

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MD 21701
TELEPHONE: 301-644-5042 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS
FOR
PLAYGROUND DESIGN BUILD SERVICES AND BULK EWF MULCH SUPPLY

PROPOSAL NUMBER:	15MISC4
PRE-PROPOSAL MEETING TIME/DATE/LOCATION:	2:00 P.M., local time, May 6, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701
PROPOSAL ATTENDANCE:	Not mandatory, however, attendance is encouraged.
PROPOSAL DUE TIME/DATE/ LOCATION:	2:00 P.M local time, May 18, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 All Saints Street)
TENTATIVE AWARD SCHEDULED FOR BOARD MEETING:	June 10, 2015

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

Stephen Starmer, Purchasing Manager
Kim Miskell, Assistant Purchasing Manager
X Billie Laughland, Buyer Specialist
Bill Meekins, Buyer Specialist
Scott Bachtell, Buyer Specialist

NOTE: Companies must have on file an approved General Application form in order to ensure notification of future bid solicitations. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, email: robin.underwood@fcps.org, if you are uncertain as to your company's registration status.

Issued: 4/27/15



Frederick County Public Schools' Calendar SY 2014-15
Approved February 26, 2014

August 2014

11 Mon New Teachers Report
19 Tue Teachers Report to Work: Training and Preparation
25 Mon First Day of School for Students

September 2014

01 Mon Schools Closed. Labor Day
19 Fri Schools Closed: Fair Day
24 Wed 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session
25 Thu Schools Closed. Rosh Hashanah

October 2014

06-09 Mon-Thu High School Assessments
17 Fri Schools Closed for Students: Teacher Work Day
31 Fri 2-Hour Early Dismissal for Students (End of First Term): Teacher Work Session

November 2014

03 Mon Schools Closed for Students: Teacher Work Day
04 Tue Schools Closed: Election Day
05 Wed Second Terms Begins
10-14, 17-21 Mon-Fri High School PARCC Assessments
21 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
24 Mon Elementary & Middle School Parent-Teacher Conferences in evening: Those schools open 4 hours late; high school is full day
25 Tue Elementary & Middle School Parent-Teacher Conferences in afternoon: Those schools dismiss 3.5 hours early; high school is full day
26 Wed Schools Closed: Thanksgiving Break
27-28 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

December 2014

01-05, 8-12, 15-19 Mon-Fri High School PARCC Assessments
24 Wed Schools Closed: Christmas Eve
25 Thu Schools Closed: Christmas Day
26-31 Fri-Wed Schools Closed: Winter Break

January 2015

01 Thu Schools Closed: New Year's Day
02 Fri Schools Closed
05-09, 12-16 Mon-Fri High School PARCC Assessments (12-15 Mon-Thu HSAs)
19 Mon Schools Closed: Dr. Martin Luther King Jr. Day
23 Fri First Semester (Second Term) Ends
26 Mon Schools Closed for Students: Teacher Work Day
27 Tue Second Semester (Third Term) Begins

February 2015

13 Fri Schools Closed for Students: Teacher Curriculum Day
16* Mon Schools Closed: Presidents' Day
27 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session

March 2015

02-27 Mon-Fri Elementary/Middle PARCC Assessments
20 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
31 Tue End of Third Term

April 2015

01* Wed Schools Closed for Students: Teacher Work Day
02*Thu Schools Closed: Spring Break
03 Fri Schools Closed: Good Friday
06 Mon Schools Closed: Easter Monday
07 Tue Fourth Term Begins
13-17 Mon-Fri High School PARCC Assessments; Science MSA
20-24 Mon-Fri Elementary, Middle, High PARCC Assessments; Science MSA
27-30 Mon-Thu Elementary, Middle, High PARCC Assessments; Science MSA

May 2015

01 Fri Elementary, Middle, High PARCC Assessments; Science MSA
04-08 Mon-Fri Elementary, Middle, High PARCC Assessments
08 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session
11-15 Mon-Fri Elementary, Middle, High PARCC Assessments
18-21 Mon-Thu High School PARCC Assessments and HSAs
22 Fri High School PARCC Assessments
25 Mon Schools Closed: Memorial Day
26-29 Tue-Fri High School PARCC Assessments

June 2015

15* Mon 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session
16*Tue Last Day of School for Teachers

*Includes 5 days for snow or other emergency closings. If all days are not needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are needed, we will make them up in this order: February 16, April 1 and 2, June 16 and 17.
3/21/2014

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek*** 240-236-2500
Stephanie Brown, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick ♦♦** 240-236-2900
Karl Williams, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor ♦♦** 240-236-3800
Cindy Alvarado, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
4. **Centerville** 240-566-0100
Tracy Hilliard, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
5. **Deer Crossing ♦** 240-236-5900
Heather Michael, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
6. **Emmitsburg *** 240-236-1750
Mary Ann Wiles, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
7. **Glade ♦♦** 240-236-2100
Lorcán Ó hEithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
8. **Green Valley** 240-236-3400
Leigh Warren, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
9. **Hillcrest *** 240-236-3200
Kimberly Seiss, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
10. **Kempton** 240-236-3500
Kristen Canning, Principal
3456 Kempton Church Road
Monrovia, MD 21770
Fax 240-236-3501
11. **Lewistown** 240-236-3750
Shirley Olsen, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
12. **Liberty** 240-236-1800
Angela Corrigan, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
13. **Lincoln ♦♦** 240-236-2650
Kathryn Golightly, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
14. **Middletown** 240-236-1100
Grades 3-5
Randy Perrell, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
15. **Middletown Primary ♦♦** 240-566-0200
Grades Pre-K-2
Karen Hopson, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
16. **Monocacy *** 240-236-1400
Allie Watkins, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
17. **Myersville** 240-236-1900
Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
18. **New Market *** 240-236-1300
Sharon West, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301

19. **New Midway-Woodsboro**
Giuseppe Di Monte, Principal
A) New Midway 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) Woodsboro * 240-236-3700
Grades Pre-K-2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
20. **North Frederick *** 240-236-2000
DeVeda Coley, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
21. **Oakdale *** 240-236-3300
Kimberly Clifford, Principal
9850 Old National Pike
Ijamsville, MD 21754
Fax 240-236-3301
22. **Orchard Grove *** 240-236-2400
Debra Myers, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
23. **Parkway** 240-236-2600
Elizabeth Little, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
24. **Sabillasville** 240-236-6000
Kate Krietz, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
25. **Spring Ridge ♦♦** 240-236-1600
Patricia Hosfelt, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
26. **Thurmont (Gr. 3-5)** 240-236-0900
Christina McKeever, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
27. **Thurmont Primary ♦♦** 240-236-2800
Grades Pre-K-2
Karen Locke, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801

28. **Tuscarora** 240-566-0000
Stephen Raff, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
29. **Twin Ridge ♦♦** 240-236-2300
Susan Gullo, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
30. **Urbana ♦** 240-236-2200
Jan Hollenbeck, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
31. **Valley *** 240-236-3000
Jason Bowser, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
32. **Walkersville** 240-236-1000
Tess Blumenthal, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
33. **Waverley ♦♦** 240-236-3900
Barbara Nash, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
34. **Whittier ♦♦** 240-236-3100
Amy Schwiegerath, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
35. **Wolfsville *** 240-236-2250
John Festerman, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
36. **Yellow Springs** 240-236-1700
Susan Kreiger, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

MIDDLE

37. **Ballenger Creek** 240-236-5700
Mita Badshah, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
38. **Brunswick** 240-236-5400
Barbara Keiling, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401

HIGH

50. **Brunswick** 240-236-8600
Nancy Doll, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
51. **Catoctin** 240-236-8100
Bernard Quesada, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
52. **Frederick** 240-236-7000
Kathy Campagnoli, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
53. **Governor Thomas Johnson** 240-236-8200
Jet Reid, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
54. **Linganore** 240-566-9700
David Kehne, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
55. **Middletown** 240-236-7400
Lee Jeffrey, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
56. **Oakdale** 240-566-9400
Jeff Marker, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
57. **Tuscarora** 240-236-6400
Andrew Kibler, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
58. **Urbana** 240-236-7600
Jay Berno, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
59. **Walkersville** 240-236-7200
Tracey Franklin, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250



KEY

- * Pre-kindergarten program available
- ◆ Special education pre-kindergarten available

Middle (continued)

39. **Crestwood** 240-566-9000
Donna L. Clabaugh, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
40. **Governor Thomas Johnson** 240-236-4900
Neal Case, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
41. **Middletown** 240-236-4200
Everett Warren, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
42. **Monocacy** 240-236-4700
Brian Vasquez, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
43. **New Market** 240-236-4600
Jennifer Bingman, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
44. **Oakdale** 240-236-5500
Stephanie Ware, Principal
9840 Old National Pike
Ijamsville, MD 21754
Fax 240-236-5501
45. **Thurmont** 240-236-5100
Jennifer Powell, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
46. **Urbana** 240-566-9200
Michelle Concepcion, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
47. **Walkersville** 240-236-4400
Stacey Hiltner, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
48. **West Frederick** 240-236-4000
Frank Vetter, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
49. **Windsor Knolls** 240-236-5000
T.C. Suter, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

OTHER

60. **Career and Technology Center** 240-236-8500
Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
61. **Carroll Creek Montessori Public Charter School *** 301-663-7970
Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 301-663-6107
62. **Frederick Classical Charter School** 240-236-1200
Erica Cummins, Principal
8445 Spires Way
Frederick, MD 21701
Fax 240-236-1201
63. **Frederick County Virtual School** 240-236-8450
Dr. Stacey Adamiak, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
64. **Heather Ridge** 240-236-8000
Denise Flora, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
65. **Monocacy Valley Montessori Public Charter School *** 301-668-5013
TBD, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 301-668-5015
66. **Rock Creek ◆** 240-236-8700
Mary Malone, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

*For other useful numbers,
see next page*

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MULCH SUPPLY

A. **GENERAL CONDITIONS AND INSTRUCTIONS FOR SMALL CONSTRUCTION, MAINTENANCE AND MISCELLANEOUS SERVICE CONTRACTS**

1. **PRE-PROPOSAL MEETING**

If warranted, a Pre-Proposal meeting will be held at the date and time indicated on the cover page of this solicitation package. Unless noted otherwise, the meeting will be held in the Conference Room of the Purchasing Department, located at 191 South East Street, Frederick, Maryland 21701.

Attendance at the Pre-Proposal meeting is **not mandatory** in order for your bid to be considered for an award, yet all vendors are strongly encouraged to attend.

The agenda for this Pre-Proposal meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.

Due to possible changes and/or additions to the specification, proposals should not be mailed until after the pre-proposal meeting. All changes will be processed through addenda to this solicitation package.

2. **TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the time of opening will be securely kept unopened. The representative of the Superintendent, whose duty it is to open proposals, will decide when the specified time has arrived. No proposal received thereafter will be considered. The Superintendent or his/her representative will not be responsible for the premature opening of proposals received, not properly addressed or identified. Any proposal may be withdrawn before the scheduled time for opening proposals. After a proposal has been opened, it may not be withdrawn.

