

### **Instructions to Bidders**

**1. Meaning of Terms:**

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

**2. Failure to Comply with Mandatory Requirements:**

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

**3. Bidder Registration, Licensing and Certification:**

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

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

3.3. The Bidder shall include its Virginia Class A Contractor's License Number and expiration date, and all classifications or specialty services certifications. All other registrations, licenses or certifications information and documentation shall be provided in compliance with the fillable fields provided in the Bid Form— Each such license, registration or certification shall show on its face that it is current and valid.

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

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

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

**4. Examination of Bid Documents:**

Each Bidder shall thoroughly examine the Bid Documents. The Bidder's failure or omission to examine any Bid Document shall not relieve the Bidder from any obligations with respect to its Bid or to any Contract which may result therefrom. Each Bidder shall be responsible for the discovery and resolution by inquiry of any ambiguity, discrepancy, error, omission or conflict in

the Bid Documents and Contract Documents which in the exercise of reasonable care a reasonably competent Contractor in the field of work involved reasonably should have discovered, all of which shall be included in the Bidder's Total Bid

**5. Submission of Bids:**

- 5.1 Before submitting a Bid, Bidders are encouraged to visit the site of the Work, fully inform themselves as to all existing conditions and limitations, and shall include in the Bid a sum to cover the cost of all items included in the Contract. Bidders shall be fully responsible for having informed themselves as to all existing conditions for the Work. Any condition or circumstance arising after entering into the Contract which upon reasonable inspection reasonably should have been discovered prior to submitting the Bid shall not be the basis of any claim for adjustment of the Contract Sum or the Contract Time.
- 5.2 If the Owner is aware of any particular invention, design, process, product or device specified in the Contract Documents for use in performance of the Work which is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it is set forth in the Contract Documents. If a Bidder discovers a requirement for any such fee or royalty, the Bidder shall make this requirement known to the Owner in order that an appropriate Addendum may be issued to all Bidders.
- 5.3 The Contractor shall, with its own forces, perform work having a value at least equal to the following percentage of the Total Bid awarded: **10%**
- 5.4 Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements found in the Instructions to Bidders into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for ITB 77FY23 of the Current Solicitations table is a link for Bidders to submit their Bids. ("Link to submit Bid – ITB 77FY23"). To assist Bidders with their Bid submissions, screenshots of the steps required to submit a Bid are attached as Appendix 1 to this ITB.
- 5.5 For a Bid to be considered for award of a Contract, the Bid must be received in the Platform by no later than 11:59 p. m. on Friday, January 13, 2023, ("Bid Closing"). Bidders are strongly encouraged to submit their Bids in advance of Bid Closing to allow sufficient time for the Bids to be uploaded into the Platform before the Bid Closing. The time a Bid is reflected as having been received shall be determined by the time shown under the Activity in the Folder log ("the Log"). If the upload time shown in the Log is after Bid Closing the Bid will be considered non-responsive and will not be considered for Contract award. **Bids received after the Bid Closing shall not be considered. Confirmation is not provided that a Bid has been received in the Platform. However, Bidders can contact Brandon Christian at: brandon.christian@apsva.us or at (703) 228-7649 to request confirmation that its Bid has been received.**
- 5.6 Bids submitted by email or facsimile will not be accepted. Bids **shall not** be received at the Syphax Education Center by mail, express mail, in person, or by courier. Bids shall be submitted only through the Platform.

