



# INVITATION FOR BID

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## Arlington Public Schools Purchasing Department

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### Invitation # 54FY12

**Issue Date: January 11, 2012      Due prior to 2:00 P. M. Local Prevailing Time February 1, 2012**

#### **TITLE:    TERM CONTRACT FOR PEST CONTROL SERVICES**

Sealed bids, subject to the specifications and conditions contained herein, will be received in the Arlington Public Schools Purchasing Department prior to the date and time stated above. Bidders are responsible for ensuring that Purchasing Department receives their bid submission by the deadline indicated. The time a bid is received shall be determined by the time stamped by the time clock in the Purchasing Department. In the event this time clock is not functioning, the time shall be determined by time displayed on the Simplex wall clock above Room 405. The time on the wall clock will be written on the bid by hand, by Purchasing Department personnel. Bids will be publicly opened and read for the establishment of a term contract with renewals for **PEST CONTROL SERVICES** for Arlington Public Schools. **Bids received after the stated due date and time, whether by mail or otherwise, shall not be considered and will be returned, unopened.**

Your bid must be submitted on the enclosed **BID FORM (Pages 11 through 19)** or a copy thereof. The bidder must complete all blanks or note as not applicable. A person authorized to bind the company in contractual matters must sign the Bid Form. Failure to comply with these requirements shall be cause for rejection of bid.

#### **PRE-BID CONFERENCE**

A pre-bid conference **will not be held** for this procurement. **All questions/requests for information must be submitted in writing, addressed to:** Arlington Public Schools Purchasing Department, Attn: Bid #54FY12, 1426 North Quincy Street, Arlington, VA. 22207. Questions may be submitted by facsimile to (703) 841-0681, or email to [ken.lawson@apsva.us](mailto:ken.lawson@apsva.us) by 4:30 PM, January 18, 2012. After reviewing any questions/requests submitted, the Arlington Public Schools (here after referred to as APS), Purchasing Department will issue an addendum to respond to items it deems necessary. Changes to this bid will be made only by written addendum issued by the APS Purchasing Department.

#### **BID SUBMISSION**

Bids must be received and time stamped or signed in prior to the time, and date stated above to:

#### **BY MAIL, EXPRESS MAIL OR HAND DELIVERY:**

Arlington Public Schools  
Purchasing Dept., 4<sup>th</sup> Floor  
1426 North Quincy Street  
Arlington, Virginia 22207

**1.0 PURPOSE:**

- 1.1 This solicitation is being issued to establish a term contract for "as required" services for **PEST CONTROL SERVICES** for all schools and departments of APS, and will be used as a primary source for the items listed herein.
- 1.2 The labor rates specified by all bidders shall include all direct and indirect overhead costs, transportation, materials, equipment, and other general and administrative cost, etc. Labor rates will be paid only for time at the work site.
- 1.3 APS reserves the right to make purchases from other sources, should the contractor be unable to furnish the required item within the required time frame.

**2.0 SUBMISSION OF BIDS:**

- 2.1 Submission of bids electronically or by facsimile will not be accepted.
- 2.2 Any questions pertaining to this solicitation shall be directed to:

Kenneth Lawson, CPPB  
Logistics Manager  
Purchasing Department  
Arlington Public Schools  
1426 North Quincy Street  
Arlington, Virginia 22207  
Telephone (703) 228-6193  
Facsimile: (703) 841-0681  
[ken.lawson@apsva.us](mailto:ken.lawson@apsva.us)

- 2.3 Each bidder must use the attached Bid Form for submitting their bid. Return two (2) copies of the Bid Form, duly signed, one original and one copy, along with the Pricing Page and Attachments A & B, keeping all remaining pages for your files. By executing the Bid Form, the bidder acknowledges that he has read this solicitation, understands it, and agrees to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. All bids must be received at the following location before the date and time specified: Arlington Public Schools, Purchasing Department, 4th floor, Education Center, 1426 North Quincy St., Arlington, Virginia 22207.
- 2.4 Bids received after the time or date prescribed shall not be considered for contract award and shall be returned to the Bidder.
- 2.5 **BIDS WHICH DO NOT CONTAIN A COPY OF THE REQUIRED VALID AND CURRENT COMMONWEALTH OF VIRGINIA DEPARTMENT OF AGRICULTURE PEST CONTROL OPERATOR LICENSE, CATEGORY CERTIFICATIONS AND THE EMPLOYEE IPM TRAINING CERTIFICATES MAY BE REJECTED.**
- 2.6 **A SAMPLE OF THE PROPOSED INVOICE SHOULD ACCOMPANY YOUR BID.**
- 2.7 If APS offices **are closed for any reason** on the date of the bid opening, the scheduled bid opening will be extended to the next business day offices are open prior to the time set for the opening.

**3.0 SPECIFICATIONS:**

- 3.1 Work is to be performed at forty-two (42) APS facilities including elementary schools, middle schools, high schools, swimming pools, adult education schools and administrative offices. The minimum areas to be

inspected and treated are: main office, gang restrooms, clinic, custodial closets, kitchens/cafeterias/multi-purpose rooms, work and family studies kitchen labs (middle school and high schools only), teacher lounges and exterior grounds. Inspection and treatment must meet APS standards and expectations. Locations may be added or deleted at any time through out the contract period at the discretion of APS.

- 3.2 The Pest Control Operator must also inspect and treat as necessary, all other areas as indicated by the school staff, the Pest Control Sighting Log and work orders approved by Plant Operations.
- 3.3 The contractor shall provide all chemicals, supplies, equipment, vehicles, insurance, training, uniforms and identification badges. The Contractor shall supply at no cost, between scheduled visits, glue boards, roach bait stations, light traps for fly control (including bulbs and sticky papers), fly bait in summer and pyrethrin spray.
- 3.4 The contractor shall publish a work schedule for approval by Plant Operations one month before the scheduled visits. The Pest Control Technician will follow the published monthly schedule and inspect all areas cited in paragraph 3.1 and 3.2 above. A minimum of ½ hour shall be spent at each elementary school and ¾ hour at each middle and high school. Plant Operations Management must approve any changes from the published schedule. The Pest Control Technician will commence work in the schools no earlier than 4:00 PM., unless directly specifically by APS. Regular work hours shall be considered as 4 PM till 10 PM Monday through Friday. Overtime rates will only be paid for Saturday, Sunday and holiday work. Arlington Public Schools follows the holidays listed in Attachment C. Upon arrival at the school, the Pest Control Technician will report to the main office or to the evening Building Supervisor in secondary schools or the Lead Custodian in the case of elementary schools. The Building Supervisor or Lead Custodian will escort the Pest Control Technician to each area in the building. Due to security issues, keys will not be issued to or given to the Pest Control Technician.
- 3.5 The Pest Control Technician must be appropriately dressed in a uniform with the company logo and display a company issued picture I.D. indicating that the technician is an employee of the pest control company.

3.6 Supervision

Bidders must be experienced in extermination of pests (rodents and insects), possess a valid and current Pesticide Business License as issued by the Commonwealth of Virginia Department of Agriculture. Pest Control Technicians may work in APS facilities provided they do so under the supervision of an appropriately licensed Pest Control Operator and they are certified in the following Commonwealth of Virginia Commercial Pesticide Applicator Categories:

- 3.6.1 Category 3A - Ornamental Plants
  - 3.6.2 Category 6 – Right of Way
  - 3.6.3 Category 7A - General Pest Control
  - 3.6.4 Category 7B - Wood Destroying Pest Control
  - 3.6.5 Category 8 – Public Health Pest Control
- 3.7 Certification of completed IPM training is also required. Copies of the license and all certifications of each employee that will be assigned to work in APS sites are required to be submitted with your bid.
  - 3.8 The Pest Control Operator is responsible for providing properly trained technicians for the required services and ensuring that their staff working in the schools are appropriately registered or certified. The Pest Control Operator carries full responsibility for the professional conduct of the registered technicians who carry out the pest control work at APS. Any technician who does not maintain the appropriate registration will not be permitted to perform work in or around APS facilities. The Pest Control Operator will provide a list of names of the technicians who will be servicing the various locations and identify the technician assigned to specific locations. Any change in personnel must be submitted, in writing, to the Plant Operations representative in

advance of such changes. If a change is approved by Plant Operations, the technician shall be trained by The Pest Control Operator. Technicians working in APS facilities must follow the same rules as APS employees regarding conduct and interactions with school staff, students and building users. The Pest Control Operator shall remove and replace any technician from the contract who, in the judgment of APS, fails to adhere to the requirements of appropriate conduct and performance of his or her duties. The Pest Control Operator is solely liable for the actions and conduct of their employees while on APS property.

