall be responsible for any delay resulting from failure to submit a request for interpretation in a timely manner. Written interpretations so requested shall be issued by the Owner in a manner commensurate with the timely execution of the Work, shall be consistent with the intent of the Contract Documents, and shall be in accordance with established time requirements for performance of the Work, but Owner shall be under no obligation to expedite its review and analysis of the question raised or to issue a response if the Contractor does not submit the request for interpretation in a timely manner.

7. Copies and Ownership of Contract Documents:

- A. The Contractor will be provided with either electronic or hard copies of any Drawings, Specifications, or other documents referenced in a Purchase Order.
- B. All Drawings, Specifications, or similar technical data provided to the Contractor by the Owner are the property of the Owner, and the Contractor may not use such information for any purpose not relating to performance of the Work.

8. General Review of Contract Documents:

- A. The Contractor shall perform all Work and shall furnish, at its own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the Work. The Contractor shall be responsible for the entire Work until Completion of all Work has been achieved.
- B. Unless otherwise provided herein, the Work shall be performed in accordance with the best modern practice and with materials and workmanship of highest quality.
- C. Supervision and Coordination of the Work: The Contractor shall supervise and direct the Work and coordinate the Work with that of separate Contractors using Contractor's best skill and attention. Unless otherwise provided in the Contract Documents, the Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract; provided, however, that the Contractor shall employ adequate and safe procedures, methods, structures and equipment. No approval or failure to exercise its right of approval by Owner shall relieve the Contractor of its obligation to accomplish the result intended by the Contract, or create a cause of action for damages against the Owner, or provide a defense by the Contractor in any case of action by the Owner against the Contractor.
- D. The Contractor shall study and review the Contract Documents and shall compare them with each other and with such information made available by the Owner. The Contractor shall be responsible for giving Notice to the Owner of any errors, inconsistencies or omissions discovered or which in the exercise of due diligence as a reasonably competent Contractor reasonably should have been discovered by it.
- E. The Contractor shall be responsible for all costs or delays resulting from the Contractor's or a Subcontractor's failure to obtain and review Contract Documents provided or made available by the Owner, or from the failure to discover any errors, inconsistencies or omissions in the Contract Documents which in the exercise of due diligence as a reasonably competent contractor the Contractor reasonably should have discovered.

9. Substitutions:

- A. The name of a certain brand, make, or manufacturer in the Contract Documents is to denote the quality standard of the article desired. The reference to a certain brand, make or manufacturer is to convey the general style, type, character and quality of article desired. If the Contractor desires to provide or use any other brand, make of materials, device, or equipment, it may do so only if it submits sufficient information to satisfy the Procurement Director/Procurement Agent that the proposed substitute is the equal of that specified in quality, workmanship, design and economy of operation, and is suitable for the purpose intended, and obtains the written approval from the Procurement Director/Procurement Agent by Change Order.
- B. To obtain approval of a substitute as equal, the Contractor shall submit to the Procurement Director/Procurement Agent all substantiating data upon which the Contractor relies to establish the substitute as an equal. If a sample is requested by the Owner, it shall be provided at the Contractor's expense within seven (7) Days of the request and may be subjected to such testing, examination or analysis, including but not limited to destructive testing, as the Owner in its discretion deems necessary. If the Procurement Director/Procurement Agent approves the proposed substitute, a Change Order approving the

change will be issued by the Procurement Director/Procurement Agent. Provided, however, the Contractor shall be fully responsible for all costs or other consequences related to or arising from implementation of the use of the substitute, whether foreseen or unforeseen and including but not limited to any adjustments or revisions which might be required to existing improvements, facilities or operations. Contractor shall not proceed with use of the substitute until the Change Order approving its use has been issued by Owner.

- C. Notwithstanding the foregoing, if the identification of a certain brand, make or manufacturer is designated as “required” or “no substitutes permitted” or any similarly clear language, there shall be no substitutions permitted.

10. Changes in the Work:

- A. Any change to an existing Purchase Order must be approved by written Change Order issued by the Procurement Director/Procurement Agent prior to the changed Work being performed. APS has no obligation to pay for any changed or extra Work not directed by written Change Order issued by the Procurement Director/Procurement Agent.
- B. If the Owner issues a Purchase Order which the Contractor deems to be beyond the scope of the Work so as to entitle the Contractor to compensation or to additional time for performance of the Work beyond the terms set forth in the Purchase Order, the Contractor shall so Notify the Owner within seven (7) Days following issuance of the Purchase Order and before beginning the Work directed by the Purchase Order. If no agreement is reached between the Owner and the Contractor regarding such Work within ten (10) Days after the Contractor gives such Notice, or if the Owner directs the Contractor to proceed immediately, the Contractor shall proceed with the Work as directed and pursue such remedies as it deems appropriate within the claims provisions set forth in these Terms and Conditions. The expiration of such ten (10) Day period, or direction by the Owner to proceed, shall be deemed the occurrence date for any claim the Contractor wishes to pursue related to the Work ordered by the Purchase Order. Performance of and payment for the Work directed by the Purchase Order thereafter shall be governed by the Claims for Damages provisions of these Terms and Conditions.

11. Administration of Contract:

The Owner’s Project Manager shall provide administration of the Contract in accordance with the Contract, Contract Documents and Work.

The Owner’s Project Managers for this Contract are:

Mr. Arthur Bell
Director, Plant Operations
Arlington Public Schools
2770 South Taylor Street
Arlington, Virginia 22206
Telephone: (703) 228-6623

And Ms. Amy Maclosky
Director, Food Service
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
Telephone: (703) 228-6133

And Ms. Renee Randolph, CSCE
Culinary Arts Instructor
Arlington Career Center
816 S. Walter Reed Drive
Arlington VA. 22204
Telephone: (703) 228-5785

And
Ms. Kimberly Wilks
Director, Transportation Services
Arlington Public Schools
2770 South Taylor Street
Arlington Public Schools
Telephone: (703) 228-6636

12. Time of Start and Completion:

- A. Time is of the essence for any Purchase Order issued under this Contract. The Contractor shall commence Work within ten (10) days after receipt of the Purchase Order, or such lesser time as may be directed in the Purchase Order under circumstances requiring immediate attention. Time being of the essence with respect to this Contract, the Contractor shall prosecute the Work diligently, using such means and methods of performance, scheduling and resources as will secure its full Completion in accordance with the requirements of the Contract Documents, and will Complete the Work within the time stated in the Purchase Order.
- B. APS may cancel any Purchase Order, or any part thereof, without obligation to Contractor other than to pay for acceptable Work in place, if completion is not achieved at the time specified in the Purchase Order.

