Notice of Addendum No.1

Date of Addendum No.1: January 30, 2023

Arlington Public Schools
Procurement Office

Invitation to Bid 83FY23

Invitation to Bid Title:	**PoolPak, Dectron and Miscellaneous HVAC Repair and Other Services**
Invitation to Bid Number:	**83FY23**
Invitation to Bid Issue Date:	**January 26, 2023**
Pre-Bid Conference:	**A Pre-Bid Conference will not be held for this Solicitation**
Bid Closing Date/Time:	**February 23, 2023, No Later Than 11:59 P.M. (EST)**
Bid Opening Date/Time:	**February 24, 2023, at 10:00 A.M. (EST)**
Procurement Office Representative:	**Carolina Sorto, Procurement Specialist (703) 228-6193, carolina.sorto@apsva.us**

- **Modifications to the ITB:**

Modification to the ITB: The following modification is made to the Instructions to Bidders to ITB 83FY23 through Addendum No. 1. Modification is highlighted in red for additions and black for deletions.

Q1. Is it possible for Bidders to visit the locations to view the equipment?

A1. Yes. Bidders are to contact Helena Machado (Arlington Public Schools project manager) via email: helena.machado@apsva.us) to arrange a site visit. Sites visits need to be schedule between January 31, 2023 through February 09, 2023. Instructions to Bidders is modified by adding Section 28. Site Visits.

Instructions to Bidders

1. Meaning of Terms:

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

2. Failure to Comply with Mandatory Requirements:

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

3. Bidder Registration, Licensing and Certification:

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

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

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

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

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

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

4. Examination of Bid Documents:

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

5. Bidder's Questions:

5.1. All questions regarding this solicitation, other than those submitted at the Conference, must be submitted in writing via email, addressed to: Carolina Sorto, Procurement Specialist, at carolina.sorto@apsva.us and Steven Bernheisel, Assistant Director of Maintenance Services at steven.bernheisel@apsva.us and must be received by 5:00 P.M. EST, Friday February 10, 2023.

5.2. The Procurement Office will issue written answers to all questions timely submitted. If a Conference is conducted, the Procurement Office will issue written answers to all questions raised at the Conference as an Information Item. Information Items shall be posted on the APS website (www.apsva.us) ("the APS

Website") and shall be posted on Virginia's online electronic procurement system ("eVA"). It is the responsibility of each Bidder to access this information.

5.3. Modification of the Bid Documents shall be accomplished only by written Addendum issued by APS. If the answer to a question modifies the Bid Documents, it will be incorporated in and published as an Addendum. No answer to a question as an Information Item shall be deemed to be an Addendum.

6. Addenda:

6.1. The Bid Documents shall be modified only by written Addendum issued by APS.

6.2. All Addenda shall be deemed to be a part of the Bid Documents.

6.3. All Addenda shall be posted on the APS website and shall be posted on eVA. It is the responsibility of each Bidder to access this information.

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

7. Information Items:

7.1. All questions received timely shall be addressed by written Information Item.

7.2. The Bid Documents shall not be modified by an Information Item.

7.3. All Information Items shall be posted on the APS website and shall be posted on eVA. It is the responsibility of each Bidder to access this information.

8. Submission of Bids:

8.1. Bidders wishing to submit a Bid in response to the ITB are required to upload the Mandatory Requirements, found in the Instruction to Bidders, Section 27, into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. Found under the Due Date column for ITB 83FY23 of the Current Solicitations table is a link for Bidders to submit their Bid. ("Link to submit Bid – ITB 83FY23"). To assist Bidders with their Bid submission, screenshots of the steps required to submit a Bid are provided in this ITB.

8.2. For a Bid to be considered for award of a Contract, the Bid must be received in the Platform by no later than 11:59 P.M. (EST) on Tuesday February 23, 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.**

8.3. Submission of Bids by email or facsimile will not be accepted. Bids **shall not** be received at the Syphax Education Center by mail, express mail, in person, or by courier.

8.4. All Bids must be submitted on the enclosed pages bearing the caption Bid Form (collectively "Bid Form") or a copy thereof.

8.5. **It is mandatory that everything in the Bid Form is completed. A price must be entered for each line**

item to be considered for award. All pages of the Bid Form must be submitted and all blanks in the Bid Form must be completed or noted as not applicable. A notation of "not applicable" or "N/A" shall be used only if the information requested is not a required or mandatory element of the Bid.