3.9 The Pest Control Operator will provide Plant Operations with cell phone numbers of all technicians assigned to APS locations.

3.10 Material Safety Data Sheets, List of Chemicals and Products

3.10.1 The contractor must provide a copy of the Material Safety Data Sheets for all products or proposed changes to products prior to their use in any APS facility. Pest control chemicals and products must be used in accordance with federal, state and local regulations and in conformance with label instructions.

3.10.2 Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract. All materials used under this contract must be in compliance with Federal and State regulations and specifically approved for areas in which they are to be used. The contractor must provide a list of proposed chemicals to be used in APS buildings prior to scheduled treatment. Plant Operations staff will review and approve in advance the proposed chemicals, chemical delivery systems, supplies or procedures that the contractor may wish to utilize. Plant Operations staff may reject any chemicals, chemical delivery systems and treatment protocols from use by the contractor without explanation.

3.11 Integrated Pest Management

3.11.1 APS uses an Integrated Pest Management (IPM) program for prioritizing and defining treatment protocols. The contractor shall provide a written plan to Plant Operations staff for approval and perform all work according to these specifications:

3.11.1.1 IPM Approach - Is a systematic approach to reducing pest damage to tolerable levels using a variety of techniques. IPM combines biological, cultural, physical and chemical tools in a way that minimizes health and environmental risks. IPM is a targeted approach that relies on monitoring pest populations and applying knowledge of pest biology to achieve the best control. Biological approaches to pest control are to be attempted before chemical applications are used. The Pest Control Operator must be capable of providing a written IPM plan and must demonstrate proficiency and knowledge with implementation of an IPM plan.

3.11.1.2 Preventative Methods (non-chemical) - Monthly Building Inspection and Treatment: the Contractor will inspect inside and outside the facility, around the dumpsters, all crawl areas (with the exception of crawl areas which have been identified as containing asbestos material), around all points of possible entry and drop ceilings, looking for and notating pest entry points.

3.11.1.3 Reporting/Communicating Deficiencies - Sanitation and Maintenance concerns that attract, feed and harbor pests are the first line of defense in controlling pest populations. The Contractor will report, in writing, any structural or sanitation deficiencies to Plant Operations Management. The contractor shall meet monthly with an APS representative to discuss problem areas, structural problems, concerns regarding any of the buildings and a remediation plan and chemical treatment recommendation.

3.11.1.3.1 A separate report will be made for all three (3) swimming pools. The Wakefield High School Pool is in a building that is detached from the main school but the pools at Washington-Lee and Yorktown High Schools are inside the main school building.

- 3.11.1.4 Correction of Deficiencies -The contractor will recommend methods of denying access or habitat to pests, to the Building Supervisor or Lead Custodian, i.e. fixing water leaks, structural damage, sanitation improvements or other deficiencies which could harbor pests. The contractor will also inform Plant Operations Management of any termite infestation.
- 3.11.1.5 Preventative Methods (chemical) - The contractor will state on the IPM Report product(s) used, date used, location and reason.
- 3.11.1.6 Areas to treat with chemicals:
  - 3.11.1.6.1 All accessible crawl areas which need chemical treatment to control pests. The Contractor will check with each location contact person to insure that a crawl space does not contain asbestos material before entering the crawl space.
  - 3.11.1.6.2 All rodent holes will be treated with rodenticide sufficiently deep enough to ensure it is out of the reach of the public and domestic animals.
  - 3.11.1.6.3 Spaces in drop ceilings and kitchen areas where infestations are found.
  - 3.11.1.6.4 Monitoring for, and application of pesticides containing *Bacillus* species to control mosquito larvae contained in standing water. Management of Storm Retention ponds is included in this contract.
- 3.11.1.7 When to treat with chemicals:
  - 3.11.1.7.1 The Contractor will treat with chemicals when all other methods of control have proven ineffective.
  - 3.11.1.7.2 The Contractor will use the LEAST toxic chemicals to control pests. Other approved chemicals will be used only if the least toxic chemicals prove to be ineffective in controlling pest populations.
  - 3.11.1.7.3 The Contractor will communicate in writing, with the contact person(s) at the department's location to ensure areas to be chemically treated are unoccupied until the treated area is safe to re-occupy.
  - 3.11.1.7.4 Any active exterior rat or mice burrows shall be treated and then sealed with steel wool or other authorized deterrent
- 3.11.1.8 Ornamental/Right of Way/Public Health/Bed Bug/Termiticides: Ornamental, Right of Way, Public Health, Bed Bug or Termite treatment will be performed only at the request of Plant Operations Staff. (This action will be authorized through a separate purchase order). A Time and Material quote must be submitted to Plant Operations Management in advance of each job for APS approval prior to commencement of the job. Material will be reimbursed at the actual invoiced cost with no mark up. It is estimated that we will only need a total of eight (8) Ornamental, four (4) Public Health and two (2) Termite treatments per year.
- 3.11.1.9 Follow-up Procedures:
  - 3.11.1.9.1 The Contractor will follow-up, within fourteen (14) working days of any treatment in an infested area(s) to ensure eggs that have hatched will be eliminated.
  - 3.11.1.9.2 An additional follow-up will be done if the first follow-up proves to be unsuccessful in controlling pests. Highest priority is given to those situations posing harm to students and staff, or damage to school property. These situations typically include rats, termites and other wood-boring insects, stinging

insects, dead animals and serious roach and rodent infestations in the food service operation areas.

- 3.11.1.10 Arlington County Code does not allow honeybee nests to be destroyed. Identified nests will be safely relocated to an appropriate location by a local beekeeper.
- 3.11.1.11 The following chemicals and supplies are typically used in the routine inspection and treatment of the interiors of APS facilities: glue traps, roach motels, pheromone traps, gels, crack and crevice treatment. The following chemicals and supplies are typically used in the routine inspection and treatment of the exterior of APS: bait stations, bee traps, wasp and hornet spray and tracking powder. Glue trap, roach motel and pheromone traps placement must be indicated on Generic Room layout and dated with each inspection and installation.
- 3.11.1.12 Due to the nature of schools, their clientele and circumstances under which they operate, certain protocols must be observed:
  - 3.11.1.12.1 Safety is absolutely paramount. No chemicals or protocols may be used that would endanger the safety or life of a student, staff member or other building user.
  - 3.11.1.12.2 No pesticides may be used while the room is occupied.
  - 3.11.1.12.3 Rodenticides or any bait blocks or pellets may not be used in a building unless they are absolutely beyond reach of building users (above the ceiling tile for example) and then only under the direction and authorization of the Plant Operations Management.
  - 3.11.1.12.4 Rodenticides used on the exterior are to be placed in secured containers (bait boxes for example) and secured to prevent tampering, movement and handling by the general public.
  - 3.11.1.12.5 Powdered rodenticides, bait blocks and pellets are permissible for use in burrows.
  - 3.11.1.12.6 Approved bait boxes and glue-boards shall be used in all food areas.
  - 3.11.1.12.7 Snap traps may be used upon authorization from Plant Operations and when schools are not in session for a week or longer and an appropriate schedule has been agreed upon by both APS and the contractor.
  - 3.11.1.12.8 Fogging and like procedures must be approved by Plant Operations Management prior to implementing at school sites.
- 3.11.1.13 Communication with school staff and Plant Operations management is essential to the success of the program. Communication typically includes interviewing staff regarding perceptions and observations, explaining pest control protocols and addressing staff concerns in a professional and polite manner. If the Pest Control Technician observes or has concerns regarding APS staff or areas of the pest control program, such as: access to the building, areas within the buildings, pest control issues, personnel-related issues, serious infestations, discussions involving community members, or maintenance deficiencies, they should contact the Plant Operations Department at the earliest opportunity.
- 3.11.1.14 Inspection is an important component of the program. Areas must be inspected thoroughly. The Pest Control Operator must report any conditions that encourage harborage, feeding or support the growth of pest infestations.

- 3.11.1.15 Monitoring is also an important component of the program. The Pest Control Operator must check all bait boxes monthly for activity and restock with fresh bait as necessary. Installation and inspection dates must be written on the boxes. Plant Operations may request Pest Control Operator to check bait boxes more frequently within a month's time.
- 3.11.1.16 Monitoring station placement must be indicated on the Generic Room Form provided by APS and submitted with the IPM Service Report. Activity must be noted in "Comments" section of IPM Service Report. Exterior grounds inspections and treatment shall consist of central courtyard perimeters, ponds, egress, dumpster and trash management areas.