13. Site Visits:

The Owner shall have access to Work in process on the Project Site at all times to determine the progress and to assess the quality of the Work. Except as may be required to comply with specific requirements of the Contract Documents, the Owner shall not have control over or charge of and shall not be responsible for means, methods, techniques, procedures, sequences or safety measures employed in connection with the Work, nor for the failure of the Contractor, Subcontractors, or Sub-subcontractors to perform the Work in accordance with the Contract Documents.

14. Warranties:

- A. The Contractor warrants to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, free of defects, of the latest model, of the best quality, and in strict compliance with the requirements of the Contract Documents.
- B. The Contractor warrants to the Owner that all workmanship will be of the best quality and in strict compliance with the requirements of the Contract Documents.
- C. All materials and equipment furnished under the Contract shall be free and clear of all liens or other claims of any type by any third parties.
- D. All workmanship, materials or equipment not conforming to the foregoing standards may be deemed defective. APS has no obligation to pay the Contractor for Work, materials or equipment rejected as defective until satisfactory correction has been accomplished by Contractor.
- E. All Warranties shall be in effect for the entirety of the Warranty Period, or the manufacturer's standard warranty, whichever is longer. In the event corrective work is required during the Warranty Period, the Warranty on the repaired Work shall extend for one (1) year from the date of acceptance by APS of the completed repairs. The Warranty shall include all parts, labor, transportation, and any other costs necessary to keep the product in good operating condition, but shall not be applicable to damage caused by Owner's misuse of the item or due to normal wear and tear. If seasonal limitations prevent any required performance testing of the completed Work, the Warranty Period for such Work shall begin after the performance tests have been successfully performed.

15. Correction of Defective Work Before and During Warranty Period:

- A. In the event the Work, or any portion thereof, is determined during the Warranty Period to be defective, incomplete or to have been improperly performed, the Contractor shall, within three (3) Days after written notice from the Owner, commence to remove all defective and deteriorated Work and materials and replace it at the Contractor's expense with Work and materials in accordance with the requirements of the Contract Documents and to complete all incomplete Work in accordance with the Contract Documents within a reasonable time period.
- B. In the event the Contractor fails to commence the removal, replacement, completion or correction of such Work within three Days after the date of written notice from the Owner and to complete such Work within a reasonable time period thereafter, the Owner will cause such Work to be performed by other Contractors and the Contractor will be obligated to pay the Owner all costs incurred in the performance of such Work plus an administrative fee of ten percent (10%) within thirty (30) Days following submission by Owner to Contractor of such demand for payment.
- C. The Contractor's Warranty obligations shall remain in full force and effect regardless of whether the Warranty Work was performed by the Contractor or by the Owner.
- D. Defects or nonconformities which are remedied as a result of Warranty obligations shall subject the remedied portion of the Work to an extended Warranty Period of one (1) year from the date upon which such defect or nonconformity was fully remedied or from the date of Final Completion of the Project as a whole, whichever is later, whether such Warranty Work was performed by the Contractor or by the Owner. Any repetitive defect, failure or malfunction identified within the Warranty Period shall remain under Warranty until it has been fully corrected and has performed without defect, failure or malfunction for a period of one (1) year.

16. Contractor Requirements:

- A. The Contractor and all of its Subcontractors for the duration of the Contract are required to comply with all laws regarding authorization to do business in Virginia, licensing, and other regulatory requirements as applicable; to be financially stable; and to provide for performance of the Work a sufficient work force, all of whom are qualified for and experienced in the Work.
- B. The Owner, upon written Notice to the Contractor, and in the Owner's sole discretion, shall have the right to direct the Contractor and its Subcontractors to remove an employee permanently from the Project for any reason. Any individual who is removed from the Project pursuant to this Section may not return without specific permission of the Owner.
- C. The Contractor will ensure that no Work shall be performed in occupied areas on a Project Site during school hours unless express written approval has been granted by the Owner and proper safety precautions have been exercised to isolate the area of the Work.
- D. Tobacco products, alcoholic beverages, illegal drugs, and weapons are prohibited on the Project Site and will constitute grounds for immediate removal of any employee of the Contractor or of any Subcontractor from the Project Site. Sexual harassment, profanity, and inappropriate behavior are not permitted on the Project Site and will constitute grounds for immediate removal of any employee of the Contractor or of any of its Subcontractors.
- E. No Smoking Policy on Arlington Public Schools' property: Contractors and Subcontractors, including their employees or agents, performing work on APS property shall abide by the no smoking policies applicable to the property.
- F. Drug-Free Workplace. For the purposes of this Contract "drug-free workplace" means a Project Site in connection with a specific Purchase Order. All, the employees, Subcontractors and other representatives of Contractor 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 on any Project Site. During the performance of this Contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. 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;
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free work place; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor.

G. Contractor Certification Regarding Criminal Convictions. By signing this Contract, the Contractor affirms the continuing accuracy of the Contractor Certification Regarding Criminal Convictions submitted as Attachment A to its Bid and that it will remain in force throughout the performance of any Work under the Contract. The Contractor acknowledges that its Contractor Certification Regarding Criminal Convictions is applicable not only to Contractor or its employees, but also to its Subcontractors or their employees and Sub-subcontractors or their employees. Contractor shall upon demand from APS provide to APS all information which allowed for the Contractor's certification and which supports that the certification remains current, and further certifies that:

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.

H. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct with Minor.
As a condition of being awarded a Contract, or Contract renewal, 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.

