

**Notice of Addendum No.2**

**Date of Addendum No.2: February 21, 2023**

For a Bid to be considered for award of a Contract, the Bid must be received in the Platform by no later than 11:59 P.M. (EST) on Tuesday, ~~February 23~~ **February 28**, 2023 (“Bid Closing”). Bidders are strongly encouraged to submit their Bids in advance of Bid Closing to allow sufficient time for the Bids to be uploaded into the Platform before the Bid Closing. The time a Bid is reflected as having been received shall be determined by the time shown under the Activity in the Folder log (“the Log”). If the upload time shown in the Log is after Bid Closing, the Bid will be considered non-responsive and will not be considered for Contract award. **Bids received after the Bid Closing shall n n (i)-2.6 (.8e co)2 .6 (d)3.7 ( C)17.(e)r t aTc C**

**3.0 Pre-Bid Conference:**

A Pre-Bid Conference will not be held for this Solicitation.

**4.0 Taxes:**

APS is exempt from the payment of any federal excise taxes. The price Bid must be net, exclusive of federal excise 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 percentage of the list price, which shall be deducted by APS in evaluating the Bid. The APS Federal Excise Tax Number is 54-6001128. Bidders located outside the Commonwealth of Virginia may charge and collect their own local/state sales tax when the Bid Documents provide that the Goods are to be picked up by APS at Bidder's out of Virginia place of business.

**5.0 Term of Contract and Renewals:**

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

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

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

5.4. For additional provisions regarding the Initial Contract Term and Renewal Contract Terms, the Bidder is directed to the Agreement provided with this solicitation and all Contract Documents referenced therein.

**6.0 Certification Regarding 4.6 (e) T(i)- (r)-4 (d) 10 (d) 1.6 (nc). (uo) 4.6 - (r)-4 m R) 4.6 (e)-1.6(g) 10.8a(d e) 9.2 (xpi) 6 (t)-4**

**10.0 Request for Comments:**

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

**End of Invitation**