8.6. A person authorized to bind the Bidder in contractual matters must sign the Bid Form. Mandatory provisions of this ITB are indicated by the inclusion of the words "shall" or "must" to identify the Bidder's obligations. Failure to comply with any requirement stated as mandatory either in this Invitation or in the Instructions to Bidders shall result in rejection of the Bid as non-responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

8.6.1. Bid amounts shall be stated both in writing and in figures if the blanks in the Bid Form so provide, and shall state the same amount. If there is a variance between the written amount and the numerical amount, the written amount shall prevail.

8.6.2. Include only one price for each line item for which a price is to be provided.

8.6.3. If there is a variance between a unit price and an extension price, the unit price will prevail.

8.6.4. All entries shall be typed or handwritten in ink or other form of permanent marker; pencil shall not be used.

8.6.5. In the event there are any erasures or other modifications to previously written or typed entries, each such erasure or other modification shall be initialed by the person signing the Bid and a brief explanation included in the margin on the same page.

8.6.6. Each signature appearing on the Bid Form shall be handwritten, shall indicate such person's authority to bind the Bidder, and shall be accompanied by the name of the signatory and the signatory's title either typed or printed legibly. A person authorized to bind the Bidder in contractual matters must sign the Bid Form.

8.6.6.1. If the Bidder is a corporation, the legal name of the corporation on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation.

8.6.6.2. If the Bidder is a limited liability company, registered limited liability partnership, or limited partnership, the legal name of the firm on file with the Virginia State Corporation Commission shall be set forth above the signature line, together with the signature of the officer, officers, member, members, partner or partners as applicable authorized to sign Contracts on behalf of the firm.

8.6.6.3. If the Bidder is a partnership, the name of the partnership as stated in the partnership agreement shall be set forth above the signature line, together with the signature of the partner or partners authorized to sign Contracts on behalf of the firm.

8.6.6.4 If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.

8.6.7. The Bidder shall provide, in the space provided or directed in the Bid Form, (i) its Social Security number if an individual, or (ii) its federal employer identification number if a business entity other than an individual.

8.7. Any Bid received after the Bid Closing, will not be considered.

8.8. Each Bidder must use the Bid Form for submitting its Bid. The Bidder shall upload one (1) copy of the Bid Form duly signed with the corporate seal impressed, if applicable, into the Platform, keeping all remaining pages for the Bidder's files. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modifications, additions or deletions. By executing and submitting the Bid Form, the Bidder acknowledges that it has read all Bid Documents, understands them, and agrees to be bound by all terms and conditions therein.

8.9. Submission of Proprietary Information. The Virginia Public Procurement Act provides limitations on the right of a Bidder to assert that information submitted as part of a Bid is proprietary information or contains trade secrets which are not subject to public disclosure. For any information the Bidder seeks to exclude from public disclosure, the burden shall be on the Bidder to comply with all applicable requirements of the Virginia Public Procurement Act. Any documentation related to such attempt to preserve the limitation of public disclosure of any information shall be submitted as a part of the Bid submission but as a separate Attachment properly marked and paginated to clearly establish the intent of such submission.

8.10. Any quantities set forth in the Bid Form or elsewhere in this solicitation are estimates only, and are given for the information of Bidders and for the purpose of Bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the Contract Period.

8.11 APS will not accept, any erasures, exceptions, or modifications to the Agreement or the Terms and Conditions. Bids that include such erasures, exceptions, or modifications shall be deemed non-responsive.

9. <u>Contract Award</u>:

9.1. If an award is made, APS will make the award for this solicitation to as many Bidders as deemed necessary to fulfill the anticipated requirements of APS. The award, if made, will be made first to the lowest responsible Bidder submitting the lowest responsive Bid based on the lowest Bid Evaluation Total amount in the Bid Evaluation Formula set forth in the Bid Form. If APS deems it necessary or in its best interests to make award to more than one Bidder, the additional awards will be made to responsible Bidders submitting responsive Bids in ascending order starting with the second lowest Bid Evaluation Total and continuing until, in the sole discretion of APS, sufficient awards have been made to fulfill the anticipated requirements. In the event multiple awards are made, no minimum percentage of the Work is guaranteed to any Contractor. When multiple awards are made, preference will be given to the Bidder submitting the lowest Bid Evaluation Total in ordering performance, subject to the reasonable discretion of APS in achieving prompt, efficient and acceptable performance.