17. Permits, Fees and Notices:

- A. The Contractor shall comply with all local, state and federal laws, regulations, rules or ordinances applicable to this Contract and the Work to be performed hereunder. The Contractor shall also obtain, at its expense, all permits, inspections, licenses, fees and other authorizations necessary for the prosecution of the Work.
- B. The Contractor shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations and directives of any public authority bearing on the performance of the Work. Should the Contractor determine that the Contract Documents, or any of them, do not conform with such laws, ordinances, rules, regulations and directives in any respect, it shall promptly inform the Owner of such fact in writing. Any required changes shall be made by suitable approved Modification. If the Contractor performs any Work when it knew or in the exercise of reasonable care should have known it to be in conflict with such laws, ordinances, rules or regulations without satisfying its Notice obligations to Owner, such action shall be deemed a failure of this condition precedent to a claim and the Contractor shall accept all responsibility and bear all cost relating thereto.

18. Risk of Loss:

All Work, materials and equipment provided by Contractor shall remain the property of Contractor until accepted by Owner as in compliance with the requirements of the Contract Documents, and all risk of loss prior to acceptance by Owner shall be borne by Contractor.

19. Rejection of Work:

The Owner shall have the authority to reject Work that does not conform strictly to the requirements of the Contract Documents. All costs associated with correction of rejected Work shall be borne by the Contractor.

20. Owner's Right to Stop Work/Right to Correct Deficiencies:

If the Contractor does not correct non-complying Work, or is consistent in not supplying and/or furnishing labor, material, and equipment necessary to Work performance, then the Owner has the right to order the Contractor to stop the Work until such time as the Owner approves the Contractor's written plan to correction of such deficiency. Should the Contractor fail within three (3) working Days following issuance of the stop work order to submit an acceptable corrective plan and thereafter to pursue the corrective plan with due diligence, the Owner has the right,

after three (3) days written notice, to correct the deficiencies. In such event the Contractor shall pay to the Owner the Owner's cost of correcting the deficiencies, including any charges for special inspections or tests, plus a markup of ten percent (10%) to cover administrative costs. The Owner's exercise of the right to correct deficiencies shall in no way prejudice or limit any other remedy that the Owner may have.

21. Indemnification:

The Contractor covenants to save, defend, hold harmless, and indemnify the Owner, Arlington County School Board, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs, and attorney's fees, and all reasonable and customary costs of litigation), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of the Work. This indemnification obligation shall survive the termination of this Contract.

22. Payment:

A. Invoices unless otherwise specified in the Contract or in the Purchase Order shall be submitted 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 invoices. Mail invoices, as applicable, to:

Arlington Public Schools
Syphax Education Center
Finance Office
2110 Washington Blvd., 4th Floor
Arlington, Virginia 22204

B. Upon receipt of an invoice, the Owner shall review the Work to determine if the invoice is consistent with the Work in place. The Contractor shall submit such additional information as may be reasonably requested by the Owner to substantiate the amount billed.

C. Payments will be made within thirty (30) days after the later of receipt of an invoice by APS or receipt of additional documentation as requested by APS of all amounts within the invoice approved for payment. All payments shall be net of any prompt payment discount. In connection with any prompt payment discount, 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.

D. APS is exempt from the payment of any federal excise tax or Virginia Sales Tax. The APS Federal Excise Tax Number is 54-6001128. Contractors located outside the Commonwealth of Virginia may charge and collect their local and or state sales tax when the Purchase Order calls for materials to be picked up by APS at the Contractor's place of business outside Virginia.

E. Notwithstanding the foregoing, no less than ninety-five (95%) of the Contract Price stated in the Purchase Order shall be paid until the Owner is satisfied that the Work is Complete.

F. **Price Reduction.** If at any time after the date of Bid Opening the Contractor makes a general price reduction in the comparable price of any Goods or service 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 thereof, including any extensions. 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 a Good or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers generally comparable to Owner which was used as the basis for Contractor's Bid. 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 its 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 Procurement Director/Procurement 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 Procurement Director/Procurement Agent. The Contractor, if requested, shall furnish, within ten (10) days after the expiration or termination of the Contract a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid Opening, or (2) if any such general price reductions were made, that as provided above, they were reported to the Procurement Director/Procurement 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 Procurement Director/Procurement Agent was notified of any such reduction.

23. Audit:

The Owner and its authorized representatives shall have access to all records necessary to perform a complete audit of the Contractor for the purposes of verifying that the certified cost or pricing data submitted were accurate, complete and current. The Owner shall, until the expiration of five (5) years from the date of final payment under this Contract, have the right to examine and copy those books, records, documents, papers and other supporting data which involve transactions related to this Contract or which permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein (the "Records"), and the Contractor hereby covenants to maintain the Records in good order for such time and to deliver promptly the Records to the Owner upon request. There shall be no charge to Owner for conducting any such audit.

24. Award of Subcontracts and Other Contracts for Portions of the Work:

- A. The Contractor shall not enter into any Subcontract with any Subcontractor who is suspended or debarred from participating in any contracting programs by the Commonwealth of Virginia, by any public body within the Commonwealth of Virginia, by the United States government, or by any other state or public body within any other state.
- B. The Contractor shall not enter into any Subcontract with any Subcontractor who or which is not qualified to do business in Virginia in compliance with applicable law or does not have in effect all licenses and trade certifications required by federal, state or local law to perform the Services or to provide the Goods which are the subject of the Subcontract.
- C. Upon request, the Contractor promptly shall file with the Owner a copy of any one or more of its Subcontracts. The Owner has the right to reject any Subcontractor it finds not to be qualified to perform the Work.
- D. No action by the Owner shall relieve the Contractor of any of its responsibilities, duties and liabilities under the Contract Documents. The Contractor shall be responsible to the Owner for the acts, defaults, or omissions of the Contractor's Subcontractors and of its Subcontractors' officers, authorized representatives and employees.
- E. Nothing contained in the Contract Documents or in any Subcontract shall operate to, or otherwise have the effect of, creating a contractual relationship between the Owner and any Subcontractor.