### 3.12 Documentation

- 3.12.1 The Pest Control Operator must submit a monthly inspection schedule to APS Plant Operations for approval no later than the third week of each month before the scheduled inspection.
- 3.12.2 The contractor shall provide a pest Management Plan (PMP) for each APS location that includes the following:
  - 3.12.3.1 Identify the proposed methods for control of pests.
  - 3.12.3.2 Type of baits, chemicals, gels, etc to be used for each location.
  - 3.12.3.3 Site specific methods of application proposed for each location.
  - 3.12.3.4 Identification of problem areas.
  - 3.12.3.5 Identify and recommend housekeeping remediation to reduce pest infestations.
  - 3.12.3.6 Identification of equipment, structural features or management problems contributing to infestations.
- 3.12.3 Pest Control Operator must completely fill out the IPM report after each site visit. The following sections must be filled out: infestation codes, maintenance, types of chemicals or gels used, recommendations, header, comments section and areas serviced. A monthly inspection, evaluation and analysis of data to assess the presence of pest population in interior room areas and exterior grounds of each building, will be provided by contractor.
- 3.12.4 IPM reports must be delivered or faxed to the Board Plant Operations office by the Monday following the previous week of work. Work orders must be completed per instructions of APS. Completed work orders must be delivered or faxed by the Monday following the week the service was completed. Emergency work orders must be completed per the instructions provided by APS (same day or otherwise assigned date).
- 3.12.5 Emergency work orders may be called in, faxed or e-mailed with specific instructions for a defined timeline for work to be completed. This work will be done at a Firm, Fixed Price. It is estimated that we will have twelve (12) Emergency Work Orders each month.
- 3.12.6 Service tickets must be signed by the technician and the custodial building supervisor or lead custodian.
- 3.12.7 Invoices must be submitted in a timely manner in order to be processed and paid by APS.
- 3.12.8 Invoices must include the following information: invoice number, service provided (standard service or emergency), service date, fees, technician name and signature. Service tickets must accompany invoices. APS will not pay from a statement. Invoices, completed work orders, service tickets and IPM reports must be submitted to: Plant Operations 2770 South Taylor Street Arlington, VA 22206. A sample of the proposed invoice must accompany your bid.

3.12.9 The bidder must provide three (3) references of similar size, number of locations and contact persons in which the bidder is currently servicing or has a valid contract with.

3.13 Service Tickets

3.13.1 Calls made under this contract for delivery, or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket which shall be prepared by the Contractor in triplicate, or which shall be prepared by the Contractor in duplicate, with one additional duplicated copy furnished. The Contractor's Sales/Delivery Ticket shall contain the following information:

3.13.1.1 Contractor's Name

3.13.1.2 Purchase Order and Call Order Number

3.13.1.3 Date of Purchase

3.13.1.4 Itemized list of supplies furnished

3.13.1.5 Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.

3.13.1.6 Name of authorized representative ordering the supplies

3.13.1.7 Name of Arlington Public Schools Agency receiving the supplies.

3.13.2 In all instances, the Contractor's Sales/Delivery Ticket will be prepared in triplicate or will be prepared in duplicate with an additional duplicated copy attached, whether delivery is made by the Contractor or pick up is made by an authorized representative of the Arlington Public Schools at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed in triplicate or in duplicate with a signed duplicated copy attached, by the designated representative of Arlington Public Schools, and one copy being retained by the Contractor.

3.14 Contact Administration Contact Person

In the event a contract is executed with your firm as a result of this solicitation, indicate the person(s) we may contact for prompt contract administration regarding service and the pricing schedule.

3.15 Descriptive Literature - Required

All bidders are required to furnish, with his bid, catalog cuts and/or descriptive literature, in DUPLICATE, properly labeled with bid number, bid item number and bidder's name, with full illustrations and detailed specifications for each item offered as equal to the brand name specified. In addition, all differences in specifications from brand name must be so marked. Descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation, as appropriate. **FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE MAY BE CAUSE FOR REJECTION OF THE BID.**

**4.0 CONTRACT AWARD:**

4.1 APS will make the award for this solicitation to a minimum of one (1) and a maximum of three (3) bidders based on the lowest responsive bids for Parts 1, 2 and 3 in the Bid Evaluation Procedures on Page 19. APS may also make a separate award for Part 2, Ornamental & Right of Way, if the lowest responsive and responsible bidder is only licensed to perform these services.



- 4.2 APS reserves the right to add similar services or delete services specified in the subsequent contract as requirements change during the period of the contract. Prices for services to be added to the contract will be mutually agreed to between APS and the Contractor. A contract amendment will be issued by the APS Purchasing Department for each addition or deletion of services if approved by the Purchasing Agent.

## **5.0 PERIOD OF CONTRACT AND RENEWALS:**

- 5.1 The period of this contract shall be from **DATE OF AWARD**, through **June 30, 2013**.
- 5.2 This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for four (4) additional one-year periods at the same terms and conditions upon mutual agreement of the Contractor and APS.
- 5.2.1 The contract unit prices will remain firm from the date of contract award through June 30, 2013. The unit prices for ensuing contract years shall be based on the movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U). The contract unit prices shall be limited by the Purchasing Agent up to an amount equal to the percentage of movement of the CPI-U for the twelve (12) month period ending in the month of April of each contract year. The contract unit prices changed as a result of this formula will become effective on July 1, the anniversary of the contract and shall be binding on the Contractor for the ensuing contract year.
- 5.3 APS, at its discretion, may extend the initial contract term or contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.
- 5.4 Notice of intent to renew will be given to the Contractor in writing by the APS Purchasing Department, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit APS to a contract renewal.)
- 5.5 Any Price decreases shall be made in accordance with paragraph 66 of the General Conditions & Instructions to Bidders.

## **6.0 INVOICING PROCEDURE:**

- 6.1 The Contractor shall submit a Summary Invoice after each delivery, listing the Service Ticket numbers covering services performed during the billing period. The invoice must be accompanied by one copy of each signed Delivery Ticket.
- 6.2 Invoices will be delivered to the following address:
- Arlington Public Schools  
Plant Operations Office  
2770 South Taylor Street  
Arlington, VA. 22206
- 6.3 The invoice shall contain the applicable Purchase Order number, and the name of the Agency receiving the service.

## **7.0 SPECIAL PROVISIONS**

- 7.1 Order Of Precedence

In the event of conflict, the Acceptance Agreement of this solicitation shall take precedence over the General Conditions and Instructions to Bidders, included herein.

## BIDDERS CHECKLIST

This is a checklist of major items that bidder(s) must include with their submission. Bidders(s) should read this solicitation very carefully and meet all required provisions. In the event of conflict or omission, requirements in the Special Provisions or General Provisions of this solicitation shall take precedence over this checklist.

X	DESCRIPTION OF ITEM	
	1.	Cover Sheet must be filled out completely and shall have the Vendor's Legally Authorized Signature.
	2.	As specified, on Page 2, Section 2.5 – Copy of the Pest Control Operators License. <b>FAILURE TO PROVIDE A COPY MAY BE CAUSE FOR REJECTION OF THE BID.</b>
	3.	As specified, on Page 2, Section 2.5 – Copies of the Employee Certifications in VA. Pest Control Categories 3A, 6, 7A, 7B and 8. <b>FAILURE TO PROVIDE A COPY MAY BE CAUSE FOR REJECTION OF THE BID.</b>
	4.	As specified, on Page 2, Section 2.5 – Copies of the Employee IPM Training. <b>FAILURE TO PROVIDE A COPY MAY BE CAUSE FOR REJECTION OF THE BID.</b>
	5.	As specified, on Page 2, Section 2.6 – Copies of the Sample Invoice. <b>FAILURE TO PROVIDE A COPY MAY BE CAUSE FOR REJECTION OF THE BID.</b>
	6.	<b>BID ONLY ONE PRICE FOR EACH LINE BOX.</b>
	7.	<b>TWO COMPLETE COPIES OF YOUR BID FORM</b> (Pages <u>13</u> through <u>21*</u> ) must be received <b>PRIOR</b> to the specified date and time to the indicated address or the bid will not be accepted.
	8.	Late bids ( <b>even a minute</b> ) are not accepted.

**\*- Page 21 must be submitted if any of your employees have any criminal convictions.**

**ARLINGTON PUBLIC SCHOOLS**

**BID FORM**

**Term Contract for PEST CONTROL SERVICES**

**Invitation for Bid # 54FY12**

**Due Prior to 2:00 PM, February 1, 2012**

The time a bid is received shall be determined by the time stamped by the time clock in the Purchasing Department. In the event this time clock is not functioning, the time shall be determined by the time displayed on the Simplex wall clock above Room 405. The time on the wall clock will be written on the bid by hand, by the Purchasing Department staff.