- 5.7 All Bids must be submitted on the Bid Form provided with the Bid Documents or a copy thereof. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modification, additions or deletions.
- 5.7.1 All blanks in the Bid Form must be completed or noted as not applicable. A notation of “not applicable” or “N/A” shall be used only if the information requested is not a required or mandatory element of the Bid. **It is mandatory that everything in the Bid Form is completed. A price must be entered for each line item to be considered for award. Failure to comply with this requirement shall make the Bid nonresponsive.**
- 5.7.2. Bid amounts shall be stated both in writing and in figures if the blanks in the Bid Form so provide, and shall state the same amount. If there is a variance between the written amount and the numerical amount, the written amount shall prevail.
- 5.7.3. Include only one price for each line item for which a price is to be provided.
- 5.7.4. If there is a variance between a unit price and an extension price, the unit price will prevail.
- 5.7.5. All entries shall be typed or handwritten in ink or other form of permanent marker; pencil shall not be used.
- 5.7.6. In the event there are any erasures or other modifications to previously written or typed entries, each such erasure or other modification shall be initialed by the person signing the Bid and a brief explanation included in the margin on the same page.
- 5.7.7. Each signature appearing on the Bid Form shall be handwritten, shall indicate such person’s authority to bind the Bidder, and shall be accompanied by the name of the signatory and the signatory’s title either typed or printed legibly. A person authorized to bind the Bidder in contractual matters must sign the Bid Form.
- 5.7.7.1 If the Bidder is a corporation, the legal name of the corporation on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation.
- 5.7.7.2 If the Bidder is a limited liability company, registered limited liability partnership, or limited partnership, the legal name of the firm on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer, officers, member, members, partner or partners as applicable authorized to sign Contracts on behalf of the firm.
- 5.7.7.3 If the Bidder is a partnership, the name of the partnership as stated in the partnership agreement shall be set forth above the signature line, together with the signature of the partner or partners authorized to sign Contracts on behalf of the firm.

- 5.7.7.4 If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.
- 5.7.7.5 If the Bidder submitting a Bid is a joint venture, the Bidder shall be identified on the signature line in the name of the joint venture as provided in the written joint venture agreement, and the Bid shall be signed by all venturers by the person authorized to sign Contracts on behalf of each venturer.
- 5.7.8. The Bidder shall provide, in the space provided or directed in the Bid Form, (i) its Social Security number if an individual, or (ii) its federal employer identification number if a business entity other than an individual.
- 5.8 Any Bid received after the Bid Closing, whether through the Platform, by mail or otherwise, will not be considered and will be returned, unopened, without regard to the date of transmission.
- 5.9 Each Bidder must use the attached Bid Form for submitting its Bid. The Bidder shall upload into the Platform one (1) copy of the Bid Form, duly signed with the corporate seal impressed, if applicable, keeping all remaining pages for the Bidder's files. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modifications, additions or deletions. By executing and submitting the Bid Form, the Bidder acknowledges that it has read all Bid Documents, understands them, and agrees to be bound by all terms and conditions therein.
- 5.10 **Submission of Proprietary Information.** The Virginia Public Procurement Act provides limitations on the right of a Bidder to assert that information submitted as part of a Bid is proprietary information or contains trade secrets which are not subject to public disclosure. For any information the Bidder seeks to exclude from public disclosure, the burden shall be on the Bidder to comply with all applicable requirements of the Virginia Public Procurement Act. Any documentation related to such attempt to preserve the limitation of public disclosure of any information shall be submitted as a part of the Bid submission but as a separate Attachment properly marked and paginated to clearly establish the intent of such submission.
- 5.11 Any quantities set forth in the Bid Form or elsewhere in this solicitation are estimates only and are given for the information of Bidders and for the purpose of Bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the Contract Period.
- 6. Bid Security:**
- 6.1. Bids shall be accompanied by a certified check, cashier's check, cash escrow or a Bid bond in an amount not less than five percent (5%) of the amount of the Total Bid as a guarantee that if the Contract is awarded to the Bidder within the later of one hundred and twenty (120) days following Bid Opening or one hundred and twenty (120) days following issuance by the Owner of a Notice of Intent to Award to the Bidder, it will enter into the

Contract for the Project mentioned in the Bid at the amount of the Bid and provide any required performance and payment bonds. The amount of any performance or payment bonds will be determined based on the Contract Price at the time of award, and is subject to adjustment thereafter as provided in the Contract Documents. The obligee or payee on all bonds shall be Arlington Public Schools.