25. Subcontractor and Sub-Subcontractor Agreements:

Work performed by a Subcontractor or a Sub-subcontractor shall be defined by a signed agreement between a Subcontractor and the Contractor, or between a Sub-subcontractor and a Subcontractor, as applicable. Each such agreement shall:

- A. Not contain a provision which purports to negate, conflict with or otherwise compromise the requirements of the Contract Documents.

- B. Not contain a provision which purports to adversely affect the rights of the Owner as such rights are defined in the Contract Documents.
- C. Contain appropriate provisions to give the Contractor the same power to terminate the Subcontract that the Owner may exercise to terminate the Contractor under the provisions of these Contract Documents. The Contractor shall bear all additional expenses due to its exercising of its rights under this Section.
- D. Contain appropriate provisions which bind the Subcontractor to the terms and conditions of this Contract insofar as they are applicable to the Work of the Subcontractor.
- E. Contain a requirement that the Subcontractor shall be bound by and subject to the provisions of the payment requirements of the Contractor to the Subcontractor in regard to payments due by the Subcontractor made to its Sub-Subcontractors.
- F. Require timely processing of applications for payment and of claims for additional costs, damages, or time in order that the Contractor may in turn promptly process such applications or claims in conformance with the Contract Documents.
- G. Contain a provision to the effect that the Owner and its authorized representatives will, until five (5) years from the date of final payment under the Subcontract, have access to and the right to examine and copy those books, records, documents, papers and other supporting data which involve transactions related to the Subcontract.
- H. Contain the same Character and Competency requirements as appear in these Terms and Conditions and require the completion by the Subcontractor and its Sub-subcontractors of the Contractor Certification Regarding Criminal Activity and Employee Certification Regarding Criminal Activity.
- I. Waive the rights of either party against the other in regard to claims for fire or other peril covered by the property insurance required by these Terms and Conditions. Such waiver shall not exclude either party from rightful access to the proceeds of such insurance.
- J. Contain a provision imposing upon the Subcontractor the obligations and restrictions of Section 51 of these General Conditions.

26. Responsibility for Those Performing the Work:

The Contractor shall be responsible and accountable to the Owner for the acts and omissions of the Contractor's employees in connection with the performance of the Work and for any Subcontractors or other persons performing any of the Work under a Contract with the Contractor or a Contract with a Subcontractor or Sub-subcontractor.

27. Payment of Subcontractors:

- A. Within seven (7) days after receipt of payment from the Owner, the Contractor shall:
 - 1. Pay each Subcontractor an amount equal to the percentage of the Work attributable to such Subcontractor; or
 - 2. Notify the Owner and the Subcontractor in writing of the intention to withhold all or part of the amount due a Subcontractor and state the reason for such withholding.
 - 3. In the event the Contractor fails to submit a timely Application for Payment, and that failure is due exclusively to the actions of the Contractor, the Subcontractor shall have the right to be paid by the Contractor upon demand of the amounts due.

4. The Contractor shall pay interest on amounts owed to the Subcontractor which remain unpaid seven (7) days after the Contractor's receipt of payment from the Owner. Interest on such amounts shall accrue at the rate of one percent (1.0%) per month. Amounts owed the Subcontractor which have been withheld as permitted herein shall not accrue interest. Interest on amounts otherwise not paid to the Subcontractor when due under the terms of the Subcontract shall bear interest at the rate of one percent (1%) per month unless the written Subcontract otherwise provides.
- B. Information concerning percentages of completion of work performed by a Subcontractor as shown in an Application for Payment may be made available to that Subcontractor at the sole discretion of the Owner.
- C. Insurance proceeds received by the Contractor under the insurance policies required by these Terms and Conditions shall be equitably distributed to the Subcontractors affected by the insured loss.
- D. The Contractor's obligation to pay an interest charge to a Subcontractor is not an obligation of the Owner. A Contract Modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

28. Owner's Right to Award Separate Contracts:

- A. The Owner has the right to award separate Contracts of the same or a similar nature on the same or similar Project Sites, or for other work on the same Project Sites.
- B. When separate Contracts are awarded, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Contract for construction.
- C. At no additional cost to the Owner, the Contractor shall coordinate the Work with the activities of each separate Contractor with the intent of each Contractor being able to complete its Work in the most time efficient and cost efficient manner under the circumstances.
- D. If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner in writing any apparent discrepancies or defects in such construction or operations performed by a separate Contractor that would render it unsuitable for such proper execution and results. Failure of the Contractor to report such apparent discrepancies and/or defects, or to discover such defects or discrepancies which in the exercise of due diligence as a reasonably competent contractor reasonably should have been discovered, shall constitute an acknowledgment that the separate Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work.

29. Royalties and Patents:

The Contract Price includes all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the use thereof is understood to have been included in the Contract Price and the Contractor shall indemnify and save harmless the Owner and Owner's Representative, their officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process to be performed under the Contract, and shall indemnify the Owner, its officers, agents, authorized representatives, and employees for any costs, expenses and damages which may be incurred by reason of any such infringement at any time during the prosecution and after the completion of the Work. This obligation to defend, hold harmless and indemnify shall include but is not limited to attorneys' fees and all customary and reasonable costs of litigation and expert consultation and testimony. If a Purchase Order contains a direction requiring use of any design, device, material or process which is subject to patent, trademark or copyright protection which Contractor contends was not contemplated by and included in the Pricing Schedule, the Contractor shall give Notice thereof to Owner prior to proceeding with the Work and await direction from the Owner. If the Contractor proceeds with the Work without giving such Notice or without receiving direction from the Owner, the Contractor shall be responsible for all royalties and costs as provided in this Section.

30. Acceptance of Defective or Non-Conforming Work:

The Owner may accept any defective or non-conforming Work; provided, however, that in such event the Purchase Order Price shall be reduced by an appropriate and equitable amount to account for such defect or nonconformity. Such adjustment shall be effected whether or not final payment has been made. Any such acceptance shall not constitute a waiver of approval of the performance requirements of the Contract Documents.