**SUBMIT PAGES 11 THROUGH 19 AS YOUR BID RESPONSE**

The Bidder proposes and agrees, if this bid is accepted within 60 days after the bid opening date, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Bidder is required to note any and all exceptions to the bid requirements on the Bid Form or by an attachment to the Bid Form.

**PLEASE PLACE YOUR BID PRICES AS INDICATED ON PAGES 14 through 19 :**

**FULL LEGAL NAME OF BIDDER** \_\_\_\_\_

Remittance Address (If different):

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

DATE: \_\_\_\_\_

TAX ID NUMBER (EIN/SSN): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**CONTACT FOR ADMINISTRATION:**

NAME: \_\_\_\_\_

ADDRESS: (Office) \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: (Office) \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_



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**STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER**

Under paragraph 22. of the General Terms and Conditions, the bidder agrees, if this bid is accepted by APS, for such services and/or items, that the bidder has met the requirements of the Virginia Code Section 2.2-4311.2.

Please complete the following by checking the appropriate line that applies and providing the requested information

1.  Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The bidder's identification number issued by the SCC is \_\_\_\_\_. (*The SCC number is NOT your federal tax Identification number*).
2.  Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's identification number issued to it by the SCC is \_\_\_\_\_.
3.  Bidder does not have an identification issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_

*Please attach additional sheets if you need to explain in further detail why such bidder is not required to be authorized to transact business in Virginia.*

**In compliance with VA Code § 2.2-4343.1, Arlington Public Schools does not discriminate against faith-based organizations.**

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

No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_ No. \_\_\_\_\_ Date \_\_\_\_\_

In compliance with this Invitation for Bid and subject to all conditions thereof and attached hereto, the undersigned offers and agrees, if this bid be accepted within 60 calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with APS.

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**My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with APS.**

**SIGNATURE:** \_\_\_\_\_  
(Person signing must be authorized to bind the bidder in contractual matters)

**TITLE:** \_\_\_\_\_  
(Applicable for Partnership/Corporation)

**NAME:** \_\_\_\_\_  
(Type or Print)

**DATE:** \_\_\_\_\_

**PRICING SCHEDULE**

ITEM No.	DESCRIPTION	ADMINISTRATOR	FREQUENCY	MONTHLY PRICE (Firm, Fixed Price)	EMERGENCY SERVICE PRICE (Firm, Fixed Price)
1.	ABINGDON ELEMENTARY 3035 S. ABINGDON ST. ARLINGTON, VA 22206	Joanne Uyeda	PER MONTH		
3.	ARLINGTON SCIENCE FOCUS 1501 N. LINCOLN ST. ARLINGTON, VA.22201	Mary Begley	PER MONTH		
3.	ARLINGTON TRADITIONAL 855 N. EDISON ST. ARLINGTON, VA 22205	Holly Hawthorne	PER MONTH		
4.	ASHLAWN ELEMENTARY 5950 N. 8TH RD. ARLINGTON, VA 22205	Judy Apostolico-Buck	PER MONTH		
5.	BARCROFT ELEMENTARY 625 S. WAKEFIELD ST ARLINGTON, VA 22204	Miriam Hughey-Guy	PER MONTH		
6.	BARRETT ELEMENTARY 4401 N. HENDERSON RD. ARLINGTON, VA 22204	Theresa Bratt	PER MONTH		
7.	CAMPBELL ELEMENTARY 737 S. CARLIN SPRINGS RD. ARLINGTON, VA 22206	Sandra Lochhead-Price	PER MONTH		
8.	CAREER CENTER 816 S. WALTER REED DR. ARLINGTON, VA 22204	Nancy Opsut	PER MONTH		

**PRICING SCHEDULE (Continued)**

ITEM No.	DESCRIPTION	ADMINISTRATOR	FREQUENCY	MONTHLY PRICE (Firm, Fixed Price)	EMERGENCY SERVICE PRICE (Firm, Fixed Price)
9.	CARLIN SPRINGS ELEMENTARY 5995 S. 5 <sup>TH</sup> ROAD. ARLINGTON, VA 22204	Corina Coronel	PER MONTH		
10.	CLAREMONT SCHOOL 4700 S. CHESTERFIELD RD ARLINGTON, VA. 22204	Cintia Johnson	PER MONTH		
11.	CLARENDON ED. CENTER 2801 Clarendon Blvd., ARLINGTON, VA. 22201	Kris Martini	PER MONTH		
12.	DREW ELEMENTARY 3500 S. 23RD ST. ARLINGTON, VA 22206	Jacqueline Smith	PER MONTH		
13.	EDUCATION CENTER 1426 N.QUINCY ST. ARLINGTON, VA 22207	Meg Tuccillo	PER MONTH		
14.	EVELYN SYPHAX BLDG. 1439 N. QUINCY ST. ARLINGTON, VA. 22207	Michael Macekura	PER MONTH		
15.	FACILITIES & OPS 2770 S. TAYLOR ST. ARLINGTON, VA 22206	Arthur Bell	PER MONTH		
16.	GLEBE ELEMENTARY 1770 N. GLEBE RD. ARLINGTON, VA 22207	Jamie Borg	PER MONTH		
17.	GUNSTON M.S. 2700 S. LANG ST. ARLINGTON, VA 22206	Margaret Gill	PER MONTH		

**PRICING SCHEDULE (Continued)**

ITEM No.	DESCRIPTION	ADMINISTRATOR	FREQUENCY	MONTHLY PRICE (Firm, Fixed Price)	EMERGENCY SERVICE PRICE (Firm, Fixed Price)
18.	H-B WOODLAWN SECONDARY 2700 S. LANG ST. ARLINGTON, VA 22206	Frank Haltiwanger	PER MONTH		
19.	HENRY ELEMENTARY 701 S. HIGHLAND ST. ARLINGTON, VA 22204	Dr. Lisa Piehota	PER MONTH		
20.	HOFFMAN BOSTON ELEMENTARY 1415 S. QUEEN ST. ARLINGTON, VA 22204	Dr. Donna Snyder	PER MONTH		
21.	JAMESTOWN ELEMENTARY 3700 N. DELAWARE ST. ARLINGTON, VA 22207	Kenwyn Schaffner	PER MONTH		
22.	JEFFERSON M.S. 125 S. OLD GLEBE RD. ARLINGTON, VA 22204	Sharon Mondé	PER MONTH		
23.	KENMORE M.S. 200 S. CARLIN SPRINGS RD. ARLINGTON, VA 22204	Dr. John Word, Sr.	PER MONTH		
24.	KEY ELEMENTARY 2300 KEY BLVD. ARLINGTON, VA 22201	Marjorie Myers	PER MONTH		
25.	LANGSTON H.S. CONTINUATION 2121 N. CULPEPER ST. ARLINGTON, VA. 22207	Cleveland James	PER MONTH		
26.	LONG BRANCH ELEMENTARY 33 N. FILLMORE ST. ARLINGTON, VA 22201	Felicia Russo	PER MONTH		



**PRICING SCHEDULE (Continued)**

ITEM No.	DESCRIPTION	ADMINISTRATOR	FREQUENCY	MONTHLY PRICE (Firm, Fixed Price)	EMERGENCY SERVICE PRICE (Firm, Fixed Price)
27.	THURGOOD MARSHALL BUILDING 2847 WILSON BLVD. ARLINGTON, VA 22201	Margarite Gooden	PER MONTH		
28.	McKINLEY ELEMENTARY 1030 N. McKINLEY RD. ARLINGTON, VA 22205	Colin Brown	PER MONTH		
29.	NOTTINGHAM ELEMENTARY 5900 LITTLE FALLS RD. ARLINGTON, VA 22207	Mary Beth Pelosky	PER MONTH		
30.	OAKRIDGE ELEMENTARY 1414 S. 24TH ST. ARLINGTON, VA 22201	Dr. Lynne Wright	PER MONTH		
31.	RANDOLPH ELEMENTARY 1306 S. QUINCY ST. ARLINGTON, VA 22204	Renee Bostick	PER MONTH		
32.	REED SCH. / FAMILY ED CENTER 1644 N. McKINLEY ROAD ARLINGTON, VA. 22205	Marsha Jones-Byron	PER MONTH		
33.	STRATFORD PROGRAM 4102 N. VACATION LANE ARLINGTON, VA 22207	Dr. Karen Gerry	PER MONTH		
34.	SWANSON M.S. 5800 N. WASHINGTON BLVD. ARLINGTON, VA 22205	Bridget Loft	PER MONTH		
35.	TAYLOR ELEMENTARY 2600 N. STUART ST. ARLINGTON, VA 22207	Robert Hindman	PER MONTH		