All proposals received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or electronic mail bids will not be considered. Modifications by facsimile of proposals already submitted will be considered if received prior to the time set for opening. No proposals will be accepted via telephone.

Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.

In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS Administrative Offices are closed, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

3. **RECEIPT AND OPENING OF PROPOSALS**

Sealed proposals will be opened in the FCPS Purchasing Department, 191 East South Street, Frederick, Maryland 21701, on the day and hour stated herein.

All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled with the Proposal Number, Proposal Name, and Due Date/Time. This will help assure timely

Rev. 07.23.14

receipt of proposals in the Purchasing Department. Proposals not received in time due to improper labeling will be considered non-responsive. If not bidding, NO BID must be indicated also on the outside of the envelope.

4. PREPARATION OF BID/SIGNATURE

Proposals must be prepared on the enclosed proposal form(s) and in accordance with the specifications herein. Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the bidder to the contrary. Proposals by partnerships must be signed with the partnership name, followed by the signature and designation of the person authorized to sign. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the proposal as an agent shall file satisfactory evidence of his/her authority to do so, if requested.

Failure to properly sign the proposal document will result in rejection of the bid.

5. ERRORS IN BIDS/INTERPRETATION

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.

Should any bidder be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify the Purchasing Manager of FCPS. All bidders will then be notified, in writing, of clarification or additional information by means of addenda.

Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

If an error has been made by the bidder, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager and/or the Board (Board of Education). Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.

6. INSPECTION OF SITE

All visitors must report to and register in the main office. Each bidder shall visit the site and become informed fully as to the condition under which the work is to be done. Failure to do so will not relieve a successful bidder of his/her obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.

Where the specifications require field measurement the bidder shall perform the measurement and the Board assumes no responsibility for error in measurement. The bidder shall be expected to provide the item or material specified and to make good any situations which arise from error in measurement.

Site visits shall not be made after regular working hours, on Sundays, school holidays, or legal

holidays, unless previously agreed to by the Purchasing Department.

7. QUOTATION

The bidder shall complete the information requested on the proposal form(s). Prices quoted shall not exceed the prices established under any governmental price control regulations.

All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated under Special Notices. This applies to all vendors, whether they have received an award or not. **THE BOARD RETAINS THE RIGHT, WITH MUTUAL CONSENT OF THE BIDDER(S), TO UTILIZE BID PRICING WITH APPROVED PRICE CHANGES FOR FUTURE PURCHASES FOR AS LONG AS THE BIDDER(S) AGREES TO EXTEND THE CONTRACT.**

The Board will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in the Special Notices section of the bid document. No charge will be allowed for cases, boxes, cardboard, bottles, etc., or for freight expenses. Charges for express delivery will only be allowed if requested by the Board. Empty packages, cases, boxes, cardboard, bottles, etc., must be removed by the Contractor at his/her own expense.

If the contract includes equipment, all prices must be FOB-Destination (inside delivery). The bidder(s) is encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.

If two or more particular brands, models, or makes are listed in the specification (under Base and Alternate bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that the Board may require the Contractor to furnish whichever is preferred by the Board.

8. DISCOUNTS

The Board reserves the right to consider discounts in evaluating the bid. All discounts other than prompt payment should be calculated by the bidder.

9. BIDS FOR ALL OR PART

A bidder may restrict his/her bid to be considered in the aggregate by so stating, but should name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the items, without quoting a price on each and every separate item, may be considered non-responsive. Unless a bidder has restricted his/her bid, award may be made to the bidder submitting the lowest aggregate bid on a group of items of a similar nature or on an individual item basis, or any other basis deemed to be in the best interest of the Board.

10. STANDARD OF QUALITY, "OR EQUAL CLAUSES", MATERIALS SUBSTITUTIONS

Unless otherwise specified, all materials used for the manufacture or construction of any work covered by this bid shall be new and the workmanship shall be of the highest quality. Any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory. This is providing the material or article so proposed is of equal substance or function in the Purchasing Manager's opinion.

THE BRAND SPECIFIED IS USED ONLY TO ESTABLISH A QUALITY LEVEL. EQUIVALENT ITEMS WILL BE ACCEPTED UNLESS SPECIFICALLY NOTED OTHERWISE IN SPECIAL NOTICES.

When permitted in the specifications, bidders on construction contracts only may propose substitute items in their bid proposal, listing the manufacturer, brand name, model number, and nomenclature with reference to the page and paragraph in the specification where the substitution applies. There proposed substitutions do not need approval prior to submission of bid proposals unless required in the specifications. The substitutes must be approved by the Board before the contract award. Proposals of substitutes not acceptable to the Board can result in rejection of the bid or non-award of the contract.

In the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.

If for any reason the Contractor cannot guarantee his/her work using a material or equipment which has been specified, he/she shall so notify the Board in writing at least seven days in advance of the bid opening, giving reasons, together with the name and data concerning substitute products proposed. Requests for substitutions must be accompanied by documentary proof of equality and delivery from suppliers of both specified and proposed equipment and materials. A statement of any credit or extra cost involved shall also be included with the request.

Request for approval of substitutions may not be considered a cause for delay in any phase of the work to be accomplished. The Board's decision will be the final authority in all cases.

11. SAMPLES

Samples may be requested by the Purchasing Department for testing and evaluation purposes. Failure to submit samples as required at the time designated by the Purchasing Department shall be cause for rejection of that item.

All samples must be delivered with all charges prepaid to the FCPS, Purchasing Department, 191 South East Street, Frederick, Maryland 21701, plainly marked to indicate make/model, item #, name of bidder, bid name and number, date of bid opening, and must be accompanied by instructions as to the return thereof.

Accepted samples may be retained during the life of the contract. The right is reserved to retain any sample submitted with bids whenever deemed necessary to do so for the purposes of examination and testing. The Board reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.

Samples that are not retained shall be removed by the vendor within two weeks upon notification of the Award/Non-Award letter by the Board. Unless the samples, when received by the Purchasing Department, are accompanied with instructions as to their return, and include sufficient funds to defray shipping charges or provide for return by freight or express on a collect basis, samples shall become the property of the Board. Samples not removed within this two week period shall be disposed at the discretion of the Purchasing Department. Disposal may include retention and use by the Board without compensation to the bidder or person furnishing the samples.

12. BID BOND

Bid bonds are not required at this time except under special circumstances. See the Special Notices section of the bid document, if applicable.

13. PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds are not required on all bids. See the Special Notices section of the bid document, if applicable. If applicable, the successful bidder(s) may be required to submit either one or both of the following two bonds to the Purchasing Department within ten calendar days of receipt of the Notice of Award and in accordance with the terms stated below:

- A. **Performance Bond** in the amount of 100% of the contract price covering faithful performance of the contract; and
- B. **Payment Bond** in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

The cost of the performance bond and payment bond will be borne by the bidder(s) in all instances.

Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only prior to approval of the Purchasing Manager. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose -i.e., performance or payment.

Certified checks, if submitted, will be deposited in the Board's bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks.

Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders may use bonding companies rated A-/VIII or above by A.M. Best Company.

If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company and resubmit it to the Purchasing Department within ten working days after contact.

Upon receipt and approval of the performance bond and payment bond or the certified checks, an official purchase order will be issued and the contract initiated.

14. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

See the Special Notices section of the bid document for any changes to the insurance requirements, if applicable.

The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least ten days before Work commences. The Contractor shall not commence work until such insurance has been approved by the Board, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been obtained and approved.

A. WORKER'S COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of the contract Worker's Compensation Insurance as required by applicable State law for all of his/her employees to be engaged in work at the site of the project under the contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker's Compensation Insurance.

In addition, the Contractor shall procure and shall maintain during the life of the contract Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The Contractor will require any subcontractor to procure and maintain Worker's Compensation and Employer's Liability Insurance during the life of the contract. It will be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the Contractor or any subcontractor to comply with these provisions.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of the contract Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The XCU Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

Completed operations liability coverage shall be in force for one year after completion of work.

C. COMPREHENSIVE AUTOMOBILE LIABILITY

The Contractor shall maintain Comprehensive Automobile Liability Insurance (including all automotive equipment owned, non-owned and hired, operated, rented, or leased). Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury	\$1,000,000 per person/\$1,000,000 accident
Property Damage	\$1,000,000 each occurrence, or
Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000

D. SCOPE OF INSURANCE AND SPECIAL HAZARDS

The insurance required in B. and C. above shall provide adequate protection for the Contractor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone

directly or indirectly employed by him/her and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in B. above. Insurance coverage required under B. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

E. SUBCONTRACTOR'S INSURANCE

The Contractor shall either

1. Require each of his/her subcontractors to procure and to maintain during the life of the subcontracts Liability Insurance of the type and in the same amounts as specified above, or
2. Insure the activities of the subcontractors in his/her own policies. It will be the responsibility of the Contractor to insure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the contractor or any subcontractor to comply with these provisions.

F. BUILDER'S INSURANCE

The Contractor shall provide and maintain Builder's Risk Protection in the name of the Owner, Board of Education (BOE) of Frederick County, the Frederick County Board of Commissioners and the general Contractor. The policy shall stipulate coverage for Full Value of the Work on a Replacement Cost Basis and that losses are payable directly to the Owner. The policy shall provide coverage for perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, false work, temporary structures, demolition, debris removal, flooding and other such insurance coverage as required by the Contract Documents. These policies shall remain in effect until completion of punch list items.

This provision shall not release the Contractor of the obligation to complete according to plans and specifications the project covered by the contract, and the Contractor and his/her Surety shall be obligated to full performance of the Contractor's undertaking.

G. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the Board with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by the Board."

- H. The Owner, BOE of Frederick County, the Frederick County Board of Commissioners and other entities stipulated by the Owner, shall be named as additional insured on all Contractor policies, other than Worker's Compensation Insurance policy. The Contractor's insurance shall be primary and non-contributory to any insurance carried by the BOE of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

15. AWARDS OR REJECTION OF BIDS

In general, it is the intention of the Board to make awards to bidders submitting the lowest bid

prices provided; (a) all the terms of the invitation have been met; (b) the prices are reasonable; and (c) it is in the best interest of the Board to accept them.

The Board reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any irregularity in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.

Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of the Board that they have the necessary facilities, ability, and financial resources to execute the work in a satisfactory manner, and within the time specified. Bidders must demonstrate that they have the necessary experience, history and references which will assure the Board of Education of their qualifications for executing the work. (A detailed audited financial statement may be required.)

Bidders are required, as a part of their bid submission, to provide information regarding their firm's status as a Minority Business Enterprise (MBE) and the diversity of their firm's board of directors and company officers. Bidders also are required, as a part of their bid submission, to provide a plan for the utilization of minority Contractors, subcontractors or suppliers in executing the contract, if their firm receives an award.