31. Force Majeure:

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

32. Contractor's Insurance:

- A. Prior to commencing any Work, and as a condition precedent to any obligation of the Owner to make any payment to the Contractor, the Contractor shall provide a Certificate of Insurance to the Procurement Director/Procurement Agent confirming that the Contractor has in force the coverage required below prior to the start of any Work under the Contract, and shall maintain such insurance until the expiration or termination of the Contract. All required insurance must be provided by insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. The minimum insurance coverage shall be:
 - 1. Workers Compensation – Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employer's liability at the state statutory limits. For construction Contracts, if any Subcontractors are involved, the Subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract. APS will not accept W/C coverage issued by the Injured Workers Insurance Fund of Towson, Maryland.
 - 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 Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
 - 3. Additional Insured – Arlington Public Schools and Arlington County School Board shall be named as additional insureds in the Contractor's Commercial General Liability policy; confirmation of the Additional Insured shall be typed on the certificate.
 - 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 Procurement Director/Procurement Agent.
 - 5. Contract Identification – The insurance certificate shall state the Contract number and title.

6. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, Non-owned, and Hired). Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- B. 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, and for 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 Work, until final acceptance of the Work by APS.
- C. No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability of obligation under the Contract Documents.
- D. The Contractor shall be responsible for the Work and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.
- E. 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 Contractor.

33. Default and Termination:

A. Contractor's Default

1. The following shall constitute Event of Default by Contractor:
 - a. If the Contractor fails to begin the Work when required to do so; or
 - b. If, at any time during the progress of the Work, the Owner determines that the Contractor is not prosecuting the Work with reasonable speed and diligence, or is delaying the Work unreasonably or unnecessarily; or
 - c. If the force of workmen or the quality or quantity of material furnished is not sufficient to ensure completion of the Work within the specified time and in accordance with the Contract Documents; or
 - d. If the Contractor fails to make prompt payments to suppliers or to Subcontractors for Work performed in connection with the Contract; or
 - e. If the Contractor fails in any manner of substance to observe the provisions of this Contract.
2. Upon the occurrence of an Event of Default by Contractor, the Owner may declare the Contractor in default, in whole or in part, and give to the Contractor three (3) Days written Notice to cure such default. If Contractor fails to cure such default within such three (3) day period, or within such longer time as the Owner, in its sole discretion, may prescribe, the Owner shall have the right to do any one or more of the following in any combination:
 - a. Have the defaulted Work performed by others and charge the Contractor the cost thereof, plus an administrative fee of ten percent (10%) to cover all associated costs of administration and overhead;
 - b. Supplement Contractor's workforce and charge the Contractor the cost thereof, plus an administrative fee of ten percent (10%) to cover all associated costs of administration and overhead;

- c. Repair or replace any defective Work and charge the Contractor the cost thereof, plus an administrative fee of ten percent (10%) to cover all associated costs of administration and overhead;
 - d. Withhold payments due the Contractor and use such payments to satisfy any claims for moneys owed by the Contractor in connection with the Contract, in accordance with any provisions of the Contract Documents;
 - e. Terminate the Contractor's performance of the Contract in whole or in part.
3. Without prejudice to any other rights or remedies the Owner may have, the Owner shall have the right to terminate the Contract immediately upon written notice to the Contractor or, in the Owner's sole discretion, exercise any other rights available to it for default, upon the occurrence of any of the following:
 - a. Institution of legal proceedings by others than the Owner in such manner as to interfere with the progress of the Work and to potentially subject the Owner to the peril of litigation or outside claims; or
 - b. Adjudication of the Contractor as a bankrupt or an assignment for the benefit of creditors by Contractor, the dissolution of the Contractor, or if a sole proprietorship the death or determination of incompetence of the Contractor; or
 - c. Entry of an order in any proceeding instituted by or against the Contractor granting an extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of its debts or liabilities; or
 - d. Appointment of a receiver or trustee for the Contractor or the Contractor's property; or
 - e. Assignment of the Contract or any part thereof without the prior written consent of the Owner; or
 - f. Assignment by the Contractor of any rights, moneys, or claims hereunder in whole or in part, otherwise than as herein specified; or
 - g. Abandonment of the Work to be done under this Contract.
4. Immediately, but no later than three (3) days after receipt of Notice that it is in default hereunder, the Contractor shall discontinue all further operations in connection with the Work, or such specified part thereof, and shall immediately vacate the Project Site, or such specified part thereof, leaving untouched all plant, materials, equipment, tools, supplies and job site records.
5. In the event the Owner declares the Contractor in default in accordance with the provisions of the Contract Documents with respect to a portion of the Work but not the Work as a whole, the Contractor shall discontinue such portion of the Work declared in default, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract and shall not hinder or interfere with any other Contractor or persons whom the Owner may engage to complete the Work for which the Contractor was declared in default. The expense of such completion, plus an administrative fee of ten percent (10%) to cover overhead and administrative costs, shall be paid by the Contractor to the Owner as provided in the Contract Documents.
6. In the event the Owner terminates the Contract for default and it subsequently is determined by any means that the termination was without sufficient justification, the termination shall be deemed to

have been a termination for convenience and the Contractor's damages shall be limited to the provisions of Section 33.C. Termination for Convenience.

- B. **Termination for Failure of Funding:** All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by the Arlington County School Board. In the event of non-appropriation of funds for the Goods or Services provided under this Contract, APS will terminate this 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 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. APS will exert reasonable effort to give thirty (30) Days prior written notice, but failure to give such Notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination.
- C. **Termination for Convenience:** Notwithstanding any other rights of the Owner to terminate this Contract, the Owner shall have the right to terminate this Contract, in whole or in part, at its own convenience for any reason by giving seven (7) days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the lesser of: (1) the actual cost of any Work actually performed or in place and the actual cost of any labor, equipment or materials ordered in good faith which could not be canceled, less the salvage value thereof, plus 10%. Each subcontract shall contain a similar termination provision for the benefit of the Contractor and the Owner. The Contractor shall not be entitled to receive anticipated profits on unperformed portions of the Work. The Owner shall have the right to employ an independent accounting firm to verify any amounts claimed by the Contractor to be due under this Section. In the event a termination by the Owner for default, in whole or in part, subsequently is determined to have been without sufficient justification, such termination shall be deemed a termination for convenience and the Contractor's remedies shall be limited as provided in this Section.