**PRICING SCHEDULE (Continued)**

ITEM No.	DESCRIPTION	ADMINISTRATOR	FREQUENCY	MONTHLY PRICE (Firm, Fixed Price)	EMERGENCY SERVICE PRICE (Firm, Fixed Price)
36.	TUCKAHOE ELEMENTARY 6550 N. 26TH ST. ARLINGTON, VA 22213	Cynthia Brown	PER MONTH		
37.	WAKEFIELD H.S. 4901 S. CHESTERFIELD RD. ARLINGTON, VA 22206	Dr. Chris Willmore	PER MONTH		
38.	WAKEFIELD SWIMMING POOL 4901 S. CHESTERFIELD RD. ARLINGTON, VA 22206	Helena Machado	PER MONTH		
39.	WASHINGTON-LEE H.S. 1301 N. STAFFORD ST. ARLINGTON, VA 22201	Gregg Robertson	PER MONTH		
40.	WILLIAMSBURG M.S. 3600 N. HARRISON ST. ARLINGTON, VA 22207	Dr. Ann McCarty	PER MONTH		
41.	WILSON BUILDING 1601 WILSON BLVD. ARLINGTON, VA 22201	Arthur Bell	PER MONTH		
42.	YORKTOWN H.S. 5200 YORKTOWN BOULEVARD ARLINGTON, VA 22207	Dr. Raymond Pasi	PER MONTH		

**HOURLY RATES FOR ORNAMENTAL/PUBLIC HEALTH/TERMMITE TREATMENT AS NEEDED**

<u>Description</u>	<u>Regular Time Mon-Fri</u>	<u>Weekends/Holidays</u>
Pest Control Technician Per Hour	\$ _____	\$ _____

Materials for Ornamental, Right of Way, Public Health, Bed Bug and Termite Treatment will be Billed at Actual Invoiced Cost.

**BID EVALUATION PROCEDURES:**

Part 1

Total Monthly Cost for Items 1 – 43 for Monthly Treatment \$ \_\_\_\_\_ +

Bed Bug and Termite Treatment:

Pest Control Technician: 4 Hour Regular Time @ \$ \_\_\_\_\_ Per Hour = \$ \_\_\_\_\_ +

Pest Control Technician: 4 Hour Overtime @ \$ \_\_\_\_\_ Per Hour = \$ \_\_\_\_\_

Part 1 Total = \$ \_\_\_\_\_

Part 2

Category 3A - Ornamental Pest Treatment & Category 6 – Right of Way: (Poison Ivy)

Pest Control Technician: 3 Hour Regular Time @ \$ \_\_\_\_\_ Per Hour = \$ \_\_\_\_\_ +

Pest Control Technician: 3 Hour Overtime @ \$ \_\_\_\_\_ Per Hour = \$ \_\_\_\_\_

Part 2 Total = \$ \_\_\_\_\_

Part 3

Category 8 Public Health Pest Treatment: (Mosquitoes)

Pest Control Technician: 2 Hour Regular Time @ \$ \_\_\_\_\_ Per Hour + = \$ \_\_\_\_\_ +

Pest Control Technician: 2 Hour Overtime @ \$ \_\_\_\_\_ Per Hour = \$ \_\_\_\_\_

Part 3 Total = \$ \_\_\_\_\_

**\*\*GRAND TOTAL (Sum of Part 1 + Sum of Part 2 + Sum of Part 3) = \$ \_\_\_\_\_**

**\*\* - If the lowest responsive and responsible bidder for Part 2 is the only licensed bidder for Category 3A – Ornamental Pest Treatment and Category 6 - Right of Way, an award will be made to that bidder.**

**Attachment - A**

**CONTRACTOR CERTIFICATION**

**REGARDING CRIMINAL CONVICTIONS**

**This form must be completed by an authorized official for any organization contracting to provide services to the Arlington Public Schools or any of its schools or departments.**

As the official authorized to enter into this contract on behalf of my organization, I certify that no employee of the organization:

- Has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
- Has been convicted of a crime of moral turpitude (crimes of moral turpitude are typically those that involve forgery, lying, cheating or stealing, such as making false statements, and petit larceny), except for the following:

Date of Crime	Name of Person Convicted	Description of Crime	Court (e.g., Arlington County Circuit Court)

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor may result in the revocation of the contract with Arlington Public Schools and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Name and Title (please type or print)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**Attachment - B**

**EMPLOYEE CERTIFICATION**  
**REGARDING CRIMINAL CONVICTIONS**

**This form must be completed by employees of any organization contracting to provide services to the Arlington Public Schools or any of its schools or departments. This applies to those employees assigned to work with students under the contract.**

**The contractor will keep all employee certifications on file, and will produce them at the request of any Arlington Public Schools representative.**

As an employee who will be providing services directly to students under this contract, I am certifying to the information on this form only for myself.

I certify that (i) I have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and (ii) unless expressly disclosed below, I have not been convicted of 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 may result in the revocation of the contract with the Arlington Public Schools and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

Name of Firm	Signature
Address of Firm	Name and Title (please type or print)
Telephone	Date

I have been convicted of the following crimes of moral turpitude. Crimes of moral turpitude are typically those that involve forgery, lying, cheating or stealing, such as making false statements, and petit larceny.

Date of Crime	Description of Crime	Court (e.g., Arlington County Circuit Court)

**\*- THIS FORM MUST BE SUBMITTED WITH YOUR BID IF ANY EMPLOYEES HAVE CONVICTIONS.**

## Attachment – C

### **ARLINGTON PUBLIC SCHOOLS**

#### **GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS**

Bidder: The general terms and conditions and instructions to bidders which follow apply to all purchases and become a part of all formal solicitations and become a part of all Contract awards and Purchase Order issued by the Arlington Public Schools (APS), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and will not be a basis for relief.

Subject to all State and local laws, policies, resolutions, regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by APS will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation. Where there is a conflict between these General Conditions and Instructions and the Purchasing Resolution, the Purchasing Resolution shall prevail.

#### **1. AUTHORITY**

The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying each and every solicitation, Purchase Order or other award issued by the APS. In the discharge of these responsibilities, the Purchasing Agent is assisted by buyers under his supervision. No other Arlington Public Schools officer or employee is authorized to order supplies or services, enter into purchase negotiations or Contract. Any Purchase Order or Contract made which is contrary to these provisions and authorities shall be void and neither the Arlington County School Board (ACSB), nor any of its officers and employees, shall be bound thereby.

#### **2. INDEPENDENT CONTRACTOR**

The Contractor will be legally considered as an independent Contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. APS will not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

#### **3. ARLINGTON PUBLIC SCHOOLS EMPLOYEES**

No employee of APS shall be admitted to any share or part of this Contract or to any benefit that may arise from the contract which is not available to the general public.

#### **4. BID FORMS**

All bids shall be submitted in duplicate, on the Bid Form provided, properly signed in ink in the proper spaces, and submitted in a sealed envelope provided with the solicitation.

#### **5. EXAMINATION OF BID DOCUMENTS**

5.1 Bidders shall thoroughly examine the bid documents. The bidder's failure or omission to examine any document shall not relieve the bidder from any obligations with respect to its bid or to the resultant Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

- 5.2 If a bidder knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the bid documents, the bidder has an obligation to seek clarification, interpretation or instructions from the Purchasing Agent prior to submitting a bid. Any and all such requests for clarifications, interpretations or supplemental instructions will be in the form of written addendum, if issued, will be sent to prospective bidders prior to the date fixed for the opening of bids. APS will not be responsible for any clarifications, interpretations or instructions except those made by written addendum. Should the bidder fail to seek such a clarification prior to submission of a bid, the bidder thereby waives, and agrees to indemnify and hold APS harmless from any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the bidder knew or should have known existed at the time the bid was submitted.
- 5.3 Failure of a bidder to receive any addendum shall not relieve the bidder from the requirements of the bid, including all addenda issued. All addenda so issued shall become part of the bid documents. Each bidder shall be responsible for determining prior to submitting a bid that all addenda issued have been received and shall acknowledge receipt and inclusion of all addenda in the bid.