The Board reserves the right to reject the bid of a bidder who has, in the opinion of the Board, previously failed to perform properly in contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

The Board reserves the right to award the bid within ninety days from the date of the bid opening unless a different time period is stated in the bid document.

In the event of tie bids where all other factors such as past performance are considered comparable, the awards shall be made to the Frederick County based vendor; the out-of-county but Maryland based vendor; and the out-of-state based vendor, in that order of preference.

16. MULTI-AGENCY PARTICIPATION

FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved

solely between the participating agency and the Award Bidder. FCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

17. OBJECTION TO AWARD RECOMMENDATION

Any bidder objecting to the Purchasing Manager's recommendation for award may protest the Purchasing Manager's action by formally notifying, in writing, to the Executive Director of Fiscal Services. The bidder's written protest must be received in the Purchasing Department at least five days prior to the Board meeting for which the bid award is scheduled. It is the vendor's responsibility to ascertain the date and time of the pertinent Board meeting. The protest must specifically and fully identify the bidder's objection(s); the legal basis for the objection, including the itemization of laws, regulations, policies, or bid procedures, etc., which have been allegedly violated; a statement of all facts which support the bidder's position; a copy of all documents which are relevant or upon which the bidder is relying; and a statement as to the relief sought by the bidder.

18. OBJECTION TO AWARD

Any objections to an award made by the Board must be filed, in writing, to the Executive Director of Fiscal Services and received within ten calendar days following the date of the award by the Board. The objection must specifically and fully identify the vendor's objections and any supporting legal or procedural authority.

19. CONTRACT

The form of contract may be noted in the Special Notices section of this bid solicitation or a copy may be included in this request for bids. If not, the following applies. When the Board accepts a bid and awards a contract, the purchase order/s, and any agreed upon the schedules, addenda, shop drawings, and other documents associated with the bid solicitation/submission/award process will constitute the contract. Notification of the contract award will be made by letter after approval by the Board.

Subsequently, no amendment, modification or change to the Contract shall be effective unless such change is in writing and signed by authorized representatives of FCPS and the vendor. Changes may not significantly alter the original scope of the agreement.

20. SHOP DRAWINGS

The Contractor shall verify all field measurements and shall submit three copies of all shop drawings and schedules required for the work of various trades. The Board shall review these documents only for conformance with the design concept of the project and compliance with the information given in the contract documents. The Contractor shall make any corrections required by the Board, file with them two corrected copies and furnish such other copies as may be needed. The Board's review of such documents shall not relieve the Contractor of the responsibility for deviations from drawings or specifications, unless he/she has in writing called the Board's attention to such deviations at the time of submission, and secured their written approval. Nor shall it relieve him from responsibility for errors in these documents.

21. AMERICAN STEEL REQUIREMENT

The Contractor shall comply with the provisions of Sections 17-301 through 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The Contractor's affidavit of compliance with these provisions may be required before payment can be made.

22. SURVEYS, PERMITS, LAWS, REGULATIONS, ROYALTIES, PATENTS AND TAXES

The Board shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor performs any work which it knows or should know to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Board, he/she shall bear all costs arising there from.

Wherever the law of the place of building requires a sale, consumer, use, or other similar tax, the Contractor shall pay such tax.

The Contractor shall pay all royalties and license fees. He/she shall defend all suites or claims for infringement of any patent rights and shall save the Board harmless from loss.

No charge will be allowed for Federal excise taxes, from which the Board is exempt. Exemption certificates, if required, will be furnished on forms provided by the bidder. Contractors and subcontractors who bid on the construction jobs for the Board after July 1, 1968, should include the MARYLAND SALE AND USE TAX on all purchases. Contractors will be required to pay the tax on all purchases and can recover it only as a part of their bid price.

23. USE OF PREMISES, PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

Contractors are responsible for removal of trash and debris and shall confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work or any other Contractor.

Only such loads as are consistent with the safety of that portion of the work shall be placed upon the work or any part thereof.

It shall be the Contractors' responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, where required.

They shall not interfere with Board personnel or students while they are conducting their required business. The Board reserves first right of salvage on all materials removed from Board facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Contractors shall pay all disposal fees and can recuperate them only by including them in the price bid.

At the completion of the work and before final payment is made, Contractors shall remove all rubbish from and about the building, and all tools, scaffolding and surplus materials, and shall leave the work site clean, including proper landscaping. In case of dispute, the Board may remove the rubbish and charge the cost to the Contractor.

24. USE OF MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays,

Rev. 07.23.14

shall be performed with the approval of and without additional expense to the Board, unless previously agreed to.

25. CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Board. The contract sum may be adjusted accordingly with the consent of the Surety first being obtained where necessary or desirable.

Charges or credits for the work covered by the approved change shall be determined by one or more or a combination of the following methods:

- A. Unit bid prices previously approved
- B. An agreed lump sum
- C. The actual cost of:
 - 1. Labor, including foremen
 - 2. Materials entering permanently into the work
 - 3. The ownership or rental cost of construction plant and equipment during the time of use the extra work
 - 4. Power and consumable supplies for operation of power equipment
 - 5. Insurance
 - 6. Social Security, (F.I.C.A.) and unemployment contributions.

To the cost under c. there shall be added a fixed fee to be agreed upon but not to exceed fifteen per cent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

26. WORK SITE SUPERVISION

At the work site, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. The superintendent shall not be changed except with the consent of the Board. The superintendent shall represent the Contractor in his/her absence and all directions given to him shall be as binding as if given to the Contractor. The Board shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

The Contractor shall at once report to the Board any error, inconsistency or omission which he may discover, but he/she shall not be liable to the Board for any damage resulting from any errors or deficiencies in the contract documents or other instructions given by the Board.

27. SUBCONTRACTORS

The Contractor shall give his/her personal attention constantly to the faithful execution of this contract. The Contractor shall keep the same under his/her own control and shall not assign or sublet by Power of Attorney or otherwise the work or any part thereof without the previous consent of the Purchasing Department. The Contractor may be required to submit to the Purchasing Department, in writing, the name of each subcontractor he/she intends to employ, the portion of the material to be furnished, his/her place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish the material as called for in the specifications.

The Contractor shall not legally or equitably assign any of the funds payable under the contract or its claim thereto, unless by and with the consent of the Purchasing Department.

The Contractor shall have the same provisions inserted in all subcontracts relative to the terms of the General Conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and the Board.

The Board reserves the right to approve or disapprove all subcontractors to be employed on a project. The Board reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. In the event the Board fails to approve a subcontractor or requires a change of subcontractor, the Contractor shall be liable for any increase in cost incurred as a result.

28. LOCAL LICENSING OF TRADE PERSONS

All trade persons performing work under this contract as a general Contractor or a subcontractor must be licensed in accordance with the requirements of the local subdivision and State, as appropriate. Any cost incurred as a result of this licensing requirement shall be borne by the Contractor.

29. PROTECTION OF WORK AND PROPERTY

The Contractor shall at all times safely guard his/her own work, adjacent property, and the Board's property from damage, injury, or loss in connection with this contract. The Contractor shall replace or make good any such damage, loss, or injury at his/her own expense, and at current replacement cost unless such be caused directly by errors contained in the contract or by the Board.

In case of inclement weather or an emergency that threatens loss or damage of property or safety of life, the Contractor will be allowed to act in a diligent manner, without previous instructions from the Board. He/she shall notify the Board thereafter of his/her actions. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Board for approval.

Where the Contractor has not taken action but has notified the Board of an emergency threatening injury to persons or damage to the work or any adjoining property, he/she shall act as instructed or authorized by the Board.

The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes. He/she shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazard created by such features of construction as protruding nails, hoist, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials. He/she shall designate a responsible member of the organization to be on the work site, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Board by the Contractor.

30. HEALTH AND SAFETY STANDARDS

When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.

When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.

All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.

The Contractor and subcontractors are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.

31. ASBESTOS

The Contractor is responsible to report to the Board any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, he/she may not introduce new asbestos or asbestos bearing materials into the site.

It is the responsibility of the Contractor to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.

If the Contractor intentionally endangers or jeopardizes the health of any building/school occupant through mishandling of hazardous material, the Contractor will be held liable for such action.

32. INSPECTIONS AND CORRECTION OF WORK

All work, all materials, whether incorporated into the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the Board, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall be removed immediately from the site. If, in the opinion of the Board, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Board shall be equitable.

The Board's representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

If the specifications, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Board timely notice of its readiness for observations. If the inspection is by another authority, the Contractor shall notify the Board of the date fixed for such inspection and shall use the required Certificates of Inspection.

If any work should be covered up without approval or consent of the Board, it must, if required, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered by the Board and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the Contractor shall pay such cost. If the defect in the work was caused by another Contractor employed by the Board, the Board shall pay such cost and recover the charges from the other Contractor.

33. GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Board shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee the material and workmanship on all services, equipment, materials, supplies, and labor furnished by him for a period of one year from the date of acceptance, unless a longer or shorter period of time is stated elsewhere in the specifications. If, within the guarantee period, any defects or signs of deterioration are noted, the Contractor, at his/her expense, shall correct the condition, or he/she shall replace the part or entire unit of work/equipment to the complete satisfaction of the Board. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board as least detrimental to the instructional programs.

Should the Contractor fail to comply with the terms of this guarantee, the Board may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the Contractor.

34. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Failure by the Contractor to complete the work of the contract or within the time specified stated on the proposal form will entitle the Board to deduct and retain out of funds which may be due the Contractor under this contract, a sum as follows for each calendar day in excess of the time stated, (including Saturday, Sundays, and legal holidays) until the contract is complete in accordance with the specifications.

The completion date for construction/renovation contracts is defined as substantial completion with a Use and Occupancy permit (if applicable). Liquidated damages will be assessed at the following rates:

<u>Amount of Contract</u>	<u>Liquidated Damages (per calendar day)</u>	<u>Liquidated Damages Beyond 21 days (per calendar day)</u>
\$200,000 or less	\$150	\$150
\$200,000 to \$1,000,000	\$150	\$150

(This document will not be used for contracts exceeding \$1,000,000.00)

This sum shall not be considered as a penalty but as a sum mutually agreed upon as the damages suffered by the Board because of delay.

Requests for extension of completion time due to strikes, lack of materials or any other causes over which the Contractor has no control will be reviewed after written applications is made to the Purchasing Department. Requests must occur immediately upon occurrence of conditions for a time extension.

35. BILLING AND PAYMENT

The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost. When requested, they shall give representatives of the Board access to accounts relating thereto.

Partial payments may be made at specific intervals depending upon the length and dollar value of the project. When partial payments are requested, the invoice or requisition for payment should be sent to the Finance Department for payment. Invoices for partial payments should show only the work performed and/or materials/equipment supplied and on site.

Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

If applicable, an amount of 10% from each application for payment will be withheld until final acceptance of the project by the Board. This amount may cover possible unsatisfactory performance or other damages.

Invoices shall be submitted to:

accounts.payable@FCPS.org

or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS
Finance Department/Accounts Payable Department
191 South East Street
Frederick, MD 21701

Invoices must be submitted in the same format as the proposal form or purchase order.