34. Hazardous Substances:

- A. No materials or equipment containing asbestos or any other hazardous material recognized and identified by the State of Virginia Department of Environmental Quality shall be utilized in the construction of the Project. In the event a substitute product is needed and time does not allow for the mandated submittal process, the Contractor shall confirm these materials do not contain asbestos or any other hazardous material as noted above in writing to the Owner or Owner's Representative and will provide the MSDS sheets to the Owner and Owner's Representative prior to being allowed to install the product on the Project.
- B. In the event the Contractor encounters unforeseen hazardous substances in the performance of the Work, such as but not limited to asbestos or lead paint, the Contractor shall immediately suspend Work with the exception of such actions as may be necessary to secure the Site for purposes of public safety, immediately Notify the Owner, and take no further action until receiving written direction from the Owner.

35. Conflict of Interest:

This Contract incorporates by reference Article 9 of the Arlington Public Schools Procurement Resolution as well as all state and federal laws relating to ethics, conflict of interest, or bribery, including but not limited to Va. Code Ann. § 2.2-4367 through § 2.2-4377, Ethics in Public Contracting; the State and Local Government Conflict of Interests Act (§ 2.23100, et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), and Articles 2 (§ 18.2-438, et seq.), and 3 (§ 18.2-446, et seq.) of Chapter 10 of Title 18.2.

36. Immigration Reform and Control Act of 1986:

The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

37. Employment Discrimination by Contractor Prohibited:

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, sexual orientation or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. 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.
- C. 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.
- D. The Contractor will include the provisions of the foregoing Sections A, B, and C in every Subcontract of over \$10,000.00, so that the provisions will be binding upon each Subcontractor or vendor.
- E. Nothing contained in this provision shall be deemed to require the Contractor to grant preferential treatment to, or discriminate against, any individual or any group because of race, color, religion, sex, age, sexual orientation or national origin on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color, religion, sex, age, sexual orientation or national origin employed by such Contractor in comparison with the total number or percentage of persons of such race, color, religion, sex age or sexual orientation or national origin in any community or in the state.

38. Assurances of Compliance:

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended and Title VI of the Civil Rights Act.

39. Small, Minority, Women Owned and Service Disabled Veterans Business Enterprises and Employment Services Organizations:

- A. The Arlington County Human Rights Ordinance, the Virginia Public Procurement Act, and relevant Federal and State Laws, orders and regulations, require Arlington Public Schools to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.
- B. In seeking Subcontractors, suppliers and vendors necessary to perform the Work, the Contractor shall encourage the participation of small businesses, women-owned businesses, minority-owned businesses, service disabled veteran-owned businesses, and employment services organizations as follows:
 - 1. At a minimum, for any portion of the Work the Contractor is not going to perform with its own forces, the Contractor shall contact the Commonwealth of Virginia Department of Minority Business Enterprise to obtain a list of certified businesses in these categories available to perform such work or provide such materials or equipment. The Contractor shall directly solicit bids from at least one certified business in each category to perform such work or provide such materials or equipment, but shall not be obligated to give any preference to any such business in the award of Subcontracts or materials/equipment supply Subcontracts.
 - 2. Identification and direct solicitation of other such businesses by other means is strongly encouraged.
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses.
 - 4. Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation of such businesses.

C. As used in this Section:

1. “Minority individual” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - a. “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - b. “Asian American” means a person having origins in any of the original peoples of the far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - c. “Hispanic American” means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - d. “Native American” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
1. “Employment Service Organization” means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.
3. “Minority-owned business” means a business that is at least 51 percent owned by one or more minority individuals who are United States citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are United States citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
4. “Service disabled veteran” means a veteran who (i) served on active duty in the United States military ground, naval or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.
5. “Service disabled veteran-owned business” means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.
6. “Small business” means a business, independently owned and controlled by one or more individuals who are United States citizens or legal resident aliens, and together with affiliates has 250 or fewer employees, or annual gross receipts of \$10,000,000 or less averaged over the previous

three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

7. “Women-owned business” means a business that is at least 51 percent owned by one or more women who are United States citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more women who are United States citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

40. HIPAA Compliance:

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

41. Governing Law:

The Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

42. Successors, Assigns and Legal Representatives:

This Agreement shall not be assigned, sublet or transferred, in whole or in part, by operation of law or otherwise, by either of the parties hereto except with the prior written consent of the other or as otherwise provided in the Contract Documents. Owner shall be under no obligation to agree to any requested assignment, sublet or transfer. Owner will not consent to any requested assignment, sublet or transfer to any entity who was an unsuccessful Bidder, who was deemed not to be qualified, or who was or is deemed not to be responsible. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall operate to release or discharge the assignor from any duty or responsibility under this Agreement.

43. Non-Endorsement Clause for Contracts & Agreements:

Arlington Public Schools may be identified as a “Participant” in the Goods or Services with the following statement added, “This shall not constitute an endorsement of any products or Services”. For further information, please contact the Arlington Public Schools School and Community Relations office.

44. Advertising and Use of Proprietary Marks or Logos:

Contractor shall not use the name of Arlington Public Schools (APS) or refer to APS, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS. In no event may Contractor use a proprietary mark of APS without receiving the prior written consent of APS.

45. Student Data Usage and Privacy Agreement:

As a condition of awarding a Contract for Work that requires the Contractor to have access to student data, the Contractor is required to sign the Student Data Usage and Privacy Agreement (SDUPA).

46. Confidential Information:

The Contractor, and its employees, agents, and Subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and Subcontractors are informed of, and abide by, this requirement.