- 6.2. If the Bid security is provided in the form of a Bid bond, the surety company shall be licensed to conduct business in Virginia and be listed on the United States Treasury Department's latest Circular 570. The Bid bond shall be prepared on the Bid Bond Form included in the Bid Documents. The attorney-in-fact who executes such Bid Bond on behalf of the surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the surety on the date of execution of the Bid Bond. A copy of the Bid Bond shall be provided with the Bid
- 6.3. If the Bid security is in the form of cash, certified check, or cashier's check, the Bidder shall submit a Bid with its Bid a security agreement conforming substantially in form and effect to the Bid Bond Form and if the security is a certified check or cashier's check a copy thereof, and shall provide to the Owner the cash, certified check or cashier's check prior to Bid Opening as a condition of the Bid being deemed responsive. The Owner shall be authorized to deposit such check or cash and to apply the funds in accordance with the security requirements set forth herein.
- 6.4. The Bid Bond or Bid security agreement must clearly make reference to the solicitation number and Bid title set forth in the Invitation to Bid.
- 6.5. Bid security in the form of certified checks, cashier's checks or cash will be returned to all unsuccessful Bidders who submitted a certified check or cash within the earlier of rejection of all Bids or one hundred and twenty (120) days after Bid Opening or one hundred and twenty (120) days following issuance by the Owner of a Notice of Intent to Award to the Bidder.
- 6.6. If approved by the Arlington Public Schools' Attorney, a Bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the Bid Bond. Approval shall be sought a minimum of seven (7) business days prior to Bid Closing in order to give the Owner sufficient time to evaluate the request. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the Arlington Public Schools equivalent to a corporate surety's bond.

7. **Guaranty Bonds:**

- 7.1. The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price and the Contract shall not be deemed to have been fully executed until such bonds are provided. Bonds shall be on the forms herein provided and shall be issued by a surety company licensed to conduct business in the commonwealth of Virginia and listed on the United States Treasury Department's latest Circular 570, and otherwise acceptable to Arlington Public Schools. The Performance Bond and the Payment Bond shall be in effect as of the date the successful Bidder signs the Contract, and if

executed prior to the date the successful Bidder signs the Contract shall include written certification from the surety that the bond is effective as of the date of the Contract. If the successful Bidder is a partnership or joint venture all partners or ventures shall execute the bond as principal in a personal and not representative capacity, in addition to execution of the bond by the Contractor as principal. Cost of said bonds shall be included in the Contract Price.

- 7.2 Arlington Public Schools reserves the right to request documentation from the surety company as to its financial capabilities, past experience, and other evidence of security's reliability. In the event that the Contractor's surety company becomes insolvent, bankrupt or in any way is incapable of providing the services, the Contractor shall, within ten (10) days' notice from Arlington Public Schools, furnish new payment and performance bonds to Arlington Public Schools from a surety licensed to conduct business in Virginia, listed on the United States Treasury Department's latest Circular 570, and otherwise approved by Arlington Public Schools Procurement Agent. Any cost in securing new bonding will be the responsibility of the Contractor.