## **6. SPECIFICATIONS**

- 6.1 If goods/services bid are in substantial compliance with the bid requirements, APS, in its sole discretion, may waive informalities and award a Contract if the informality (see paragraph 17., Informalities) will not affect the price, quality, quantity or delivery schedule of the goods, services or construction being procured.
- 6.2 The bidder shall indicate on their bid form any exceptions from the bid specifications and terms and conditions. If exceptions are not stated, it will be assumed that the goods and/or services fully comply with the bid specifications and terms and conditions and the bidder will be required to deliver the product or service meeting the bid specifications under the terms and conditions specified.
- 6.3 All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unused), unless otherwise specified. The items bid shall be the latest model, of the best quality, and highest grade workmanship.
- 6.4 Any ancillary items or parts of any equipment listed in the solicitation which are not fully described in the specification and which are necessary for the completion and use of the items or equipment and its appurtenances shall be considered a part of such equipment although not directly specified in the solicitation.

## **7. SUBSTITUTION OF MATERIALS OR SERVICES**

- 7.1 In the specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, with the addition of such expressions as "no substitutes," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation, or for reasons of obtaining desirable features best suited to the requirements of APS and no other brand shall be considered.
- 7.2 When a brand name is stated, unless identified as a "no substitute" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make or manufacturer. The use of the brand, make or manufacturer's identification is intended to convey the general type, style, character and quality of the item described. Any article which APS in its sole discretion determines to be the equivalent of the item specified, considering quality, workmanship, economy of operation and suitability for the intended use, may be accepted and considered for award.
- 7.3 If bidding a brand other than that specified, it is the bidders responsibility to substantiate that the goods and/or services meet the specifications. To ensure that sufficient information is available, the bidder shall furnish (and should submit as part of his bid) descriptive material (e.g., catalog cuts, drawings, specifications, etc.) necessary to substantiate that the products or services offered meet the requirements of the solicitation.

## **8. PREPARATION, SUBMISSION AND RECEIPT OF BIDS**

- 8.1 Bids must be submitted to the address stated in the solicitation. Bids shall be submitted in the prescribed format and on the forms furnished, if any, or copies thereof, and shall be signed in ink. Original signatures are required on bids.

Bids shall be enclosed in an envelope, and shall be sealed and clearly labeled with the bid number and project name so as to indicate the work covered by the solicitation so as to guard against opening prior to the time set for the opening. Bidders shall designate on the exterior of the outermost envelope the bid number and date and time of opening of the bid. Erasures or other changes must be explained and initialed by the bidder. Bids containing any conditions, omissions, failure to bid all items, unexplained erasures or alterations or items not called for in the bid, or irregularities of any kind, may be rejected by APS as being non-responsive.

- 8.2 Each bid must give the full legal name and business address of the bidder. Bids must be signed by a person authorized to bind the bidder in Contractual matters. The name and title of the person signing the bid shall also be typed or printed as indicated on the bid form.
  - 8.2.1 The Bidder shall provide, in the space provided or directed in the solicitation, (i) its social security number if an individual, or (ii) its federal employer identification number if a proprietorship, partnership or corporation.
- 8.3 Bids must be received prior to the date and time of opening specified in the solicitation. Late bids will not be considered.
- 8.4 No APS official or employee shall be responsible for a bid opened that is not properly identified on the envelope, or for any bid not submitted, as specified in the solicitation. Bids for separate solicitations shall not be combined on the same form or submitted in the same envelope. Any such bids may be rejected as non-responsive.
- 8.5 Each Bid Form shall include specific acknowledgment of receipt of all addenda issued during the bidding process. Failure to acknowledge addenda may result in the bid being rejected as non-responsive.
- 8.6 APS accepts no responsibility for any expense incurred by any bidder in the preparation and submission of a bid.

## 9. ALTERNATE BIDS

Bidders who have other items they wish to offer in lieu of or in addition to what is required by this solicitation shall submit a separate bid clearly marked "ALTERNATE BID". Alternate bids will be deemed non-responsive and will not be considered for award. Such bids will, however, be examined prior to awarding the Contract contemplated herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate items in a re-bid or the alternate items may be considered for future requirements.

## 10. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including, by way of illustration and not limitation, the Contract, the specifications, Special conditions, General Terms and Conditions and Instructions to Bidders and any other attachments or references hereto or thereto, shall indicate such exceptions on the Bid Form. Failure to indicate any exceptions, shall be interpreted as the bidder's intent to fully comply with solicitation as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as non-responsive.

## 11. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke these protections prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Bidders shall submit, in a separate section of the bid, any information considered by the Bidder to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Bidders may not declare the entire bid proprietary nor may they declare pricing to be proprietary.** References may be made within the body of the bid to proprietary information; however all information contained within the body of the bid not in the separate section labeled proprietary shall be public information.



**12. SIGNED BID CONSIDERED AN OFFER**

- 12.1 A signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon award by APS, unless withdrawn under the provisions herein. Should any bidder receiving an award default or fail to deliver the products or services ordered by the time specified, APS may terminate the Purchase Order and/or Contract, and after oral or written notice to the bidder, may procure the products and/or services from other sources and hold the defaulting bidder liable for any resulting additional cost (see paragraph 37., Termination for Default).
- 12.2 Unless otherwise specified by APS, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties. No limitation made by the bidder on the binding nature of the bid shall have any effect.

**13. LATE BIDS**

- 13.1 A late bid is any bid received at the office designated in the solicitation after the exact time specified for receipt of the bid. Late bids will not be considered for award except if it is received before award is made and either:
  - 13.2 It was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for receipt of the bid or:
  - 13.3 The bid was sent by mail and the Purchasing Agent determines that the late receipt was due solely to mishandling by the Arlington Public Schools after receipt at the address and the office specified in the solicitation.
  - 13.4 The time a bid is received shall be determined by the date and time stamped by the date and time clock in the Purchasing Department. Bidders are responsible for ensuring that Purchasing Department personnel date and time stamp their bids by the deadline indicated. In the event the time clock is not functioning, the time shall be determined by the time displayed on the landline telephone near the time clock. The time on the telephone will be written on the bid by hand by the Purchasing Department staff.
- 13.5 A late hand-carried bid, or any other late bid not submitted by mail or courier, shall not be considered for award.

**14. WITHDRAWAL OF BID**

No bid may be withdrawn after it is filed unless the bidder makes a request in writing to APS prior to the time set for the opening of bids or unless APS fails to award or issue a notice of intent to award within ninety (90) days after date fixed for the opening.

**15. WITHDRAWAL OF BID DUE TO ERROR (Other Than Construction)**

- 15.1 Upon proper request and identification, bids may be withdrawn at any time prior to the date and time set for the bid opening. After the bid opening, if the Purchasing Agent denies the withdrawal of a bid, the bidder shall be notified in writing stating the reasons for the decision. Award of the Contract shall be made to the bidder at the bid price, provided the bidder is a responsible and responsive bidder.
- 15.2 Bidders may request withdrawal of their bid from consideration if the price bid was substantially lower than the other bids due solely to a clerical or arithmetical mistake therein. The bidder shall give written notice to the Director of Purchasing of a claim to withdraw the bid prior to the award of the Contract or issuance of the Purchase Order. The cause and nature of the mistake shall be stated in the claim to withdraw.
- 15.3 If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- 15.4 No bid may be withdrawn under this section 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 percent. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any sub-Contract 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.

## **16. REJECTION AND AWARD OF BIDS**

- 16.1 APS reserves the right to accept or reject any or all bids or parts of bids, to waive informalities and re-bid any requirement. Bids having exceptions to the specifications and/or terms and conditions included in the solicitation may be considered, but preference may be given to bids with no exceptions taken.
- 16.2 Modifications of or additions to any portion of a quote or bid, which affects quality, quantity, price or delivery, shall be cause to reject the bid as non-responsive. Modifications which do not affect quality, quantity, price or delivery will be dealt with, by APS, on a case by case basis and APS, in its sole discretion, may reject such bids as non-responsive, waive the modifications as informality or require the bidder to withdraw the non-responsive language as a condition of being a responsive bidder.
- 16.3 APS reserves the right to award the Contract for any or all items bid on a lump sum basis, individual item basis or such combination as shall best serve its interests, including award to multiple Contractors, unless otherwise specified by APS. Where a unit price and the extension price are at variance, the unit price will prevail.
- 16.4 A notice of Contract award for this solicitation shall be posted on a bulletin board the public bulletin board on the 1<sup>st</sup> Floor, Education Center, 1426 N. Quincy Street, Arlington, VA 22207 for a period of at least 10 calendar days.
- 16.5 If a bid from the lowest responsive and responsible bidder exceeds available funds, APS may negotiate with that bidder to obtain a Contract within available funds. Such negotiation may include but is not necessarily limited to adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. The apparent lowest responsive and responsible bidder shall be notified in writing that the bid exceeds available funds and APS wishes to negotiate. If APS and the Bidder are unable to successfully negotiate the scope of work and/or bid price so the price is within available funds, all bids shall be rejected. APS reserves the right to increase or decrease quantities at the quoted unit price.