Invoices and packing slips must contain the following information:

- Bid Number
- Purchase Order Number
- Item Number (if applicable)
- Quantity (if applicable)
- Brief Description of Item or Work Performed
- Unit Price Bid/Partial Payment Amount
- Extended Total for Each Item
- Grand Total
- Public School Construction Number (PSC) (if applicable)

36. TERMINATION FOR DEFAULT

When the vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the Contractor, terminate the whole or any part of the contract in any of the following circumstances:

- A. If the Contractor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
- B. If the Contractor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
- C. If the Contractor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
- D. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.

In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, and in such manner as the purchasing manager deems appropriate, products and services similar to those so terminated, and the Contractor shall be liable to FCPS for any excess cost for such similar services provided that the Contractor shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

37. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or from time to time in part, whenever FCPS shall determine that such termination is in the best interest of FCPS. Written notice shall be given at least 60 days in advance. FCPS will pay for all services in accordance with contract pricing up to the date of the termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

38. NO PREVAILING WAGE RATES

However, when applicable (see "Special Notices"), the Contractor shall comply with Section 17-201 through 17-226 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended, which requires payment of prevailing wages as determined by the Commissioner of Labor on public works projects.

39. HOLD HARMLESS

It is understood that firms providing quotes for this project shall defend and hold harmless the Board and its representations from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

40. PUBLIC INFORMATION ACT NOTICE

Vendors should give specific attention to the identification of those portions of their bids which they deem to be confidential, or to contain proprietary information or trade secrets. Vendors should provide justification why such material, upon request, should not be disclosed by the School System under the Maryland Public Information Act, State Government Article, Section 10-611 through 628, Annotated Code of Maryland.

41. CONTRACT DISPUTE

Any dispute resulting from a question or fact arising under this contract shall be decided by the FCPS' Contract Administrator and the Purchasing Manager who will reduce their decision to writing and furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within 30 days the Contractor furnishes to the Executive Director of Fiscal Services and Purchasing Manager a written appeal addressed to the Board of Frederick County. The local Board has the right to hear appeals as provided by Maryland law.

The Board or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence. In connection with any appeal

preceding under this clause the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision.

This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

42. EMPLOYEES' RESPONSIBILITIES

All Contractors and subcontractors must abide by Board policies and regulations while working on FCPS property.

The Board to maintain a safe, healthy, and productive environment free of alcohol and drugs. The Board endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drugs-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the Contractor shall periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

43. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All technology-based instructional products must meet technical standards for accessibility established in Federal Section 508 of the Rehabilitation Act.

44. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as

defined herein.

45. ASSIGNMENT

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

46. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Baltimore County, Maryland.

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)

RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES AND BULK EWF MULCH SUPPLY

B. SPECIAL NOTICES

1. OTHER AGENCIES ELIGIBLE TO PURCHASE FROM THIS CONTRACT (modified)

The following agency/ies have expressed an intention to utilize this contract after it is awarded:

_____ Frederick Community College

_____ Various agencies under the auspices of the Frederick County Government

_____ Others: _____

Additionally, FCPS reserves the right to extend the opportunity to utilize this contract to any and all other public agencies and school districts in Maryland and outside of Maryland. Non-public schools may participate under any contracts for goods or commodities in Maryland. Participation by agencies not named above and requested after the bid is awarded must be mutually agreed upon in writing and in advance by the FCPS Purchasing Department, after consulting with the contract administrator, and the contractor.

By agreeing to extend the contract to other agencies, the contractor reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.

FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or contractors' failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the contractor and the public agency.

2. REMOVAL FROM BIDDER'S LIST

A company is solely responsible for obtaining, completing, and returning the General Application form; this is especially important where notification of the bid was obtained through advertisement, a bidder was informed by a sub-contractor, manufacturer, etc. Contact Robin Underwood, Vendor Maintenance Specialist, by via e-mail: robin.underwood@fcps.org to check the status of registration. The General Application is available on the FCPS website at: www.fcps.org/purchasing. The company is responsible for proper identification of bid categories on the form and is encouraged to contact a buyer in the Purchasing Department if he/she has questions. Applications are valid for a three year period. Therefore, it is imperative that the company notifies FCPS Purchasing Department of all address changes.

Only companies currently registered on the FCPS General Application will automatically receive notifications of a bid solicitation. Staff will review the mailing list of the previous bid for similar products/services. All registered companies will be sent a one-page notification of bid advising interested companies to visit the FCPS website in order to obtain a complete bid solicitation package.

FCPS will not be held responsible for a company's failure to become and remain a registered bidder, to identify appropriate bid categories on the registration form, or for failure to notify the Purchasing Department of an address change, to accomplish these things in a timely manner. The Bidder's Mailing List is the only reliable means of notification of bids to individual companies.

Bidders with a repeated history of not bidding in a specific category may be removed from the Bidder's Mailing List for that category at the discretion of the Purchasing Manager.

3. AVAILABILITY OF BID TABULATIONS/BID AWARD

Final award and a copy of the bid tabulation will be posted on the FCPS website: www.fcps.org/bidlist after BOE approval.

4. PROPOSAL SUBMISSION

- a. Due to possible changes and/or additions to the solicitation package, FCPS encourages bidders not to submit their proposal until after the date of the pre-bid meeting. All changes will be processed through appropriate addenda.
- b. The following items must be included in submission:
 1. Proposal pages completely and accurately filled out and signed.
 2. "Minority Business Enterprise" form completed and signed.
 3. "Statutory Affidavit and Non-Collusion Certification" form completed and signed.
- c. All inner and outer envelopes and packaging, used by Fed Ex, Ups and etc., should be labeled with the Bid Name, Bid Number, and Due Date/Time. This will help assure timely receipt of proposals in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.
- d. FCPS will accept all bid responses, however, only companies approved and qualified by FCPS' Purchasing Department will be considered for contract award. The Large Construction Bidders Application is available on the FCPS website at: www.fcps.org/purchasing. Applications are valid for a three year period. Completed applications may be submitted separately or included in the bid response. Pre-qualification prior to bid due date is strongly encouraged.

5. CONTRACT ADMINISTRATION

- a. The contract for playground installation will be co-administered by Jamie Hitchner, Curriculum Specialist for Health and Physical Education, and Ryan Carter, Project Manager, Construction Management. The contract for bulk mulch purchases will be administered by Jim McKeever, Grounds Crew Foreman, Maintenance Department. Please refer all questions regarding these specifications to Billie Laughland, Buyer Specialist, billie.laughland@fcps.org, with the bid name and number in the subject.
- b. When a vendor other than the awarded vendor(s) is used, the contract administrator or the originator of the requisition is required to submit written justification to the Purchasing Department for review. A copy of the written justification will be retained with the purchase order or in the contract file.
- c. Additional duties and responsibilities of the contract administrator are defined in Purchasing Regulation #200-7.

6. PRICING (Modified from Original Language)

- a. All unit prices shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Unit price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The

request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.

- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

7. EMARYLANDMARKETPLACE REGISTRATION

Contractors are required to register with <https://emaryland.buyspeed.com/bsa/> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

8. SCOPE AND BACKGROUND

- a. The intent of this solicitation is:
 - 1) to select a minimum of two qualified playground contractors who will provide professional design services, labor, materials, supplies, equipment and incidentals necessary to supply and install playground equipment. Names of the awarded vendors shall be provided to outside user groups, such as the PTSA, and to the FCPS construction department as prequalified to bid on playground structures.
 - 2) to award a separate unit price contract to only one vendor for bulk engineered wood fiber (EWF) mulch purchased by FCPS grounds crew. Vendors who are interested in bidding only on the bulk mulch portion of this bid may do so and do not need to submit a technical proposal.
- b. Only suppliers who offer diverse apparatus from one primary equipment manufacturer and who can provide a turnkey installation will be considered for award as a playground contractor.
- c. Any authorized mulch supplier, direct or indirect, may be considered for award of this portion of the contract.
- d. FCPS purchases playground apparatus for four student populations:
 - pre-kindergarten and kindergarten area certified for ages 2-5;
 - primary area geared toward students aged 5-8;
 - intermediate area geared toward students aged 8-12;
 - playground designed for students challenged primarily with autism-spectrum disorder.
- e. From December 1, 2009 to present, seven elementary schools received replacement of Pre-K/K, Primary, Intermediate and/or Challenges playgrounds averaging \$112,261 per project; projects included demolition and removal of old equipment, site work, supply and installation of new equipment, geotextile cloth/filter fabric, and underlayment of engineered wood fiber (EWF); and excluded fencing and entrance/egress walkways to the playground. ADA ramps and berms were only required at two sites.
- f. Bulk EWF mulch purchases for the FCPS grounds crew have averaged approximately \$22,000 per year with approximately 20 separate deliveries averaging 100 cubic yards per delivery.

9. CONTRACT TERMS FOR PLAYGROUND DESIGN & BUILD SERVICES

- a. The initial term of this portion of the contract is effective for two years, from date of award through May 31, 2017. FCPS retains the right and option to renew this contract for two additional two-year periods from June 1, 2017 through May 31, 2019, and June 1, 2019 through May 31, 2021. Renewal of this contract will be invoked at the discretion of the Board of Education. Upon submission of bid, the contractor consents to the possibility of contract renewal as a condition of award.
- b. FCPS retains the right to utilize other contracts for demolition, concrete walkways, asphalt paths/courts and/or berms, unless otherwise specified as part of a project's scope.
- c. The services and/or materials intended for purchase are based upon future needs of the system and are pending allocation of funds. No guarantee of any work is expressed or implied. Orders will be placed only as needs arise throughout the contract period.
- d. A list of approved manufacturers also will be given to any PTSA or parent group that wishes to donate funds to build or enhance their school's existing playground. Although they are obligated to receive prior approval from FCPS staff before installing permanently placed equipment on FCPS property, they may select from among any of these approved providers if the total amount of funds for the equipment purchase (not necessarily the installation or site work) is donated.
- e. The net equipment cost shall be calculated as a discount from list price and shall constitute the minimum guaranteed discounts for the life of the contract, including renewals. At the time of a Request for Quotation (RFQ) for actual services, the qualified vendors may offer an additional discount for competitive purposes.
- f. Manufacturer list prices may not change more than once per 12 month period.
- g. Technical specifications identifying minimum standards and design considerations are contained in Attachments 1 and 2 and shall be used by the qualified contractors as a basis for preparing actual project proposals.