**8. Contract Award:**

- 8.1 A Notice of Intent to Award, or a Notice of Award of Contract, will be posted on the Procurement Office website.
- 8.2 The Apparent Low Bid and the Apparent Low Bidder shall be the lowest responsive Bid from a responsible and qualified Bidder based upon the Total Bid as set forth in the Bid Form. If the Apparent Low Bid is within available funds, the Contract, if awarded, will be awarded to the Apparent Low Bidder for the entirety of the Work identified in the Contract Documents for the Total Bid, subject to such Modifications which may arise subsequent to Bid Opening
- 8.3 If the Apparent Low Bid is not within available funds, the Negotiation Procedures set forth as the Negotiation Procedures in the Event the Apparent Low Bid Exceeds Available Funds in the Invitation shall be implemented and followed.
- 8.4 Arlington Public Schools reserves the right to defer award or notice of intent to award of contract for a period of One Hundred Twenty (120) Days after Bid Opening.
- 8.5 In the case of a tie Bid, preference shall be given to goods, services and construction provided by a Bidder domiciled in Arlington County, if such a choice is available. Like preference shall be given to Bidders domiciled in Virginia when tied with Bidders not domiciled in Virginia.
- 8.6 Whenever the lowest responsible Bidder submitting a responsive Bid is a resident of or domiciled in any other state and such state under its laws allows a resident contractor of that state a preference of any kind, a like preference shall be allowed to the lowest responsible and qualified Bidder, submitting a responsive Bid, who is a resident of or domiciled in Virginia. If the lowest responsible and qualified Bidder submitting a responsive Bid is a resident of or domiciled in a state with an absolute preference, the Bid shall not be considered.

- 8.7. Notwithstanding the provisions of subsections 8.4 and 8.5, in the event that none of the foregoing provisions of this section resolve the tie, the tie shall be decided by lot.
- 8.8. A “responsive Bidder” shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the requirements of the Bidding Documents.
- 8.9. A “responsible Bidder” shall mean a Bidder who has the capability, in all respects, to perform fully the Contract requirements, and the moral and business integrity and reliability which will assure good faith performance, and who has been pre-qualified if applicable to this solicitation.

**9. Withdrawal of Bids:**

- 9.1 All Bids submitted as of the Bid Closing shall remain in effect for a minimum of one hundred and twenty (120) Days following the Bid Opening if not permitted to be withdrawn as provided in these Instructions. If APS fails to either issue notice of intent to award, make an award, or request an extension of Bids prior to the expiration of such one hundred and twenty (120) day period, this solicitation shall be deemed cancelled. APS may request an extension of Bids prior to the expiration of such one hundred and twenty (120) Day period for a time stated in the request. No Bidder shall be required to consent to such extension and, if the Bidder declines to consent to the extension request, its Bid will be deemed withdrawn at the end of the one hundred and twenty (120<sup>th</sup>) Day after the Bid Opening and will not be considered further. For purposes of this circumstance only, the restrictions set forth below on withdrawal of a Bid are not applicable. The Bid of any Bidder who agrees to the extension request shall remain in effect for the period of time stated in the Owner’s extension request.
- 9.2 A Bidder may make a written request to the Procurement Agent to withdraw its Bid at any time prior to the Bid Opening. The request must be time stamped as received by the Procurement Agent prior to the Bid Closing.
- 9.3 After the Bid Opening, a Bidder may make a written request to the /Procurement Agent to withdraw its Bid. The written request must be time stamped as received by the Procurement Agent no later than 5:00 P.M. local time on the first full business day following the Bid Opening.
- 9.4 Whether the request to withdraw a Bid is made before or after the Bid Closing, a Bidder may request withdrawal of its Bid from consideration only if the price bid was substantially lower than the other Bids due solely to a clerical or arithmetical mistake therein, as opposed to a judgment mistake, and was actually due to an unintentional arithmetical error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the Bid, which can be clearly shown by objective evidence drawn from inspection of the Bidder’s original work papers, documents and materials used in preparation of the Bid. The Bidder shall provide the original work papers, documents, and materials within the same time as required for the notice seeking withdrawal of the Bid.
- 9.5 If the Procurement Agent denies the written request to withdraw a Bid, the Bidder shall be notified in writing stating the reasons for the decision. Award of the Contract, if any award is made, shall be made to the Bidder at the Total Bid as is within available funds if the Bidder is a responsible Bidder submitting the lowest responsive Bid.

- 9.6 No Bid may be withdrawn when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five (5) percent.
- 9.7 If a Bid is permitted to be withdrawn, it shall not be considered in determining the lowest responsive Bid.
- 9.8 No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

**10. Rejection of Bids:**

Arlington Public Schools reserves the right to cancel this Invitation to Bid and to reject any and all Bids, and to waive any informality in any Bid received.

