

FREDERICK COUNTY PUBLIC SCHOOLS  
PURCHASING DEPARTMENT  
191 SOUTH EAST STREET  
FREDERICK, MD 21701  
TELEPHONE: 301-644-5201 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS  
FOR  
HVAC SERVICE CONTRACT

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BID NUMBER:	16C3
PRE-BID MEETING TIME/DATE/LOCATION:	10:00 A.M., local time, August 25, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701
BID ATTENDANCE:	Not mandatory, however, attendance is encouraged.
BID DUE TIME/DATE/ LOCATION:	10:00 A.M., local time, September 8, 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:	6:00 P.M. local time, October 14, 2015

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QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

X Stephen Starmer, Purchasing Manager  
**Kim Miskell, Assistant Purchasing Manager**  
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: Aug. 3, 2015 KM/ab

Purchasing Office  
191 South East Street  
Frederick, Maryland 21701  
301-644-5209 phone  
301-644-5213 fax



Stephen P. Starmer, C.P.M., Purchasing Manager  
**Kim Miskell, Assistant Purchasing Manager**  
Billie Laughland, Buyer Specialist  
Bill Meekins, Buyer Specialist  
Scott Bachtell, Buyer Specialist

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## INVITATION TO BID

August 3, 2015

### Bid 16C3, HVAC Service Contract

The Board of Education of Frederick County will receive bids for Bid 16C3, HVAC Service Contract. Bids will be received and time stamped in the main lobby of Frederick County Public Schools (FCPS) at 191 South East Street, Frederick, MD 21701, prior to and time stamped no later than 10:00 AM, September 8, 2015. Bids received after this time will be returned unopened. Vendors will be escorted to Conference Room 2B, at which time and place bids will be publicly opened and read aloud.

A pre-bid meeting will be held at 10:00 AM, August 25, 2015, 191 South East Street, Frederick, MD 21701. Potential bidders will meet in the Main Lobby and will be escorted to Conference Room 2B. Attendance at the pre-bid meeting is not mandatory; however vendors are strongly encouraged to attend. Parking is available on Deck #5, All Saints Street.


**FCPS will accept all bid responses; however only companies having a current general application on file with FCPS will be considered for contract award. Applications are valid for a three year period.** If your company is not registered as a bidder you can obtain a general application from our website at [www.fcps.org/purchasing](http://www.fcps.org/purchasing). If you do not know if your company is registered please contact Robin Underwood, Vendor Specialist at [robin.underwood@fcps.org](mailto:robin.underwood@fcps.org).

To view and/or download this solicitation package please visit our webpage at: <http://www.fcps.org/bidlist>.

FCPS System does not discriminate in admissions, access, treatment, or employment in its programs or activities on the basis of race, color, gender, age, national origin, religion, or disability. For more information, contact the Executive Director of Legal Services at 301-696-6851.

The Board of Education of Frederick County, Maryland, reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Board of Education of Frederick County, Maryland.

Purchasing Agent: Kim Miskell   
Assistant Purchasing Manager



## Frederick County Public Schools, MD, School Year 2015-16 Calendar

### August 2015

10-13 Mon-Thu New Teachers Report—New-Hire Symposium  
18 Tue Teachers Report to Work: Training and Preparation  
24 Mon First Day of School for Students

### September 2015

07 Mon Schools Closed. Labor Day  
14 Mon Schools Closed. Rosh Hashanah  
23 Wed Schools Closed. Fair Day, Yom Kippur  
25 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session

### October 2015

05-06 Mon-Tue High School Assessments  
15 Thu 2-Hour Early Dismissal for Students: Teacher Work Session  
16, 30 Fridays Schools Closed for Students: Teacher Work Days

### November 2015

02 Mon Second Term Begins  
20 Fri Elem Parent-Teacher Conferences in Afternoon: Elem schools dismiss 3.5 hours early; high & middle schools full day  
23 Mon Elem & Middle School Parent-Teacher Conferences in Evening: Those schools open 4 hours late; high school is full day  
24 Tue Elem & Middle School Parent-Teacher Conferences in Afternoon: Those schools dismiss 3.5 hours early; high school is full day  
25 Wed Schools Closed: Thanksgiving Break  
26-27 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

### December 2015

08 Tue Mid-Term  
09 Wed 2-Hour Early Dismissal for Students: Teacher Work Session  
23 Wed Schools Closed: Winter Break  
24-25 Thu-Fri Schools Closed: Christmas Eve and Christmas Day  
28-31 Mon-Thu Schools Closed: Winter Break

### January 2016

01 Fri Schools Closed: New Year's Day  
11-12 Mon-Tue High School Assessments  
18 Mon Schools Closed: Dr. Martin Luther King Jr. Day  
21 Thu First Semester (Second Term) Ends  
22 Fri Schools Closed for Students: Teacher Work Day  
25 Mon Second Semester (Third Term) Begins

### February 2016

15\* Mon Schools Closed: Presidents' Day  
16 Tue Schools Closed for Students: Teacher Work Day  
26 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session