## **17. INFORMALITIES**

APS has the right to waive minor defects or variances from the exact requirements of the solicitation in bid insofar as those defects or variances do not affect the price, quality, quantity or delivery schedule of the goods or services being procured. If insufficient information is submitted for APS to properly evaluate the bid, APS has the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity or delivery schedule for the goods or services being procured.

## **18. QUALIFICATION OF BIDDERS**

Each bidder may be required, before the award of a Contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability and financial resources to furnish the goods or services specified herein in a satisfactory manner. Each bidder may also be required to show past history and references which will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by APS.

## **19. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**

A written award (Acceptance Agreement or two party Contract) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding Contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting Contract and become a part of the Contract:

- 19.1 Bidder's Bid Form
- 19.2 Pricing Schedule
- 19.3 APS Acceptance Agreement/Acceptance Agreement;

- 19.4 General Terms and Conditions & Instructions to Bidders
- 19.5 Any Special Conditions if applicable
- 19.6 Any addenda

**20. SAMPLES**

Evidence in the form of samples may be requested if the brand bid is other than that specified. When requested, samples must be furnished free of cost to APS, within seven (7) days of written request, and will, if not used or destroyed in testing and upon request, be returned at the bidder's expense within thirty (30) days of bid award.

**21. CONTRACTOR REGISTRATION/ ARLINGTON COUNTY LICENSE**

- 21.1 If required in order to perform the work in this solicitation, the bidder certifies they have the appropriate license or certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications.
- 21.2 The successful bidder must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of Revenue, 2100 Clarendon Boulevard, Suite 200, Arlington, Virginia 22207, (703) 228-3060.

**22. 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 must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper legal name of the firm or entity and the identification number issued to the bidder by the State Corporation Commission must be written in the space provided on the proposal submission form. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. APS may require a firm 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, 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 or offeror to provide such documentation shall be grounds for rejection of their bid or proposal or cancellation of the award, if an award has been made. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

**23. LICENSES, PERMITS AND FEES**

- 23.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, unless otherwise specified by APS in the solicitation.
- 23.2 Included in the permits required in the paragraph immediately above, the Contractor shall apply for and be issued a local permit for any land disturbing activity, and shall provide a “responsible land disturber” for the project, as required by Arlington County ordinance.

**24. DELIVERY**

- 24.1 Time is of the essence for any orders placed as a result of this solicitation. APS reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the awarded Contract. All items shall be delivered F.O.B. destination and delivery included in the bid price. Failure to do so may be cause for termination of the Contract. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
- 24.2 In the case of failure by the Contractor to deliver goods or services in accordance with the Contract, APS, after oral or written notice, may procure the same or similar goods or services from other sources and the Contractor shall be

liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have pursuant to this Contract under law. APS shall be entitled to offset such costs against any sums owed by APS to the Contractor.

**25. ACCEPTANCE OF MATERIAL**

The goods/services delivered under this solicitation shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of APS. The goods/services must comply with the specifications and terms and conditions of the solicitation and be of the highest quality. In the event the goods/services supplied to APS are found to be defective or not to conform to specifications, APS reserves the right to cancel the order upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

**26. APS PURCHASE ORDER REQUIREMENT**

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. Contractors providing goods or services without a signed APS Purchase Order, do so at their own risk. APS will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent.

**27. CHANGES TO PURCHASE ORDERS**

Any changes to an existing Purchase Order must be approved in advance through issuance of a written change order by the Purchasing Department. APS will not assume responsibility for the cost of any changes made without issuance of a written change order.

**28. CHANGES AND AMENDMENTS TO CONTRACTS**

28.1 APS may, at any time, by written notice, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, time required for, performance of any services under this Contract, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. The APS Purchasing Department must approve all work that is beyond the original scope of work.

28.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the APS Purchasing Director/Purchasing Agent.

28.3 This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and APS.

**29. PAYMENT TERMS**

Payments will be made within 30 days after receipt of an approved invoice by APS. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

**30. INVOICES**

Invoices unless otherwise specified on the Contract or Purchase Order, will be submitted for each Purchase Order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading properly receipted, must be attached to the invoice. Mail invoices, as applicable:

Arlington Public Schools  
Office of Accounting  
1426 N. Quincy St.  
Arlington, VA 22207

**31. TAXES**

APS is exempt from the payment of any federal excise or any Virginia State Tax. The price bid must be net, exclusive of taxes. However, when under established trade practice, any federal excise tax is included in the list price; the bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by APS. The APS Federal Excise Tax Exemption Number is 54600128. Contractors located outside the Commonwealth of Virginia are advised that, when the bid calls for materials to be picked up by the APS at their place of business, they may charge and collect their own local/state sales tax.

**32. COPYRIGHTS OR PATENT RIGHTS**

By submitting a bid, the Bidder certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of the solicitation. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, will indemnify APS and will save APS, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

**33. APPROPRIATION OF FUNDS**

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by the ACSB. In the event of non-appropriation of funds by the ACSB for the goods or services provided under the Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, 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. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the APS shall not be obligated under this Contract beyond the date of termination.

**34. TERMINATION FOR CONVENIENCE**

Unless otherwise stated, any resultant Contract may be terminated by APS, in whole or in part, whenever APS determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date. If funds are not appropriated for this Contract for any APS fiscal year, the Contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated (see paragraph 34., Appropriation of Funds). Contract termination pursuant to this section shall not be considered a Contract default, and APS shall not be liable for future payments or for cancellation or termination charges.

**35. TERMINATION FOR CAUSE**

35.1 If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, APS thereupon has the right to declare the Contractor in default in whole or in part. In the event APS elects to declare the Contractor in default, APS will notify the Contractor by written notice describing the nature of the default and providing the Contractor a right to cure such default within ten (10) days after the date of the notice, or within such longer period as APS, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period, APS has the right to take necessary actions to correct or complete the work. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the APS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

35.2 Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by APS by virtue of any breach of Contract by the Contractor until such time as the exact amount of damages due to APS from the Contractor can be determined.

**36. PERFORMANCE AND PAYMENT BONDS (If Required)**

- 36.1 The Purchasing Agent may require successful bidders to furnish performance and/or payment bonds at the expense of the successful bidder, in amounts to be determined by the Purchasing Agent and specified in the invitation to bid, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded.
- 36.2 The successful bidder shall furnish, within ten (10) calendar days after execution of the contract, the following bonds payable to the Arlington Public Schools:
  - 36.2.1. Performance Bond in the amount of 100% on forms provided by Arlington Public Schools - Attachment C
  - 36.2.2 Labor and Materials Payment Bond in the amount of 100% on forms provided by Arlington Public Schools - Attachment D
  - 36.2.3 Bonds shall be issued by a surety company licensed and authorized to conduct business in the State of Virginia. All bonds must clearly make reference to this solicitation number and title.
  - 36.2.4 All bond language must be approved by APS

**37. OWNERSHIP OF DOCUMENTS**

- 37.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant Contract shall, at the option of APS, become APS property and shall be delivered to and remain the property of APS upon completion of the work or termination of the Contract. APS shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.
- 37.2 Any art work provided to the Contractor by APS shall be returned to APS upon delivery of the final products and/or services. Any art work, negatives, proofs, etc. produced by the Contractor in order to supply the products or services Contracted for shall become the property of APS and shall be sent to APS upon delivery of the final products and/or services unless otherwise requested by APS. Failure to deliver the art work, negatives, proofs, etc. shall be cause for withholding any payment due.

**38. COMPLIANCE WITH ALL REQUIREMENTS**

The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the performance of the work.

**39. ANTITRUST**

By entering into a 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 and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under said Contract.

**40. LEGAL PROCEEDINGS**

The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Arlington County, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.