9.2. Award of any Contract shall not create any minimum or guaranteed quantity of Goods or Services to be ordered by APS during the term of the Contract, which quantities shall be at the sole discretion of APS.

9.3. If the lowest responsive Bid from a responsible Bidder projects to a price in excess of available funds based upon anticipated needs for the Initial Contract term, or exceeds the permissible maximum for a term Contractor, the right is reserved to APS to negotiate with the apparent low Bidder to obtain a pricing structure which will result in the anticipated needs for the Initial Contract term being within available funds. Such negotiation may include consideration of value engineering, substitution of materials or equipment, modification of unit pricing, and such other modifications of the proposed Scope of Work or other Contract requirements which are consistent with the Work as initially solicited and with the public needs APS has a duty to satisfy. APS and the apparent low Bidder will discuss all such proposed means for reduction of the cost of anticipated needs for a period not to exceed sixty (60) days from the Bid Opening, and if unable to reach agreement within that time all Bids shall be rejected and the solicitation shall be cancelled.

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

9.4.1. Preference shall be given to Goods and Services provided by a Bidder who or which is a resident

of, or maintains its principal office in, Arlington County, if such a choice is available.

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

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

10. Withdrawal of Bids:

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

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

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

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

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

10.6. No Bid may be withdrawn when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five (5) percent.

10.7. If a Bid is permitted to be withdrawn, it shall not be considered in determining the lowest responsive Bid.

10.8. No Bidder who is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn

Bid was submitted.

11. Award of Contract:

11.1. A notice of intent to award the Contract or Contracts or notice of Contract award for this solicitation shall be posted on a public bulletin board located in Syphax.

11.2. The initial term of any Contract awarded shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on the last day of the twelfth (12th) month following execution of the Contract by the Procurement Director/Procurement Agent ("Initial Contract Term"), unless otherwise stated in the Contract.

11.3. Any Contract awarded may be renewed for a term not to exceed one (1) year ("Renewal Contract Term") by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein. APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) Renewal Contract Terms at the same terms and conditions.

11.4. APS, at its sole discretion, may, but is not required to, extend any existing Initial Contract Term or Renewal Contract Term for a period of not more than six (6) months to allow for completion of Work in progress at the time of scheduled expiration of the Initial Contract Term or Renewal Contract Term. If the Initial Contract Term or Renewal Contract Term is not extended, all Work shall terminate at the expiration of the Initial Contract Term or Renewal Contract Term in which it began.

11.5. The Contractor agrees that prices shall remain firm for the Initial Contract Term. If consideration is to be given to adjusting the price after the Initial Contract Term or a Renewal Contract Term, the price may be adjusted only upon approval of a written request to the Procurement Director/Procurement Agent. Upon receipt of the Contractor's request, APS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

11.6. The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)

11.7. The request for an adjustment must be received at least thirty (30) days prior to the effective date of the expiration of the Initial Contract Term or Renewal Contract Term and shall become effective only upon approval by the Procurement Director/Procurement Agent. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Procurement Director/Procurement Agent may cancel, without liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

11.8. Submission of a Bid by any Bidder to which an award is made, if made, is a certification that the Bidder has exercised due diligence to become familiar with the anticipated conditions at all Project Sites, become familiar with local conditions under which the Work is to be performed, and has examined all Contract Documents.

11.9. All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the Arlington County School Board ("School Board"). In the event of non-appropriation of funds by the School Board for the Goods or Services provided under the Contract,

APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Services covered by this Contract is spent, whichever event occurs first. APS will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of APS, and APS shall not order any Goods or Services to be provided after such termination date.

11.10. The form of Contract to be signed by APS, if an award is made, shall be the form included in these Bid Documents and identified as "Agreement". Two (2) copies of the Agreement shall be signed by the Owner.

12. <u>Construction Safety</u>:

12.1 The Bidder shall include a list of all the following safety violations which have become final in the three (3) years prior to Bid Closing:

12.1.1. Willful violations, violations for failure to abate, or repeated violations, for which the Bidder was cited by: (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan of any other state; or

12.1.2. Serious construction safety violations for which the Bidder was cited by: (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the occupational safety and health plan of any other state following a report or notification to the Bidder, his agent or employee of such hazard or potential violation by an authorized inspector.