### March 2016

21\*-24\* Mon-Thu Schools Closed: Spring Break  
25 Fri Schools Closed: Good Friday  
28 Mon Schools Closed: Easter Monday

### April 2016

08 Third Term Ends  
11 Mon Schools Closed for Students: Teacher Work Day  
12 Fourth Term Begins  
26 Tue Schools Closed: Primary Election Day  
29 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

### May 2016

23-24 Mon-Tue High School Assessments  
27 Fri 2-Hour Early Dismissal for Students: Teacher Work Session  
30 Mon Schools Closed: Memorial Day

### June 2016

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

\*Includes 7 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 15, March 21, 22, 23 and 24, June 21 and 22. *Approved May 13, 2015*



# DIRECTORY OF SCHOOLS

## ELEMENTARY

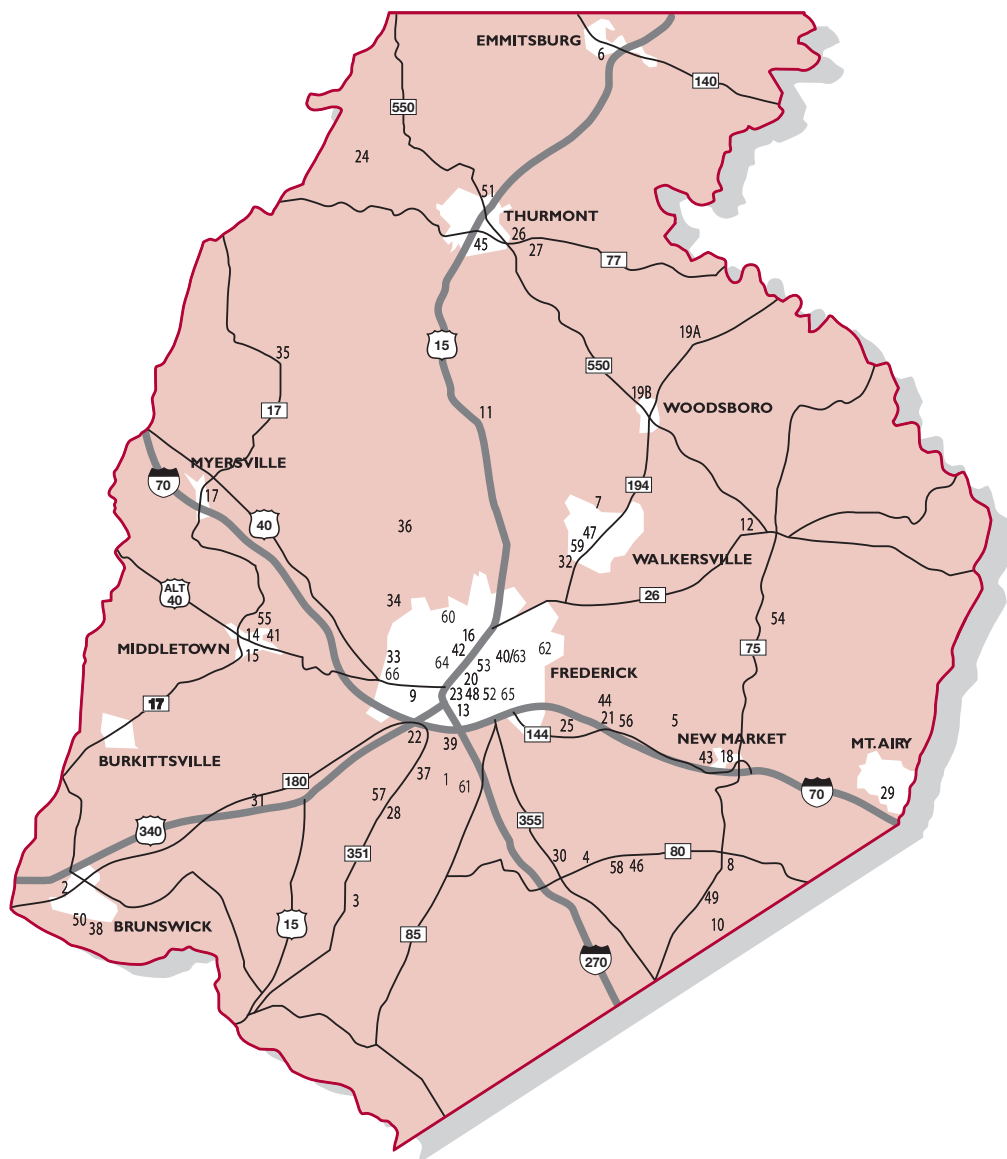
1. **Ballenger Creek\*** 240-236-2500  
Ms. Stephanie Brown, Principal  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501
2. **Brunswick ♦♦** 240-236-2900  
Mr. Karl Williams, Principal  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901
3. **Carroll Manor ♦♦** 240-236-3800  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