10. CONTRACT TERMS FOR BULK ENGINEERED WOOD FIBER (EWF) PURCHASES

- a. The initial term of this portion of the contract is effective for two years, from date of award through May 31, 2017. FCPS retains the right and option to renew this contract for two additional two-year periods from June 1, 2017 through May 31, 2019, and June 1, 2019 through May 31, 2021. Renewal of this contract will be invoked at the discretion of the Board of Education. Upon submission of bid, the contractor consents to the possibility of contract renewal as a condition of award.
- b. Unit prices must be firm for the initial term of two years, from date of award through May 31, 2017.
- c. EWF mulch will be ordered in quantities of approximately 300 cu. yards per purchase order with delivery of 100 cubic yards at a time (due to limited space) to 7446 Hayward Road, 21702.
- d. Orders will be placed as needed basis through-out the year with no guarantees of quantity or dollar volume of purchase. The successful vendor will contact Jim McKeever prior to each delivery to coordinate the drop shipments. Jim can be contacted at 301.644.5152 (office); 301.745.9751 (cell) or james.mckeever@fcps.org.
- e. Samples may be required. If requested, they should be sent directly to Jim McKeever, Grounds Foreman, FCPS Maintenance Office, 7446 Hayward Road 21702.

- f. Technical specifications for EWF are contained in Attachment 3 and shall be used to establish the level of product quality to be used during installations.

11. BONDING AND INSURANCE

- a. At the discretion of the project manager and the Purchasing Manager or designee, FCPS may require a performance and/or payment bond covering up to 100% of the contract amount for a specific project. If required, FCPS would reimburse the contractor up to (2%) of the contract amount to offset the cost of obtaining the bond. An irrevocable letter of credit, also subject to reimbursement, may be submitted in lieu of a performance bond.
- b. A properly executed Certificate of Insurance will be required of the awarded contractor(s) within 10 days after award notification.
- c. See Section 14 of A. GENERAL CONDITIONS AND INSTRUCTIONS FOR SMALL CONSTRUCTION, MAINTENANCE AND MISCELLANEOUS SERVICE CONTRACTS, for types and limits of coverage required.

12. OPEN ENROLLMENT APPLICABLE FOR ADDITIONAL PLAYGROUND CONTRACTORS

- a. Annually, during the open enrollment period of September 1 through September 30, the purchasing department will accept letters of interest from additional contractors to become qualified under this solicitation. Any requests received outside of the month of September will not be considered and must be resubmitted during the next open enrollment period.
- b. Interested vendors will be notified to submit a technical and cost proposal in accordance with the same requirements stated in these specifications. Completed proposals must be received no later than twenty days from the date of notification.
- c. Contractors will be notified in writing of their qualification status no later than 45 days from receipt of their proposals.
- d. If accepted, they will become approved contractors effective the upcoming January, and will be considered for future playground projects.

13. MINIMUM QUALIFICATIONS FOR ELIGIBLE PLAYGROUND CONTRACTORS

Bidders shall meet the following minimum qualifications in order to be considered for final rankings by the evaluation committee:

- a. maintain a permanent place of business within Maryland or the surrounding states of Virginia, West Virginia, Pennsylvania or the District of Columbia;
- b. be certified to do business in Maryland as evidenced by a state of Maryland License;
- c. have been in the playground supply and installation business for at least three years;
- d. have been a representative for the equipment manufacturer being bid for at least one year;
- e. have the ability to provide computerized design documents;
- f. have a minimum bonding capacity of \$500,000 dollars;
- g. meet and maintain FCPS minimum insurance requirements;
- h. have successfully completed at least one playground project with a total minimum value of \$50,000 in the last two years;

- i. have experience with school systems in Maryland or the surrounding states of Virginia, West Virginia, Pennsylvania or the District of Columbia;
- j. demonstrate to the satisfaction of FCPS that employees who will be used on any FCPS project are properly trained, certified and experienced in the playground installation and inspection services;
- k. submit to FCPS and receive approval of the General Application and W-9 document prior to award, that is available at: www.fcps.org/purchasing;

14. PROPOSAL SUBMISSION FOR PLAYGROUND DESIGN AND BUILD SERVICES

- a. Submit one written copy and one electronic copy (CD or Flash Drive) of the Technical Proposal in one sealed envelope. Submit one written copy of the Cost Proposal in another sealed envelope. Seal both envelopes and put in a third outer envelope properly marking all envelopes with their contents, bidder's name and address, and the RFP # and title.
- b. The Technical Proposal submission shall include:
 - Responses to Bidder Questionnaire
 - Statutory Affidavit and Non-Collusion Certification
 - Minority Business Enterprise Information
 - Representations/Signature Page
- c. The Cost Proposal submission shall include:
 - Form of Proposal - Part 1 - prices are based on discount from list for equipment supply and percentage of list for installation services, and hourly labor charges (both prevailing wage and non-prevailing wage) for miscellaneous playground related work such as demolition and removal of existing equipment. NOTE: We are not requesting prices for shipping costs or site preparation.
 - Form of Proposal - Part 2 - a sample project, excluding shipping charges or site work.
 - Include a 2D equipment layout and site plan for the sample project.
 - Include a 3D project rendering the sample project.
- d. All parts of the Technical and Cost Proposals are to be completed. Points will be deducted for incomplete or missing responses, or responses that do not follow the format of the questionnaires and proposal forms.

15. EVALUATION AND AWARD FOR PLAYGROUND DESIGN AND BUILD SERVICES

- a. This part of the procurement will be conducted as a two-stage process involving a Technical and Cost Proposal.
- b. A committee of FCPS staff will independently review and evaluate each technical proposal and ranking will be made on the basis of the criteria and rubric listed below. The Selection Committee may conduct interviews with any of the firms.
- c. Cost Proposals for only the highest ranking firms shall be opened.
- d. It is FCPS's intention to recommend award to the top two most qualified firms; however, we retain the right to recommend award to more than two contractors.
- e. 100 points will be allowable for the Technical Proposal and will be assigned as follows:
 - 1) Business Operations 20 points
 - 2) Construction Procedures and Safety Compliance 30 points

- 3) Financial: 10 points
 - Insurance coverage for supplier and installer at or above FCPS requirements
 - Bonding capability for supplier at or above \$500,000
- 4) Submission of all requested documents and completeness of responses 20 points
- 5) References for supplier and installer (if not in-house) 20 points
- f. 100 points will be allowable for the Cost Proposal and will be assigned as follows:
 - 1) Submission of all requested documents and completeness of forms 40 points
 - 2) Total cost of equipment and installation for the sample project 60 points

16. POST AWARD PROCEDURES FOR SOLICITING PLAYGROUND DESIGN BUILD SERVICES

- a. Contractors that have been awarded under this RFP, and any additional contractors who are prequalified during the open enrollment periods, will be sent a RFQ when design build services are required.
- b. As a pre-requisite for consideration of their project proposal, contractors will be required to make a site visit and are expected to attend a pre-proposal meeting.
- c. The discounts and unit pricing from Form of Proposal - Part 1 shall be used to make a best and final offer (BFO) for demolition, removal, equipment supply and installation services. An additional courtesy discount is acceptable and shall be referenced on the project proposal form as a separate lump sum deduction.
- d. Costs for site preparation and shipping of materials shall be added as separate line items.
- e. The project proposal response will also require vendors to submit a drainage and site plan, 3-D color drawings of the equipment, and a 2-D plan drawn to scale and including the equipment layout within the provided use zone. The equipment color scheme will not be determined until the project has been finalized.
- f. Additional documents may be requested and, if so, will be specified in the RFQ.
- g. A committee consisting of the school principal and/or instructional supervisor, project manager, curriculum specialist for elementary physical education and health, and the purchasing agent shall evaluate the proposals and rank in accordance with a rubric that will be specified in the Request for Quotation.

17. PROPOSAL SUBMISSION, EVALUATION AND AWARD FOR BULK ENGINEERED WOOD FIBER MULCH SUPPLY

- a. Only one written copy of the Cost Proposal is required and must include:
 - Form of Proposal - Part 3
 - Material Safety Data Sheets for the product being bid
 - Statutory Affidavit and Non-Collusion Certification
 - Minority Business Enterprise Information
 - Representations/Signature Page
- b. Award will be made to the low, responsible and responsive bidder most nearly meeting the specifications contained herein.

**RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MUCLH SERVICES**

**TECHNICAL SPECIFICATIONS - PART I
EQUIPMENT FOR AGES 2-12: PREK/K, PRIMARY, INTERMEDIATE**

1. Number of Participants

The number of students may range from one class of approximately 30 students, an entire grade level of students, to multiple grade levels at the same time of approximately 200 students. Each playground apparatus; one for grades PreK/K (K-100), one for grades 1-2 (P-200), and one for grades 3-5 (I-300) shall allow for a child capacity of at least 75 students and include the elements listed below.

2. Space Requirements

Three separate playground *types* of apparatus areas shall include:

K -100 - Pre-Kindergarten and Kindergarten Play Area (certified for ages 2-5)

P -200 - Primary area (certified for ages 5-12)

I - 300 - Intermediate area (certified for ages 5-12)

3. Specifications (minimum)

3.1. Construction

- 3.1.1 All materials shall be new.
- 3.1.2 Manufacturer must be ISO 9001/2000 certified and have IPEMA certification for each component that shows conformance to ASTM-F1487-07ael.
- 3.1.3 The Pre-K/K area will be fenced by others.
- 3.1.4 Each area must be ADA accessible.
- 3.1.5 Playground apparatus hardware shall be stainless steel that resists rust and corrosion and is tamper-proof.
- 3.1.6 Structural components, tubing, decks, ladders, etc. shall be constructed of galvanized steel or aluminum and finished with zinc plating, polymer or equivalent coating, and powder coating. Powder coating shall be resistant to chipping and color fade resistant.
- 3.1.7 Playground apparatus shall have a minimum of 4 ½ inch diameter posts for grade 1-5 and 3 ½ inch diameter posts (minimum) for the PreK-K area.
- 3.1.8 Playground apparatus component attachments should not overlap deck surfaces and should be free and clear of tripping hazards.
- 3.1.9 There shall be an eight foot maximum deck height for the I-300 (grades 3-5) area, a six foot maximum deck height for the P-200 (grades 1-2 area), and a five foot maximum deck height for the K-100 (grades PreK-K) area.
- 3.1.10 There shall be an element of flow and continuous movement among all of the elements of the playground apparatus. This element of flow shall allow students to develop their cardio-respiratory endurance as well as their muscular strength and endurance as they move through the playground apparatus.
- 3.1.11 All slides, roofs, and other plastic components shall be rotationally molded of a linear low density, UV and color stabilized polyethylene.
- 3.1.12 4" perforated PVC underdrain pipe with non-perforated outfall to daylight or to storm drain.
- 3.1.13 Installing a Geo-Textile material under the stone is determined by the Project Manager and is site specific if the ground is determined to hold water.
- 3.1.14 Borders shall be constructed of wood unless otherwise specified in each RFP.
- 3.1.15 Underlayment shall be Engineered Wood Fiber (EWF) unless otherwise specified in each RFP.
- 3.1.15 EWF must meet The International Playground Equipment Manufacturers Assoc. (IPEMA) ASTM F2075, F1292 and F1951 standards. It shall be distributed (in location and depth) in accordance with the CPSC. The top of the mulch shall be at finished grade. 12" inches of mulch should be compacted to 9".