47. **APS Employees:**
No employee of APS shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.
48. **Survival of Terms:**
Any provision of this Contract which by its terms or as necessary to carry out its purpose or intent is intended to survive the expiration or termination of this Contract shall so survive. The specific statement of survival in any provision shall not affect the survivable nature of any other provision.
49. **Arbitration:**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.
50. **ADA Compliance:**
Compliance with the Americans with Disabilities Act of 1990 (“ADA”) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold APS harmless from any expense or liability arising from the Contractor’s non-compliance therewith. The Contractor’s responsibilities related to ADA compliance shall include, but not be limited to, the following:
- A. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs; Services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent Services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to Services.
 - B. Effective Communication: The Contractor, upon request, shall provide appropriate aids and Services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor’s programs, Services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.
 - C. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor’s programs, Services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor’s offices or facilities, even where pets are generally prohibited.
 - D. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/Services or reasonable modifications of policy.
 - E. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
 - F. Responding to inquiries from the U.S. Department of Labor.
51. **Intellectual Property Indemnification:**
- A. The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the Services provided hereunder.
 - B. The Contractor further covenants for itself, its employees, and Subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses

any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this Section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

52. Antitrust:

By entering into this 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 or the Commonwealth of Virginia, relating to the Goods or Services purchased or acquired by APS under this Contract.

53. Report Standards:

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

All submittals must be in the required tabular format in a binder.

Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);

The use of plastic covers or dividers should be avoided; and

Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

54. Arlington Public Schools Procurement Resolution and Policies:

The Procurement Agent has no power to change or waive any provision or requirement of the Procurement Resolution, any policies or regulations of the Arlington County School Board, or any applicable provisions of Arlington County ordinances or regulations, all of which are incorporated herein.

55. No Waiver of Sovereign Immunity:

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

56. Headings:

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading refers.

57. Accessibility of Web Site:

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled

“Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: <http://www.ada.gov/websites2.htm>.

58. Entire Agreement:

The Contract Documents constitute the entire agreement between the parties pertaining to the Work and supersedes all prior and contemporaneous agreements, statements and understandings of the parties in connection therewith.

End of Terms and Conditions



Attachment D

Contractor Certification

Regarding Criminal Convictions

The completed form from the Bidder 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 the Contractor, its employees, its Subcontractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the 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 to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
 - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
 - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
 - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.

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.

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.

Unitec Distribution Systems, Inc. Elise Elfman
 Name of Bidder Signature

289 East Green Street
Westminster, MD 21157
 Address of Bidder

Elise Elfman, President/CEO
 Name and Title (please type or print)

410-876-6227, ext. 141
 Telephone

10/17/19
 Date

End of Attachment D

Attachment E

Sample Purchase Order



**Sample Purchase Order
Arlington Public Schools**

PROCUREMENT OFFICE
2110 Washington Blvd
Arlington, Virginia 22204
Telephone: (703) 228-6123

ACCOUNTS PAYABLE
2110 Washington Blvd
Arlington, Virginia 22204
Telephone: (703) 228-6121

**Please note that our billing
address has changed.**

Purchase Order	1901740
Original Order Date	21-AUG-2018
Change Order Number	0
Change Date	
Buyer/Phone	Fred Flinstone
Requisitioner/Ph#/Email	Barney Rubble 703-228-6123 barney_rubble@apsva.us
FEIN	54-6001128
Website:	https://www.apsva.us/purchasing-office/

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

SUPPLIER: SLATE ROCK & GRAVEL COMPANY
301 COBBLESTON WAY
BEDROCK, AZ 86001

Ship To: Arlington Public Schools
Procurement Office
2110 Washington Blvd
Arlington, VA 22204

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
1		Rocks	20-AUG-2018	100	Dollar	\$1.00	\$100.00

The Purchase Order Terms and Conditions found on the Arlington Public Schools Procurement Office Website, at the link provided below, are incorporated in, and become part of, this contract. It is the responsibility of the Supplier to carefully read and understand the Purchase Order Terms and Conditions.

The Purchase Order Terms and Conditions have been amended effective August 17, 2018.

<https://www.apsva.us/wp-content/uploads/2018/08/PO-TsCs-Amended-17-August-2018-1.pdf>

IMPORTANT: There have been a number of recent incidents where scammers are pretending to be school representatives and ordering thousands of dollars of goods. 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. Vendors providing goods or services without a signed APS Purchase Order, do so at their own risk.

Authorized by:

David J. Webb, C.P.M.
Director of Purchasing

Purchase Order Total: \$100.00

Attachment F

Student Data Usage and Privacy Agreement (SDUPA)

This Student Data Usage and Privacy Agreement ("SDUPA") dated [date] is between **Arlington Public Schools**, located at 2110 Washington Boulevard, Arlington, VA 22204 ("APS" or "Customer") and Unifac Distribution Systems, Inc. located at 289 East Green Street West Washington, MD 21157 ("Provider") hereinafter individually a "Party" and collectively "the Parties", APS and Provider mutually agree to the terms of this SDUPA whereby APS will provide the following Data to Provider for the Approved Purposes only.

The Parties hereby agree as follows:

1.0 Definitions

- 1.1. "Agreement" or "Agreements" shall mean any contract or contracts between APS and the Provider for the provision of any Authorized Services.
- 1.2. "Approved Purposes" shall mean the use of Data by the Provider for the purposes of providing services authorized by APS in Agreements entered into between APS and the Provider ("Authorized Services") during the term of the SDUPA., and for no other purpose.
- 1.3. "Data" shall include all Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. Data include, but are not limited to, student data, metadata, forms, logs, cookies, tracking pixels, and user content.
- 1.4. "Subcontractors" shall include Provider subcontractors, subcontractors of Providers subcontractors, their subcontractors, and all successor entities.

2.0 Security Controls

- 2.1 Provider will store and process Data in accordance with commercially reasonable practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 2.2 Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 2.3 Provider will also have a written incident response plan, to include immediate (within one (1) business day) notification of APS in the event of a security or privacy incident involving Data. Provider agrees to share its incident response plan upon request.

3.0 Access and Control

- 3.1 Any Data held by Provider will be made available to APS upon request by APS.
- 3.2 All Data must remain under the direct control of APS to the extent required by FERPA. Where Data is in possession of Provider, APS may direct Provider to take certain actions with regards to the Data, in conformity with the SDUPA and applicable law.
- 3.3 Parents and eligible students must be able to access the Data upon request. This request shall occur through APS to ensure only authorized individuals have access to the Data.
- 3.4 Provider shall use Data solely as necessary to perform Authorized Services. Provider may not access, collect, store, process, or use Data for any reason other than as necessary to provide the Authorized Services.