**11. Substitutions:**

- 11.1 The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of article desired, but does not restrict Bidders to the specific brands, make, manufacturer, or specification named provided that the Bidder has obtained approval of the substitute as required below. It is to set forth and convey to prospective Bidders the general style, type, character and quality of article desired. Whenever in the Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded as a standard. Any other brand, make of materials, device, or equipment which, in the opinion of the Owner, is recognized as the equal of that specified, and is considered equal in quality, workmanship, design and economy of operation, and is suitable for the purpose intended, will be accepted and may be used in the work if approved as a substitute, except as stated otherwise in Product Requirements.
- 11.2 Substitute materials proposed as equals to materials specified must be submitted in writing to the Owner, in care of the Procurement Agent with full substantiating data for evaluation no later than twenty (20) Days prior to Bid Closing, providing all information in accordance with the required Specification, Product Requirements, in the Contract Documents.
- 11.3. In the event any brand, make, manufacturer or definite specification is intended by the Owner to be the required brand, make, manufacturer or definite specification with no substitutions permitted, the reference thereto shall clearly state that no substitutions are permitted and the designated brand, make, manufacturer or definite specification shall be included in the Bid and provided by the Contractor to whom the Contract is awarded.

**12. Form of Contract:**

The Contract shall be written on the form included with this ITB as a Contract Document, "Agreement Between Owner and Contractor".

**13. Examination of Site:**

Bidders are highly encouraged to visit the Site, compare the Drawings and Specifications with any work in place, and inform themselves of all conditions, including other work, if any, being performed. Failure to visit the Site in no way relieves the successful Bidder from the necessity of



furnishing any materials or performing any Work that may be required to complete the Work in accordance with the Drawings and Specifications without additional cost to the Owner.

Site visit of the existing building will be done with the coordination of Arlington Public Schools Project Manager, Aji Robinson via email ([ajibola.robinson@apsva.us](mailto:ajibola.robinson@apsva.us)). A walk-through for potential Bidders to explore the proposed building Site and existing conditions associated is scheduled for December 12, 2022, at approximately 11:30 A.M. Bidders wishing to attend the Site visit are instructed to send a maximum of two (2) representatives who is not infected/displaying symptoms of COVID-19. The Bidder's representatives shall be required to wear a face covering and will be required to complete a health survey. The number of representatives visiting the Site at any one time will be restricted to a maximum of nine (9). To reserve a place on the Site visit, Bidders are required to contact the Arlington Public Schools Project Manager no later than 5:00 PM on December 9, 2022. The Arlington Public Schools Project Manager will meet the Bidders' representatives promptly at 11:30 A.M. at Door One (1). If there are more than nine (9) reservations received the Arlington Public Schools Project Manager will conduct a second Site visit immediately following the completion of the first Site visit. Bidders' representatives must not enter the building without the Arlington Public Schools Project Manager being present.

**14. Authority to Transact Business:**

Any Bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the Bidder by the Virginia State Corporation Commission must be written in the space provided on the Bid Form. If the Bidder is a joint venture which does not have a SCC identification number, then the name of the joint venture as appearing in the written joint venture agreement shall be provided, all members of the joint venture shall be identified by full name, and each member of the joint venture shall provide its SCC identification number or establish its exemption from such requirement. Any Bidder that is not required to be authorized to transact business in the Commonwealth shall include in its Bid a statement describing why the Bidder is not required to be so authorized. APS may require a Bidder or any member or principal of a Bidder identified above to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, joint venture, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Bidder to provide such documentation shall be grounds for rejection of the Bid or cancellation of the award. For further information prospective Bidders should refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

**15. Interest in More Than One Proposal and Collusion:**

More than one Bid received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, or as a member of a joint venture, will be rejected. Reasonable grounds for believing that a Bidder is interested in more than one (1) Bid for a solicitation both as a Bidder and as a subcontractor for another Bidder, will result in rejection of all Bids in which the Bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Bidders submitting a Bid for the work. Any or all Bids may be rejected if reasonable grounds exist for believing that collusion exists among any Bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

**16. Request for Comments:**

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

**17. Minimum Qualifications of Bidders:**

Refer to Appendix A to Bid Form.