- 3.1.16 All disturbed areas must be restored to their original state and shall include grading and seeding around the finished play area.
- 3.1.17 The exact location and size of the playground projects shall be determined at the site visit.
- 3.1.18 Contractors are to provide a measure-off and state a maximum space for the play area they are proposing on a project by project basis.
- 3.1.19 Installation scheduling and color schemes shall be coordinated through the construction department contract administrator.
- 3.1.20 A maintenance kit shall be provided for each separate playscape to the the construction department contract administrator upon successful completion of each project. It shall consist of a parts manual or directions for online parts ordering; wrenches or other special tools needed to adjust or replace special vandal resistant fasteners; extra hardware, appropriate paint for touch up, graffiti kit and appropriate MSDE Sheets.

3.2 Certification Compliance

- 3.2.1 Contractors shall meet manufacturer's specifications and industry standards for installation.
- 3.2.2 Installers must be certified by the manufacturer of the equipment being installed and shall meet all industry requirements. Third party installers are not acceptable unless under the direct supervision of the awarded contractor at all times. The installer must be named at the time of this bid submission and may not be changed without the knowledge and pre-approval of the FCPS purchasing and construction departments.
- 3.2.3 Play structures shall meet the minimum of the ADA accessibility requirements in accordance with the United States Access Board, www.access-board.gov. Any additional ADA requirements, such as wheelchair accessible ramps, would be indicated in the scope of work on a project by project basis.
- 3.2.4 Systems shall meet National Playground Standards as referenced:
www.iso.org: International Standards Organization # ISO 9001—2008 or later
ISO 14001—2004 or later
www.astm.org: American Society for Testing and Materials (ASTM) International Standards; ASTM F1487 and ASTM F1292
www.marylandpublicschools.org: Physical Education Facilities Guidelines for New Construction and Major Renovations, MSDE, June 2011
www.cpsc.gov: US Consumer Product Safety Commission and CPSIA Improvement Act of 2008

4. FCPS Minimum Standards for Each Playground Apparatus Area

*NOTE: **Many playground apparatus components can incorporate multiple elements.*

4.1 Spinning/ Swinging/ Swiveling

- 4.1.1 There shall be a minimum of four swinging/ spinning/ swiveling elements. At least one of each element (swinging, spinning, and swiveling) should be included. "Traditional" swings (with bays as a separate apparatus) shall not be included.
- 4.1.2 On the K -100 - Pre-Kindergarten and Kindergarten Play Area (certified for ages 2-5). There shall be a minimum of three swinging/spinning/swiveling elements. At least one of each element (swinging, spinning, and swiveling) should be included. "Traditional" swings (with bays as a separate apparatus) shall not be included.

4.2 Climbing and Brachiating

- 4.2.1 For the P-200 and I-300 Playgrounds, a minimum of 6 components shall be provided for climber and overhead component play. At least two of these components shall provide for

brachiating (arm-over-arm) skill development. At least one component shall be a climbing wall that links to a deck no higher than 6 feet. At least one component shall be a net climber. At least one component shall have dynamic motion. At least one component shall link to a deck or other component. At least one component will allow students to perform a pull-up/chin-up exercise. Climbing poles (like a “fireman’s pole”) shall not be included.

- 4.2.2 On the *K -100* - Pre-Kindergarten and Kindergarten Play Area (certified for ages 2-5) there shall be a minimum of two components for climber and overhead component play. One component shall provide for brachiating (arm-over-arm) skill development and shall be short in length (approximately 6 feet).

4.3 Sliding

- 4.3.1 A minimum of three separate slides shall be in place. No tube slides shall be included.

4.4 Balancing and Rocking

- 4.4.1 A minimum of two balance activities shall be included. Log roll type elements shall not be included.

4.5 Linking Components and Ramps

- 4.5.1 A minimum of three linking components shall be used. At least one component shall incorporate brachiating. At least one component shall incorporate balance skills. At least one component shall incorporate climbing skills. No crawl tubes, tunnels, or track rides type elements shall be included.
- 4.5.2 Ramps are linking components used as access for all children, but are necessary for children with disabilities. A minimum of one ADA wide-ramp should be provided to allow access for students to a higher deck height (deck height that is a minimum of three feet). The width of this ramp should be a minimum of 64.25 inches in order to provide dual access for disabled and non-disabled students. This ramp should provide access to at least four ADA-accessible components.

4.6 Panels and ground level play components.

- 4.6.1 A minimum of two interactive play panels shall be included. At least one panel shall be placed in the “crow’s nest” position adjacent to the ramp so that a student in a wheelchair can fully access the component.
- 4.6.2 The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space. These spaces shall include ground level components; however, supervision of these components shall be considered in their placement.
- 4.5.6 A minimum of five ground level play components that address a variety of needs, including socialization, manipulation, imaginative play, balance, and/or auditory stimulation, shall be included.

4.7 Shade Structures

At least one deck surface (top crow’s nest recommended) shall be shaded, with particular care that the top approaches to all slides are shaded as well.

**RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MUCLH SERVICES**

**TECHNICAL SPECIFICATIONS - PART II
RECOMMENDED EQUIPMENT FOR CHALLENGES PLAYSCAPE Ages 5-12**

1. Overview

1.1 Play is an essential component of a comprehensive school physical activity program and of the total educational experience for elementary students. Playscapes, including playground apparatus, provide a safe setting for play to occur. These facilities are also vital to the school's physical education program.

1.2 According to the American Psychiatric Association, autism is a developmental disorder that affects individuals' socialization and communication. For students with autism-spectrum disorders, the need for play, sensory input, and socialization is particularly great. Students with autism need a playscape that specifically addresses their needs.

2. Goal

2.1 Students with autism-spectrum disorders enrolled in the "Challenges" program will derive physical, social, cognitive, sensory, and emotional benefits through a playscape that consists of a diverse and wide array of playing experiences. This playscape will include a playground apparatus and freestanding playground elements. The playscape will specifically meet the needs of students with autism for free play (recess), their instructional program, and physical education class.

3. Number of Participants

3.1 Approximately 25 students with a variety of disabilities and impairments, including autism-spectrum disorders, who range in age from 5-12 years of age, will be using a specified and dedicated space at one time. Often, these students will be working with adult instructional assistants in a 1:1 to a 1:3 ratio.

4. General Characteristics of Autistic Students

4.1 The general characteristics of autistic students will need to be considered in the design of the courtyard playscape. While there is much variation among individuals with autism, in general, students with autism have:

- 4.1.1 A lack of expressive communication skills
- 4.1.2 Difficulty with receptive processing of verbal language
- 4.1.3 Sensory integration problems related to depth perception and vestibular stimulation
- 4.1.4 A need for visual organization and visually defined boundaries
- 4.1.5 Diminished or absent response to potential hazards
- 4.1.6 Low or absent motor planning skills
- 4.1.7 Low muscle strength
- 4.1.8 Low hand-eye coordination
- 4.1.9 Short time on task
- 4.1.10 Lack of awareness of self-regulation skills (for example, lack of awareness regarding overheating and overexertion)
- 4.1.11 A need for co-active assistance from teachers or instructional assistants

5. General Design Considerations

5.1 There shall be an element of flow and continuous movement among all of the elements of the playscape. This element of flow shall allow students to develop their cardio-respiratory endurance as well as their muscular strength and endurance, flexibility, coordination, and balance as they move through the playscape.

- 5.2 Activity areas are designed so that students can be physically active alone or in groups. A range of individual and cooperative activities shall be in place so that students can self-select activities that match their abilities and interests. Spaces shall encourage social interaction.
- 5.3 The color scheme shall be bright and inviting. This is in direct contrast to the muted classroom environment; through color, the signal of an invitation to play occurs.
- 5.4 Supervision of all play components is a priority and shall be considered in their placement.
- 5.5 Playground apparatus shall have a maximum deck height of four feet.
- 5.6 Playground apparatus shall be designed to give staff members space to stand on the ground and provide hands-on assistance to students while on the unit. The unit shall also allow for a maximum number of components to be installed along the exterior of the apparatus for these purposes.
- 5.7 Care should also be taken to provide as many entrance/exit points as possible along all parts of the unit so that staff have a close and easy descent if it is necessary to leave the unit with a student.
- 5.8 A variety of heights and activities shall be placed to allow older and younger students to enter and exit according to their individual abilities.
- 5.9 Components related to vestibular stimulation (such as swinging, swaying, and rocking components) as well as play panels shall be purposely placed far apart so that they can be used appropriately but not more often than the other components.

6. FCPS Minimum Standards for Playground Apparatus Area:

*NOTE: **Many playground apparatus components can incorporate multiple elements.*

6.1 Spinning/ Swinging/ Swiveling Elements

- 6.1.1 There shall be at least one swinging experience, one spinning experience, and one swiveling experience.
- 6.1.2 A traditional “merry-go-round” shall not be used.
- 6.1.3 Two freestanding elements will be swings. One bay will have a tire swing (individual play), while the other bay will allow for a swing with multiple users (social play).

6.2 Climbing and Brachiating Elements

- 6.21 A minimum of two components shall be provided for climber and overhead component play. At least one climbing element and one overhead element shall be included in the experience.
- 6.22 At least one of these components shall provide for brachiating (arm-over-arm) skill development. Yet, this component shall be short in length, (not to exceed a length of 6 feet), as the skill of brachiating utilizes complex motor planning and needs significant strength. Therefore, students will rely on instructional assistance, which is physically taxing for the adult.
- 6.23 At least one component will allow students to perform a pull-up/chin-up exercise.
- 6.24 Climbing poles (like a “fireman’s pole”) shall not be included.
- 6.25 Climbing elements shall not lead to a space where students can “hide” or stay; all climbing elements must lead to another element.
- 6.26 There shall be no overhead experiences that represent a hand-held zip-line.

6.3 Sliding Elements

- 6.3.1 A minimum of three slide elements shall be provided.
- 6.3.2 One element shall be a “double” slide where two slides are placed side-by-side for socialization.
- 6.3.3 One slide shall be a fast slide (sometimes referred to as a zip slide).
- 6.3.4 One slide shall be a spiral slide. (A good experience choice for children with autism, but adds cost to the project).
- 6.3.5 No tube slides will be utilized.

6.4 Balancing and Rocking Elements

- 6.4.1 A minimum of three balance activities shall be included.
- 6.4.2 One element shall be a “lily pad” or “step stool” type element (that can also serve as seat/gathering place for students).
- 6.4.3 One element shall be a balance beam placed on springs.
- 6.4.4 No log roll type elements or rope walk type elements (including nets) shall be included.
- 6.4.5 No spring rocker riders shall be used.

6.5 Linking Components and Ramp Elements

- 6.5.1 A minimum of three linking components shall be used.
- 6.5.2 One element shall be a bridge that bounces.
- 6.5.3 No crawl tubes or tunnels shall be used.
- 6.5.4 No net links shall be used.