**41. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

**42. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**43. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

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

- 43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin 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 provision of this nondiscrimination clause.
- 43.2 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.
- 43.3 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.
- 43.4 The Contractor will include the provisions of the foregoing paragraphs 43.1, 43.2 and 43.3 in every Sub-Contract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Sub-Contractor or vendor.
- 43.5 The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

**44. CONTRACTUAL DISPUTE**

- 44.1 Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the dispute is based. Any notice or dispute shall be delivered to the Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, Virginia 22207 and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested. The Superintendent shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the dispute. The Contractor may appeal the decision of the Superintendent to the Arlington County School Board by providing written notice to the Superintendent, within 15 days of the date of the decision. The Arlington County School Board shall render a decision on the dispute within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to APS no later than 30 days following the conclusion of the work or delivery of the goods, unless other terms are prescribed by Contract.
- 44.2 A Contractor may not institute legal action as provided in the APS Resolution prior to receipt of APS's decision on the claim.

**45. DRUG-FREE WORKPLACE**

- 45.1 During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv)

include the provisions of the foregoing clauses in every Sub-Contract or Purchase Order of over \$10,000, so that the provisions will be binding upon each sub Contractor or vendor.

- 45.2 For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with the APS Purchasing Resolution, the employees 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.

#### **46. PAYMENTS TO SUBCONTRACTORS**

In accordance with Virginia Code Section 2.2-4354 the Contractor agrees that:

- 46.1 Should any sub-contractor be employed by the Contractor for the provision of any goods or services under the resultant Contract, the Contractor agrees to the following:
- 46.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to the resultant Contract, either:
    - 46.1.1.1 Pay the sub-contractor for the proportionate share of the total payment received from APS attributable to the goods or services provided by the Sub-Contractor; or
    - 46.1.1.2 Notify APS and the sub-contractor, in writing, of the intention to withhold all or a part of the sub-contractor's payment with the reason for nonpayment. Written notice shall be given to: Superintendent, Arlington Public Schools, 1426 N. Quincy Street, Arlington, VA 22207.
  - 46.1.2 The Contractor shall pay interest to the Sub-Contractor, at the rate of one percent per month on all amounts owed to the Sub-Contractor that remain unpaid after seven days following receipt of payment from APS for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.
  - 46.1.3 The Contractor shall include in each of its Sub-Contracts a provision requiring each Sub-Contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Sub-Contractor.
  - 46.1.4 The Contractor's obligation to pay an interest charge to a Sub-Contractor shall not be an obligation of APS.
  - 46.1.5 No Contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

#### **47. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify APS, and all of its officials, agents and employees (collectively, "APS") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this Contract.

#### **48. ETHICS IN PUBLIC CONTRACTING**

- 48.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4377, the Virginia Public Procurement Act, shall be applicable to all Contracts solicited or entered into by APS. A copy of these provisions may be obtained from the Purchasing Agent upon request.
- 48.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and



related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

**49. NOTIFICATION**

Any notice required by the Contract shall be effective if given by regular mail, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to APS shall be given by regular mail to the Arlington Public Schools, Purchasing Agent, 1426 N. Quincy Street, Arlington, VA 22207. The Contractor agrees to notify APS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

**50. EXTENSION OF CONTRACT TERM**

The APS Purchasing Department, at its sole and absolute discretion, may extend the final Contract term or final Contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

**51. AUDIT**

51.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant Contract for a period of not less than three years after the effective date of final payment or Contract termination. During this three year term, APS, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Contractor during the Contractor's normal working hours.

51.2 There shall be no fees or costs charged to APS by the Contractor for any such audit activities.

51.3 The Contractor shall include the audit provisions of this section in all Sub-Contracts and Contracts of any entity providing goods or services pursuant to this Contract so as to guarantee APS's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to APS. Should the Contractor fail to ensure APS's rights under this section, the Contractor shall be liable to APS for all reasonable costs and expenses APS may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

**53. GUARANTEES & WARRANTIES**

53.1 The Contractor shall, through itself and/or the manufacturer, provide APS with a warranty on all products provided by the Contractor. The warranty shall be for a period of at least one-year, or the manufacturer's standard warranty, whichever is longer.

53.2 The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition.

53.3 The cost of this one-year warranty shall be included in the price quoted.

53.4 If seasonal limitations prevent performance of any required testing of the product, the warranty period for such equipment shall begin after the tests have been successfully performed.

**54. USE OF INFORMATION AND DOCUMENTS**

APS and its officials, employees and agents will copy and use the response of the bidder and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a Contract. The bidder is responsible for obtaining any necessary authorizations for such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the bidder has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned bidder agrees to indemnify, defend and hold APS, its officials, employees and agents harmless

from any claims of any nature, including claims arising from trademark copyright laws, related to use of information and documents submitted with the Bidder's response.

**55. FAITH BASED ORGANIZATIONS**

APS does not discriminate against faith-based organizations.

**56. IMMIGRATION REFORM AND CONTROL ACT**

In accordance with § 2.2-4311.1 of the Code of Virginia, Contractors shall certify that they have not, and will not during the performance of the Contract for goods and services of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**57. HIPAA COMPLIANCE**

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

**58. CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

58.1 The bidder agrees to comply with Virginia Code §22.1-296.1.

58.2 By signing this bid, the bidder agrees that (a) neither the bidder nor any employee of the bidder who will have contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, and (b) unless expressly disclosed in an attachment to this proposal on the bidder's official letterhead stationery, neither the bidder nor any employee of the bidder who will have contact with students has been convicted of a crime of moral turpitude (see Attachment A and B).

58.3 The bidder further agrees that if an employee who has not previously submitted a certification is assigned to the work under the Contract, that the employee signed certification will be kept with the bidder and provided to APS, upon demand.

**59. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

**60. SUBCONTRACTING**

60.1 The Contractor shall not enter into any Subcontract with any Subcontractor who has been suspended or debarred from participating in Contracting programs by any agency of the United States Government or of the State in which the work under this Contract is to be performed.

60.2 The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

60.3 The Contractor shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of Subcontractors.

60.4 Nothing contained in this Contract shall create any Contractual relationship between any Subcontractor and APS.

**61. CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY**

The Contractor shall be responsible for damages to property caused by work performed under the Contract or Purchase Order. The Contractor shall repair to proper working order or replace, to APS's satisfaction, any property damaged either directly or indirectly by its actions.

**62. FORCE MAJEURE**

- 62.1 The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current disaster plan that makes performance impossible or illegal, unless otherwise specified in the Contract.
- 62.2 APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars or an act of God beyond the control of APS that makes performance impossible or illegal, unless otherwise specified in the Contract

**63. COOPERATIVE PURCHASING CONTRACTS WITH PUBLIC JURISDICTIONS (If Applicable)**

- 63.1 This procurement is being conducted on behalf of APS, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- 63.2 If approved by the Contractor, the Contract resulting from this procurement may be used by other public bodies to purchase at Contract prices and in accordance with the Contract terms. The Contractor shall deal directly with any public body it approves to use the Contract. APS assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.
- 63.3 With the approval of the Contractor, any public body using the resultant Contract has the option of executing a separate Contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- 63.4 APS, its officials and staff are not responsible for placement of orders, invoicing, payments, Contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall APS, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an APS Contract.

**64. SUBCONTRACTING WITH SMALL & MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, & LABOR SURPLUS AREA FIRMS**

The Contractor should take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor surplus area firms:

- 64.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 64.2 Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 64.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 64.4 Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- 64.5 Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local.

**65. GENERAL INSURANCE REQUIREMENTS (If Required)**

- 65.1 The Contractor shall provide a Certificate of Insurance to the Purchasing Agent indicating that the Contractor has in force the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. The minimum insurance coverage shall be:
  - 65.1.1 Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia

benefits and employers liability at the state statutory limits. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund of Towson, MD.

- 65.1.2 Commercial General Liability - \$1,000,000 per occurrence with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this project. Evidence of Contractual Liability coverage shall be typed on the certificate.
- 65.1.3 Additional Insured - Arlington County School Board shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.
- 65.1.4 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 APS Purchasing Agent.
- 65.1.5 Contract identification - The insurance certificate shall state contract number and title.
- 65.1.6 Business Automobile Liability -- \$500,000 Combined Single Limit (Owned, non-owned and hired).
- 65.2 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 contracted for, and of 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 contracted work, until final acceptance of the work by APS.
- 65.3 No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.
- 65.4 The Contractor shall be responsible for the work performed under the Contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. 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 it.

## **66. PRICE REDUCTION**

If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material 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 of the contract period (or until the price is further reduced). 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 an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc. which was used as the basis for bidding on this solicitation. 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 their 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 Purchasing 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 Purchasing Agent. The Contractor, if requested, shall furnish, within ten (10) days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions are made, that as provided above, they were reported to the Purchasing 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 Purchasing Agent was notified of any such reduction.