**18. Mandatory Requirement:**

18.1 The following are Class 1 Mandatory Requirements which **must** accompany your Bid. Failure to provide any of the following Class 1 Mandatory Requirements with your Bid will result in the Bid being considered non-responsive and not being considered for Contract award:

18.1.1 Inclusion of the Bidder's current Virginia Class A Contractor's License number and expiration date. This information will be used to confirm the Bidder's classification and/or specialty services of CBC, PLB, ELE, HVAC, FSP.

18.1.2 Required Bid Security in the form of either a certified check, cashier's check, cash escrow or Bid Bond in the amount of five percent (5 %) of the Total Bid.

18.1.3. Completed Bid Form and Appendix A to Bid Form.

18.1.4. If the Bidder is a joint venture, a copy of the written joint venture agreement.

18.1.5. If the Bidder is a partnership, a copy of the written partnership agreement.

18.2 The following are Class 2 Mandatory Requirements which should accompany your Bid, but if omitted the Bidder may be given the opportunity to supplement its Bid in accordance with the restrictions set forth below:

18.2.1. List of Subcontractors for major divisions and/or features of work in compliance with the requirements of Item 17 of the Bid Form.

18.2.2. Pricing Breakdown for Total Bid in compliance with the requirements of Item 13 of the Bid Form.

18.2.3. A completed Insurance Coverage Checklist at Appendix 3 demonstrating it meets the insurance coverage specified in Part 13 of the General Terms and Conditions.

18.3 If a Class 2 Mandatory Requirement is not provided with the Bid of the Apparent Low Bidder, the Apparent Low Bidder will be Notified by the Procurement Office that the omitted Class 2 Mandatory Requirements **must** be received by the Procurement Office by no later than 5:00 PM on the fifth (5<sup>th</sup>) business day following the Notice to provide the information. Failure of the Apparent Low Bidder to provide the omitted Class 2 Mandatory Requirements within the stated timeframe will result in the Bid from the Apparent Low Bidder being considered non-responsive and no longer considered for Contract award. Pricing Breakdown for the Total Bid is to be provided in compliance with the requirements

of Item 13 of the Bid Form.

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

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

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

**19. Employment of Illegal Aliens:**

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

**20. Certification Regarding Criminal Convictions:**

20.1 All Contracts with APS, 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.

20.2 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 or 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.

20.3 The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

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

**21. 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.

**22. Additions/Deletions:**

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

**23. News Releases by Contractors:**

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

**24. Officials not to Benefit:**

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

24.2 Whenever there is reason to believe that a financial benefit of the sort described in paragraph 24.1 has been or will be received in connection with a Bid or Contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the Procurement Agent, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

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

**25. Expenses Incurred in Preparing Bid:**

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

**26. Contractor's COVID-19 Responsibilities:**

In the interest of public safety, health and welfare and to promote compliance with federal, state and local guidelines for mitigating the spread of COVID-19, the Contractor in all aspects of performing the Work and controlling the Project Site shall comply with, and shall take all reasonable steps to ensure that its subcontractors, sub-subcontractors and all other persons on the Project Site during the Contract Period comply with, the COVID-19 Centers for Disease Control and Prevention guidelines for Construction Workers, the NABTU and CPWR COVID-19 Standards for U.S. Construction Sites dated 27 April 2020, Appendix 2 – COVID 19 Instructions, and such other federal, state or local guidelines or regulations as may be promulgated.

**End of Instructions to Bidders**