6.6 Panel Elements and Ground Level Play Components

- 6.6.1 Pretend play or imaginative play is a very rare, high level skill for autistic students. Panel elements should not necessitate pretend play to be fully utilized.
- 6.6.2 One ground level element shall be a talk tube.
- 6.6.3 One element shall be auditory/musical in nature.
- 6.6.4 A minimum of five interactive play panels shall be included. These play panels shall address a variety of needs, including socialization, manipulation, imaginative play, balance, and/or auditory stimulation.
 - One play panel shall be dynamic and auditory in nature (for example, a rain wheel)
 - One play panel shall have a black and white design that spins
 - One play panel shall have the alphabet with recessed letters so that students can use fine motor skills to trace the letters
 - One play panel shall have a recessed maze that students can use fine motor skills to trace
 - One play panel shall have a steering wheel
- 6.6.5 The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space. These spaces shall include ground level components; however, supervision of these components shall be considered in their placement.

7. Freestanding elements (considerations but not required).

- 7.1.1 Other forms of freestanding elements may be considered, such as a picnic table with shade cover, or a standing sandbox with a cover for the table that is wheelchair accessible.

Fibar® Engineered Wood Fiber

Product Specification

Part I – General Information

Quality Control, Applicable Testing Certifications and Sustainability

- IPEMA Certification – www.ipema.org
 - IPEMA provides a Third-Party Certification Service where an independent laboratory provides written validation of a participants' certification of conformance to certain safety standards for their products.
 - These certifications include ASTM F1292 and ASTM F2075.
 - The Third-Party Certification Service has randomly selected and tested some of the products of the participating company.
 - The Third-Party Certification Service has performed a plant and/or home office inspection, involving a review of the participants' Quality Assurance Program, installation instructions, and compliant follow up systems.
 - The list of IPEMA-certified products is maintained exclusively by Detroit Testing Laboratory.
- ASTM F1292
 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
 - Test results must be for Engineered Wood Fiber and Mats.
 - Test performed on new material.
 - Test performed on 12 year old Engineered Wood Fiber.
 - Test results for Engineered Wood Fiber must show G-max values of less than 155G for an 8" thick system or 120G for a 12" system with a 12' drop height, and HIC values less than 1,000 for both new and 12-year-old materials.
 - Test results for Engineered Wood Fiber must show G-max values of less than 200G for a 12" system with a 14' drop height, and HIC values less than 1,000 for both new and 12-year-old materials.
 - Test results for mats must show G-max values of less than 200G and HIC values of less than 1,000 for a 3' drop height.
- ASTM F1951
 - Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
 - Must meet the intent of the Americans with Disabilities Act (ADA).
- ASTM F2075
 - Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.
 - Material must undergo the test method described in Section 9.0 to determine the presence of tramp metal particles. Metal particles embedded or mixed in Engineered Wood Fiber may cause injury if a child were to fall on/or come in contact with them. The limit for tramp metal was set to reduce the potential of injury.
 - Standard wood chips, bark mulch or materials from recycled pallets will not be acceptable.
- LEED® Credits
 - Products assist in obtaining LEED® (Leadership in Energy and Environmental Design) credits for projects.
 - Sustainability Analysis performed by a LEED Green Associate.
 - Recycled Content, Regional Materials, and Construction Waste Management, along with others, are available for use in LEED project certification.

Part II – Material Data

- Engineered Wood Fiber
 - Shredded wood fiber consisting of randomly sized pieces.
 - Recycled from wood mills and truss plants.
 - Does not exceed 2" in length.
 - Contains no more than 15% fines to aid in compaction.
 - Depth of material – based on Critical Fall Height.
 - < 10' = 6"
 - 10' = 8"
 - 12' = 10"
 - 14' = 12"
- Drainage System – Patented under U.S. Patent numbers 4,679,963; 5,026,207 and 5,076,726, and other patents pending.
 - FibarDrain
 - Drainage matrix that channels water away from playground.
 - Minimum flow rate of 10 gpm/ft.

- Needle-punched 100% non-woven geotextile sleeve encasing a monofilament nylon mesh.
 - Laid out on 6'-0" centers in the direction of the grade.
 - Prevents deterioration of Fibar Engineered Wood Fiber.
- FibarFelt
 - Needle-punched 100% non-woven geotextile fabric that separates the Engineered Wood Fiber from soil below.
 - Material allows water to flow through, and prevents rock and soil contamination of the Engineered Wood Fiber.
 - Designed to cover the sub-grade and drainage matrix to ensure proper drainage.
 - Seams should be overlapped 3".
- Accessory Items
 - FibarMat
 - 3' x 3' x 1.5" with beveled edges (ADA compliant) on all sides.
 - Placed under each swing seat, tire swing, slide exit, and sliding poles.
 - Prevents excessive wear under swings and slides.
 - Can be placed on top, in middle or under Engineered Wood Fiber (but over FibarFelt).
 - ADA Wheelchair Access Ramp
 - Crafted from High-Density Polyethylene.
 - Won't fade, splinter or crack.
 - Wide enough for motorized wheelchairs.
 - FibarGuard Borders
 - Crafted from High-Density Polyethylene.
 - Won't fade, splinter or crack.
 - Rounded corners prevent injury.
 - Four feet long and 12" high.

Part III – Site Preparation and Installation

PLEASE NOTE: In accordance with standard design and construction practices, The Fibar Group, LLC and its Representatives recommend using the services of a certified engineer, architect, or landscape architect who is familiar with local soil and climate conditions to evaluate and interpret any information provided by The Fibar Group, LLC and its Representatives. The Fibar Group, LLC assumes no responsibility for determining the size of the playground or the safety zone between the equipment and the border. Installer must thoroughly examine the site and specifications, carefully checking the dimensions before starting work. All instructions are subject to equipment manufacturers' installation specifications and in accordance with the licensing requirements of The Fibar Group, LLC, these specifications, and conformance with the dimensions, notes and details shown on the plans.

- In-Ground Installation (Exiting at Grade Level)
 - Excavate area to proper depth, based on Critical Fall Height.
 - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip.
 - On grades of greater than 10% - use of FibarSystems is not recommended.
 - Remove all roots, stones, and vegetation.
 - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
 - Excavate trench 2" wide x 6" deep, perpendicular to grade at lowest point of playground area.
 - Install FibarDrain and connect low end of strip to storm drain or similar device to remove collected water.
 - Install playground equipment.
 - Install retaining border or curb.
 - Install FibarDrain strips at 6' centers in direction of grade.
 - Cover sub-grade and drainage trench with FibarFelt.
 - Allowing 3" overlap at all seams.
 - Slit to fit around footings of equipment.
 - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
 - Install FibarMat wear mats either on FibarFelt, in middle of Fibar Wood Fiber or on top of system.
 - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth.
 - Spread Fibar® Wood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
 - Care should be taken when driving over FibarDrain.
 - Do not make sharp turns on FibarFelt or FibarDrain.
 - Install all materials delivered.
 - Additional materials are supplied to account for natural compaction.
 - Material may be several inches high, until it compacts.
 - Feather edges to make smooth transition to grade or border.
 - Hand spread and rake for smooth, finished surface.
 - After two weeks of active use, surface should be raked again.

- Consumer Product Safety Commission (CPSC) and ASTM recommend Use Zones of at least 6 feet around all equipment, except:
 - Swings – Use Zone equal to 2 times the height of top rail is needed in front and behind swings.
 - Slides – Use Zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
- Complete information on use zones can be found at CPSC and ASTM.
- Above-Ground Installation (Exiting at Border or Curb Level)
 - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip. FibarDrain Strip should be installed so that it discharges outside of playground borders.
 - On grades of greater than 10% - use of FibarSystems is not recommended.
 - Remove all roots, stones, and vegetation.
 - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
 - Install playground equipment.
 - Install retaining border or curb.
 - Install FibarDrain strips at 6' centers in direction of grade.
 - Cover sub-grade and drainage trench with FibarFelt.
 - Allowing 3" overlap at all seams.
 - Slit to fit around footings of equipment.
 - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
 - Install FibarMat wear mats either on FibarFelt, in middle of Fibar Wood Fiber or on top of system.
 - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth
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 - Care should be taken when driving over FibarDrain.
 - Do not make sharp turns on FibarFelt or FibarDrain.
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 - Slides – Use Zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
 - Complete information on use zones can be found at CPSC and ASTM.

Part IV – Warranty & Insurance

- Manufacturer's Limited Warranty
 - The Fibar Group, LLC provides a written 25-year warranty against loss of resiliency for the Fibar System 300.
 - The Fibar Group, LLC provides a written 20-year warranty against loss of resiliency for the Fibar System 200.
 - The Fibar Group, LLC provides a written 15-year warranty against loss of resiliency for the Fibar System 100.
 - The Fibar Group, LLC provides a written lifetime warranty on the FibarFelt geotextile fabric material.
 - The Fibar Group, LLC provides a written lifetime warranty on the FibarDrain drainage matrix.
 - The Fibar Group, LLC provides a written 3-year warranty on the FibarMat wear pads.
- Product Liability Insurance Certificate with project owner named as certificate holder.

Part V – Memberships & Certifications

- Memberships
 - The Fibar Group, LLC is a member of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven organization whose mission is to assist in providing creative, fun, and safe play environments for children.



- Certificate of Compliance



ADA/ASTM F1951



ASTM
F1292



ASTM
F2075

Part VI – Details & Drawings

SYSTEM	DESCRIPTION	CRITICAL HT.	USE
312	12" Fibar, Fibar Felt, Fibar Drain	14"	Playground
310	10" Fibar, Fibar Felt, Fibar Drain	12"	Playground
308	8" Fibar, Fibar Felt, Fibar Drain	10"	Playground
306	6" Fibar, Fibar Felt, Fibar Drain	N/A	Jogging Track
ALL	Minimum 36" x 36" x 1.5" Fibar Mat		Playground

Note: Depth measurements are approximate after compaction

ABOVE GROUND INSTALLATION DETAIL

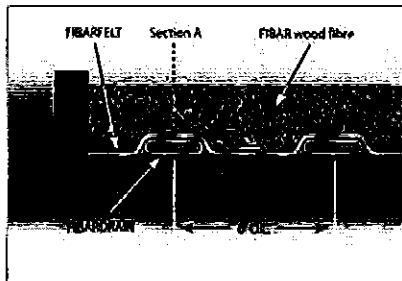


Figure 2

IN-GROUND INSTALLATION DETAIL

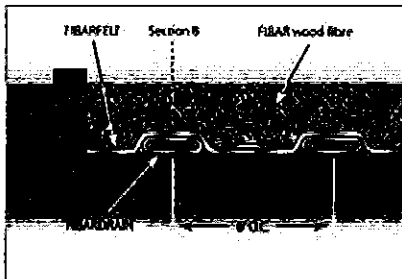


Figure 4

Note: Diagrams are not to scale. For illustration purposes only.

