

**Instructions to Bidders**

**1. Meaning of Terms:**

All terms used in the Invitation, these Instructions to Bidders, the Bid Form, or any Addenda shall have the meaning as defined in the Invitation, these Instructions to Bidders, the Bid Form, or any Addenda.



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

- 5.7.7.4 If the Bidder is submitting a Bid under a trade name, the Bidder shall be identified on the signature line in the true name of the entity doing business as the trade name by the person authorized to sign Contracts on behalf of the firm.
- 5.7.7.5 If the Bidder submitting a Bid is a joint venture, the Bidder shall be identified on the signature line in the name of the joint venture as provided in the written joint venture agreement, and the Bid shall be signed by all venturers by the person authorized to sign Contracts on behalf of each venturer.
- 5.7.8. The Bidder shall provide, in the space provided or directed in the Bid Form, (i) its Social Security number if an individual, or (ii) its federal employer identification number if a business entity other than an individual.
- 5.8 Any Bid received after the Bid Closing, whether through the Platform, by mail or otherwise, will not be considered and will be returned, unopened, without regard to the date of transmission.
- 5.9 Each Bidder must use the attached Bid Form for submitting its Bid. The Bidder shall upload into the Platform one (1) copy of the Bid Form, duly signed with the corporate seal impressed, if applicable, keeping all remaining pages for the Bidder's files. For purposes of this provision, a copy is an exact duplicate of the attached Bid Form reproduced in any manner with no modifications, additions or deletions. By executing and submitting the Bid Form, the Bidder acknowledges that it has read all Bid Documents, understands them, and agrees to be bound by all terms and conditions therein.
- 5.10 Submission of Proprietary Information. The Virginia Public Procurement Act provides limitations on the right of a Bidder to assert that information submitted as part of a Bid is proprietary information or contains trade secrets which are not subject to public disclosure. For any information the Bidder seeks to exclude from public disclosure, the burden shall

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

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

**7. Guaranty Bonds:**

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

executed prior to the date the successful Bidder signs the Contract shall include written certification from the surety that the bond is effective as of the date of the Contract. If the successful Bidder is a partnership or joint venture all partners or ventures shall execute the bond as principal in a personal and not redatatae1.7 (r)-1.3 (ac)



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

**10. Rejection of Bids:**

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

**11. Substitutions:**

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



furnishing any materials or performing any Work that may be required to complete the Work in

**16. Request for Comments:**

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

of Item 13 of the Bid Form.

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

Failure of the Apparent Second Low Bidder to provide the omitted Class 2 Mandatory Requirements within the stated timeframe will result in the Bid from the Apparent Second Bidderctated g  
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done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

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

20.3 The Contractor

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

**24. Officials not to Benefit:**

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