12.1.3. If the Bidder has received or been the subject of no such violations in the previous three (3) years, then the Bidder shall so indicate by sworn affidavit.

12.1.3.1. The sworn affidavit shall consist of a written statement from the Bidder stating they have received no violations listed in 12.1.1 and 12.1.2 above from the United States Occupational Safety and Health Administration, the Virginia Occupational Safety and Health Administration or the occupational safety and health plan of any other state. This statement shall be notarized and included as part of your Bid.

12.2. No Contract shall be awarded to any Bidder who has been the subject of any citations for the violations listed in Section 12.1.1 and 12.1.2 above which have become final in the three years prior to Bid Closing.

12.3. Any Bidder precluded from the award of a Contract by the foregoing provisions may appeal to the Procurement Director/Procurement Agent or his designated representative for an exemption. Such appeal shall be in writing and must be submitted at least seven (7) days within being notified of the preclusion of Contract award. The Bidder may include in the appeal any facts surrounding the violation which may be relevant to the appeal, as well as any safety measures or safety training programs instituted since the violation which precluded the award of a Contract.

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

13. <u>Bid Security</u>:

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

14. <u>Performance and Payment Bonds</u>:

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

15. Quotation Limitations:

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

16. Employment of Illegal Aliens:

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

17. Certification Regarding Criminal Convictions:

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

(1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,

(2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:

(a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),

(b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,

(c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or

(d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

(a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,

(b) abduction with intent to extort money of for immoral purpose in violation of Va. Code Ann. § 18.2-48,

(c) burglary in violation of Va. Code Ann. § 18.2-89,

(d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,

(e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or

(f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

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

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

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

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

19. Additions/Deletions:

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

20. News Releases by Contractors:

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

21. Bidder Interested in More Than One Bid:

If more than one Bid is offered by or on behalf of one party, either directly or by any affiliate or representative, all such Bids shall be rejected. A party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

22. Officials not to Benefit:

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

22.2. Whenever there is reason to believe that a financial benefit of the sort described in Section 22.1 has been

or will be received in connection with a Bid or Contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the Procurement Director/Procurement Agent, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

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

23. Expenses Incurred in Preparing Bid:

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

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

25. Substitutions:

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

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

26. Minimum Qualifications of Bidders:

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

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

27. Mandatory Requirements:

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

27.1.1 Inclusion of the Bidder’s current Virginia Class A Contractor’s License number and expiration date which demonstrates the Contractor has the following DPOR classifications and specialties:

27.1.1.1 DPOR specialty services for HVAC Contractor (HVA)

27.1.2 Completed Bid Form.

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

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

27.1.5 Completed Appendix 1 – Contractor Certification Regarding Criminal Convictions.

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

27.2.1 Pricing Schedule at Appendix 3 in its original Excel format.

27.2.2. A list of any safety violations listed in the Instructions to Bidders, sections 12.1.1 and 12.1.2, from the United States Occupational Safety and Health Administration, the Virginia Occupational Safety and Health Administration or the occupational safety and health plan of any other state which have become final in the three (3) years prior to the Bid Closing Date of this ITB must accompany your Bid; **or**

A sworn affidavit consisting of a notarized written statement from the Bidder stating it has received no violations listed in the Instructions to Bidders, sections 12.1.1 and 12.1.2, from the United States Occupational Safety and Health Administration, the Virginia Occupational Safety and Health Administration or the occupational safety and health plan of any other state must be submitted before Contract Award.

27.2.3 A copy of a comprehensive safety and health plan.

27.2.4 A completed Appendix 2 – Insurance Coverage Checklist, evidencing the required insurance coverages set forth in the Terms and Conditions.

27.2.4 A completed Appendix 5 - Pool Maintenance and Repair Bidders Qualifications Matrix.

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

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

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

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

28. Site Visits:

Bidders are highly encouraged to visit the site(s), to inform themselves of all condition, 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 Scope of Work without additional cost to the Owner. Site(s) Visits should be coordinated by contacting Helena Machado (Arlington Public Schools project manager) via email: helena.machado@apsva.us. Sites visits need to be scheduled between January 31, 2023, through February 09, 2023.

End of Instructions to Bidders