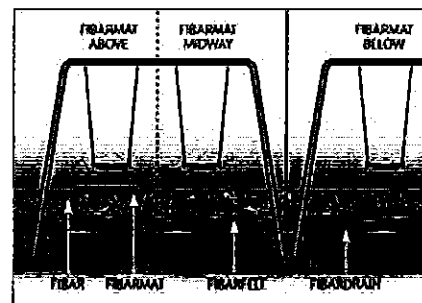


Figure 1

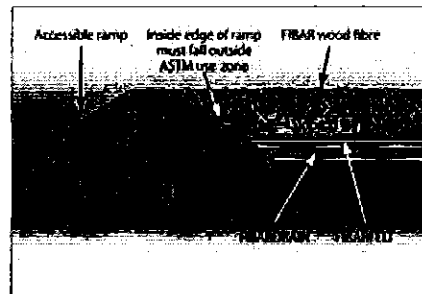


Figure 3. Entrance and exit ramps into the Fibar surface should have a minimum slope of 1 in 12 or must meet current ADA, state or local regulations.

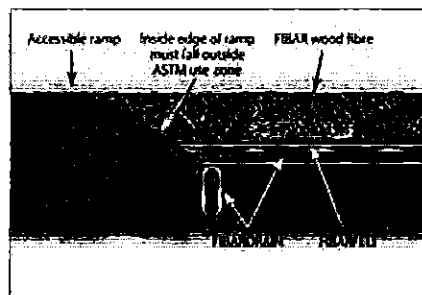


Figure 5. Entrance and exit ramps into the Fibar surface should have a minimum slope of 1 in 12 or must meet current ADA, state or local regulations.

MATERIAL SAFETY DATA SHEET

I. PRODUCT DESCRIPTION:

Product Name	Fibar Engineered Wood Fiber
Composition	Natural Wood

II. HAZARDOUS INGREDIENTS:

There are no materials of a hazardous nature in the composition of this product.

III. PHYSICAL PROPERTIES:

Physical Form	Dry solid particles in a dense bulky form
Color	Varies from shades of gray to tan
Bulk Density / Weight	Nominally 475 pounds per cubic yard
Moisture Content	Maximum 50%, Minimum 4%
Particle Size	Nominally 1-1/2 inches long dimension with some particles being less than .010 inches
Odor	A slight wood odor can be detected by most people

IV. FIRE AND EXPLOSION DATA:

Flash Point	Engineered Wood Fiber contains no flammable liquids and emits no flammable vapors.
Auto-ignition Temperature	Greater than 400 degrees Fahrenheit
Fire Potential	As with most combustible materials, there is the potential for accidental fires. When the product is used as a ground cover it is very unlikely that it will be ignited accidentally. Even where ignition occurs, the fire will not spread without the support of a strong wind or other aids. Often the ground moisture present will be sufficient to suppress the burning. There is no documented evidence of accidental fires with this type of product.
Extinguishing Media	Water
Fire Fighting Procedure	Any of the standard procedures for extinguishing fires with water is effective. The methods that apply copious amounts of water in a dense mist are especially effective. There are no special concerns for the fire fighter; normal precautions for a non-hazardous material fire are recommended.

V. HUMAN HEALTH DATA:

Ingestion	Inadvertent ingestion of Engineered Wood Fiber is not harmful, but is unpleasant.
Inhalation	During application, workers should be provided with dust masks. After the product is applied, there is no risk of inhalation.
Medical Conditions	Persons with known respiratory conditions or allergies to wood dust or cellulose fibers should not work in areas where Engineered Wood Fiber is being unloaded or installed.

VI. EMERGENCY AND FIRST AID PROCEDURES:

First Aid for Eyes	Flush eyes with sterile water to remove dust particles. If this fails, get the injured person to a physician.
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VII. EMPLOYEE PROTECTION RECOMMENDATIONS:

Eye Protection	Workers applying or spreading the product should wear safety glasses with side shields and masks.
Ventilation	If the product is stored indoors, ventilation should be provided that is sufficient to keep the dust at a comfortable level for the workers. Otherwise ventilation is not necessary.

VIII. PRODUCT STORAGE RECOMMENDATIONS AND PRECAUTIONS:

Storage	The product may be stored outdoors if the storage area floor is firm and well drained. A pile of Engineered Wood Fiber sheds rain well, however, the outer layer of the pile will become wet to a depth of one or two inches but will dry quickly after the rain has stopped. It is not necessary to cover Engineered Wood Fiber.
Product Stability	The product does not deteriorate under the influence of outdoor storage for a period of six months.
Storage Safety	The storage of Engineered Wood Fiber should be safe from exposure to ignition sources. A source of water to extinguish any fires that might occur should be in proximity to the storage area.
Material Handling	The equipment used to handle bulk materials is generally satisfactory.

IX. FEDERAL REGULATORY INFORMATION:

OSHA STATUS	Under OSHA rules, Engineered Wood Fiber is considered Non-Hazardous material.
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This information is provided without warranty, expressed or implied.

FORM OF PROPOSAL - PART 1**A. Cost of equipment as a minimum fixed percentage discount from a verifiable pricing index:**

VENDOR	MANUFACTURER	PRODUCT LINE OR SERIES NAME	% DISCOUNT	MONTH WHEN LIST PRICES CHANGE

B. Cost for installation services as a maximum percentage multiplier of total of equipment list prices:

VENDOR	PRODUCT LINE OR SERIES NAME	PROJECT VALUE: LESS THAN \$24,999	PROJECT VALUE: \$25,000- 99,999	PROJECT VALUE: ABOVE \$100,000

C. Cost per Labor Hour for Additional Demolition and Removal Services/Non-Prevailing Wage: \$_____**D. Cost per Labor Hour for Additional Demolition and Removal Services/Prevailing Wage: \$_____**

RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES AND AND BULK MULCH SUPPLY
FORM OF PROPOSAL - PART 2

SAMPLE MODULAR PLAYSCAPE FOR PRIMARY AGES 5-8

PRODUCT NAME OR EQUIVALENT	QTY.	EXPERIENCE CATEORY	PRODUCT #	LIST PRICE	% DISCOUNT	DOLLAR DISCOUNT	NET PRICE
TRANSFER STATION W/STEPS AND SIDE BARRIERS	1	ADA ACCESSIBILITY					
OTHER ADA COMPONENTS AS NEEDED FOR ADA ACCESS FOR THIS PLAY STRUCTURE:		ADA ACCESSIBILITY					
ARCHED BRIDGE, 6 FT.	1	BRIDGE					
HEXAGONAL DECK ASSEMBLY, PVC-FREE, 48" D	1	DECK					
SQUARE DECK ASSEMBLY, PVC-FREE, 48" D	1	DECK					
10 FT. SNAKE BALANCE BEAM	1	FREESTANDING/BALANCE					
BENCH, 6 FT. LONG BENCH WITH BACK WITH SURFACE MOUNT	1	FREESTANDING/BENCH					
FREESTANDING, ARCH TIRE SWING	1	FREESTANDING/SWING					
SPINNER, GYRO-POD/VORTEX OR EQUIVALENT	1	MOTION/SPIN					
LOOP TRAVERSE, STRAIGHT, 6 FT., WITH ACCESS LADDER AT END	1	OVERHEAD					
PANEL, MAZE	1	PANEL					
PANEL, TIC/TAC/TOE	1	PANEL					
ROOF, SMALL HOLE PERFORATED STEEL TO USE OVER 48" HEX DECK WITH CAP	1	ROOF & SHADE					
360 DEGREE SPIRAL SLIDE W/ PVC CANOPY	1	SLIDE					
DOUBLE GLIDE SLIDE, WITH SLOPING BEDWAY AT GROUND LEVEL, 54"/60"	1	SLIDE					
POSTS IDENTIFIED BY O.D. SIZE AND QTY:		POSTS					

SUB-TOTAL EQUIPMENT COST--LIST AND NET PRICE:

\$_____

\$_____

PERCENTAGE MULITPLIER FOR INSTALLATION:

%

PLUS

CALCULATED INSTALLATION COST--EXCLUDING SITE WORK/DRAINAGE, ETC :

\$_____

PLUS

DEMOLITION AND REMOVAL SERVICES AT NON-PREVAILING HOURLY UNIT PRICE:

75

HOURS

\$_____/HR

\$_____

SAMPLE PROJECT GRAND TOTAL COST

\$_____

**RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MULCH SUPPLY**

FORM OF PROPOSAL - PART 3

SUPPLY OF BULK ENGINEERED WOOD FIBER (EWF) MULCH

In compliance with the specifications, the undersigned proposes to provide all materials as indicated below.

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

BRAND: _____

PRODUCT #: _____

DELIVERED PRICE PER CU YD* \$_____

*Based on a minimum order of 300 cubic yards at one time and delivered in drop shipments of 100 cubic yards.

**RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MULCH SUPPLY**

SIGNATURE ACKNOWLEDGING COST PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your cost proposal.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE
PURCHASE ORDERS ELECTRONICALLY)**

ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____

FREDERICK COUNTY PUBLIC SCHOOLS

RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES
AND BULK EWF MULCH SUPPLY

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation) _____ and that I
possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am
acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any
of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or
performing contracts with any public bodies has:
 - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of
the federal government;
 - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense
incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud,
embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or
the United States;
 - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail
Fraud Act, for acts in connection with the submission of bids or proposals for a public or private
contract;
 - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority
business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement
Article;
 - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for
conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for
acts or omissions in connection with the submission of bids or proposals for a public or private
contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Witness) (Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(dba)

(Address)

(City) (State) (Zip)

(Telephone) (Fax)

(Print Name) (Title) (Date)

(Signature) (Title) (Date)

We are/I am licensed to do business in the State of Maryland as a:

() Corporation () Partnership () Individual () Other

FREDERICK COUNTY PUBLIC SCHOOLS

RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES
AND BULK EWF MULCH SUPPLY

MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)? _____
If yes, provide certification number: _____
2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

<u>Type</u>	<u>Issuing Agency</u>	<u>Certification No.</u>

3. If applicable, circle the group(s) which qualifies the company as a minority business enterprise.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? ____ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

5. If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

Name (Please Print)

Title

Signature of Above

Date

Company



PLEASE RETURN TO:

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MARYLAND 21701
TELEPHONE 301-644-5042 FAX 301-644-5213

NOTICE OF "NO BID" RESPONSE

RFP 15MISC4, PLAYGROUND DESIGN BUILD SERVICES
AND BULK EWF MULCH SUPPLY

Due to increased costs in maintaining an accurate and active "Bidder's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not bidding. If you will not be bidding on this project, please indicate below the reason(s).

Unless a responsive bid or this form is returned to us, your firm will be removed from the "Bidder's List" for this category.

☐

Current workload prevents bidding at this time.

☐

We do not sell the type of products/services requested.

☐

Bid has been forwarded to our distributor; we do not sell direct.

☐

We wish to be removed from this category.

Other: _____

Date: _____

Firm Name: _____

Address: _____

Signature: _____

Title: _____

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:

Billie Laughland, Buyer Specialist

billie.laughland@fcps.org