4.0 Marketing and Advertising

- 4.1 Provider may not use any Data to advertise or market to students or their parents.
- 4.2 Provider may not use Data to target individual students with directed advertisements, and may never directly collect personal information from students under the age of 13.

5.0 Collection and use of Data

- 5.1 Solely for purposes of this SDUPA with respect to Data, Provider is deemed a 'School Official' within the

meaning of that term as defined in 20 USC §1232g et seq., with a legitimate educational interest to the Data performing services and providing functions which would otherwise be performed by APS staff, for the sole purpose of providing Authorized Services.

5.1.1 No relationship of employer and employee is created by this SDUPA or any Agreement. Provider its sub-contractors, and its employees shall not be employees of APS and shall not have any claim under this SDUPA or any Agreement or otherwise against APS for vacation pay, sick leave, retirement benefits, social security contribution, worker's compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. Provider shall not be the agent of APS, nor shall Provider make any representation to the contrary to any third parties.

5.2 Provider may not sell Data or disclose Data to third parties except under provision 5.4.

5.3 Provider will collect and use Data only for the purpose of fulfilling its duties and providing Authorized Services under any Agreement and for improving Authorized Services under such Agreement.

5.4 APS understands that Provider may rely on one or more Subcontractors to perform Authorized Services under an Agreement. Provider shall share the names of these Subcontractors, including sub-subcontractors, with APS upon request. If Provider intends to provide any Data which was received from, or created for APS, to a Subcontractor, then Provider shall require such Subcontractor and sub-subcontractor to countersign this SDUPA. APS reserves the right to reject any Subcontractor if, in its sole discretion, APS determines that such subcontractor or sub-subcontractor is unsuitable for performance of the SDUPA. Provider acknowledges and agrees that the Provider's obligations under this SDUPA shall not be assigned to any other person or entity without the prior written consent of APS, which APS shall be under no obligation to grant. Provider shall include in all subcontracts, and require that its subcontractors include in all sub-subcontracts, acknowledgement and agreement that the subcontractor and sub-subcontractor are bound by the terms of this SDUPA, and if so requested by APS, will execute a separate SDUPA as a condition of acceptance by APS as a subcontractor or sub-subcontractor.

6.0 Data Transfer or Destruction

6.1 Provider will ensure that all Data in its possession and in the possession of any Subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to APS under the direction of APS when the Data are no longer needed to provide Authorized Services, at the request of APS within one (1) month, or as agreed upon between the Parties. Where there is a conflict between applicable law and this SDUPA, the applicable law will prevail.

7.0 Rights and License in and to use Data

7.1 Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of APS and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations.

7.2 This SDUPA shall not be construed to give the Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this SDUPA to provide Approves Services. This includes the right to sell or trade Data.

8.0 Data De-Identification

8.1 Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID.

8.2 Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any third party unless that third party agrees not to attempt re-identification.

8.3 De-identified data may be used to improve the Provider's products or services, but may not be provided to third parties or sold.

9.0 Data Mining

9.1 Provider is prohibited from mining Data for any purposes except as expressly authorized by APS in any Agreement or in this SDUPA. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

10.0 Modification of Terms of Service

10.1 During the term of the SDUPA, Provider will not materially change its methods for the collection, use, and sharing of Data, including its storage and destruction protocols, without advance notice to and consent from APS.

11.0 Precedence Over Agreements

11.1 Unless this SDUPA is specifically amended, in the event of a discrepancy between this SDUPA language and the terms and conditions of any Agreements between APS and the Provider relating to Data, the SDUPA language shall take precedence.

ACCEPTED AND AGREED:

ARLINGTON PUBLIC SCHOOLS

(CONTRACTOR NAME) *UNITEC DISTRIBUTION SYSTEMS, INC.*

Authorized Signature:

David J. Webb

Authorized Signature:

Elise Elfman

Printed Name

David J. Webb, C.P.M.

Printed Name:

Elise Elfman

Title:

Procurement Director/
Procurement Agent

Title:

President/CEO

Date:

December 9, 2019

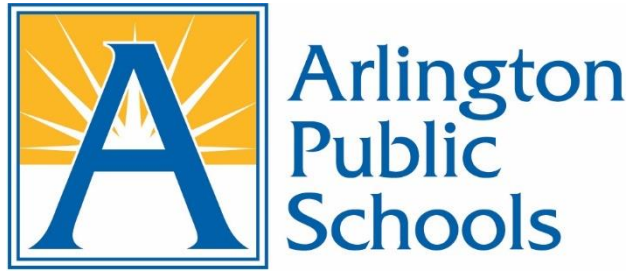
Date:

10/17/19

Attachment G

Arlington Logos for Embroidery, Patches and Silkscreening

1. Logo for Custodial and Maintenance embroidery, patches and silkscreening -



2. Logo for Transportation Services embroidery and silkscreening -



3. Logo for Arlington Career Center Team Culinary embroidery -



Attachment H

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barnes-Bolinger Insurance 95 W. Main Street Westminster MD 21158	CONTACT NAME: Jessica Roop PHONE (A/C No. Ext): 410-848-5800 FAX (A/C No): 410-876-0015 E-MAIL ADDRESS: Jessica@barnesbolinger.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Unitec Distribution Systems Inc 289 East Green Street Westminster MD 21157	NAIC # 10677

COVERAGES CERTIFICATE NUMBER: 899770562 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	EPP 0196670	6/1/2019	6/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EPP0196670	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EPP 0196670	6/1/2019	6/1/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EWC 0331463	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Property		EPP 0196670	6/1/2019	6/1/2020	EPP Deductible 1,041,109 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Uniform Sales
 Contract: 18FY20
 Arlington County School Board is listed as additional insured as respects General Liability using form GA 210 02/07 regarding work performed by the named insured.

CERTIFICATE HOLDER Arlington Public Schools 1426 North Quincy Street Arlington VA 22207	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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