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

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

## MIDDLE

37. **Ballenger Creek** 240-236-5700  
Ms. Mita Badshah, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
38. **Brunswick** 240-236-5400  
Ms. Barbara Keiling, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401
50. **Brunswick** 240-236-8600  
Ms. Nancy Doll, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
51. **Catoctin** 240-236-8100  
Mr. Bernard Quesada, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
52. **Frederick** 240-236-7000  
Ms. Kathy Campagnoli, Principal  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
53. **Governor Thomas Johnson** 240-236-8200  
Mr. Jet Reid, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
54. **Linganore** 240-566-9700  
Mr. David Kehne, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
55. **Middletown** 240-236-7400  
Ms. Lee Jeffrey, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
56. **Oakdale** 240-566-9400  
Mr. Jeff Marker, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
57. **Tuscarora** 240-236-6400  
Mr. Andrew Kibler, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401
58. **Urbana** 240-236-7600  
Mr. Jay Berno, Principal  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
59. **Walkersville** 240-236-7200  
Ms. Tracey Franklin, Principal  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250



## KEY

\* Pre-kindergarten program available

◆ Special education pre-kindergarten available

FINDOUTFIRST EMAIL — SIGN UP AT [WWW.FCPS.ORG](http://WWW.FCPS.ORG)

## Middle (continued)

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

## OTHER

60. **Career and Technology Center** **240-236-8500**  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
61. **Carroll Creek Montessori Public Charter School \*** **301-663-7970**  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 301-663-6107
62. **Frederick Classical Charter School** **240-236-1200**  
Ms. Erica Cummins, Principal  
8445 Spires Way, Suite CC  
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**  
Ms. Denise Flora, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
65. **Monocacy Valley Montessori Public Charter School \*** **301-668-5013**  
Ms. Nancy Radkiewicz, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 301-668-5015
66. **Rock Creek** **240-236-8700**  
Ms. Mary Malone, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

**For other useful numbers,  
see next page**

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

1. PRE-BID MEETING

If warranted, a Pre-Bid 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-Bid 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-Bid 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, bid proposals should not be mailed until after the pre-bid meeting. All changes will be processed through addenda to this solicitation package.

2. TIME FOR RECEIVING BIDS

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

All bids 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 bids already submitted will be considered if received prior to the time set for opening. No bids 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 BIDS

Sealed bids 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 Bid Number, Bid Name, 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. If not bidding, NO BID must be indicated also on the outside of

the envelope.

4. PREPARATION OF BID/SIGNATURE

Bids 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 bid in the absence of written instructions from the bidder to the contrary. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person authorized to sign. Bids 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 bid as an agent shall file satisfactory evidence of his/her authority to do so, if requested.

Failure to properly sign the bid 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.

Rev. 07.14.15



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, BOE of Frederick County, the Frederick County Government 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 Government 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 Chief Financial Officer. 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 Chief Financial Officer 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, 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

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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](mailto: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:

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- 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 Chief Financial Officer 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. STUDENT/STAFF CONFIDENTIALITY

Under no circumstances may any vendor/contractor/provider or consultant release, disclose, sell or otherwise use Frederick County Public Schools' student names, addresses, or any other information related to students or staff of Frederick County Public Schools and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

43. 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 at no additional costs, as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

FCPS contract shall provide that a contractor or subcontractor for the school may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.

An offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of

Rev. 07.14.15



another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.

A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

44. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

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

45. 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.

46. 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.

47. 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)

### B. SPECIAL NOTICES

#### 1. OTHER AGENCIES ELIGIBLE TO PURCHASE FROM THIS CONTRACT

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. 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 Mrs. Robin Underwood, Vendor Maintenance Specialist, by via e-mail: [robin.underwood@fcps.org](mailto:robin.underwood@fcps.org) to check the status of registration. The General Application is available on the FCPS website at: [www.fcps.org/purchasing](http://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 (3) 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](http://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 questions are too answered by. 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](http://www.fcps.org/purchasing). Applications are valid for a three (3) 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 will be administered by Randall Connatser, Project Manager IV, Maintenance and Operations Department. Please refer all questions regarding these specifications to Randall Connatser via email: [randall.connatser@fcps.org](mailto:randall.connatser@fcps.org) with a copy to Kim Miskell, Assistant Purchasing Manager email: [kim.miskell@fcps.org](mailto:kim.miskell@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. SCOPE

The intent of this solicitation is to establish a contract with a contractor(s) to furnish all labor, supervision, materials, and any incidentals necessary to repair and/or replace HVAC equipment in accordance with manufacturer practices and procedures. Work shall, at all times, be performed in accordance with all applicable federal, state, county and local codes and regulations and according to the best trade practices of the industry.

Work to be accomplished under this contract includes testing, diagnostics, general maintenance, repair and replacement of all HVAC equipment and components. In the event work requires consultation with unit or control manufacturer, it is the responsibility of the awarded contractor to secure manufacturer services.

Work will include major and minor repairs and retrofitting of specific parts, equipment or devices. It includes, but is not limited to, the following equipment:

- Chillers (water and air cooled)
- Cooling towers
- Packaged Roof Top Units (RTU)
- Pumps
- Boilers (natural gas, propane and oil)
- Variable Air Volume (VAV) boxes
- Expansion tanks
- Variable Frequency Drives (VFD)
- Pneumatic control systems
- Direct Digital Control (DDC) systems
- Heat exchangers
- Air compressors
- Split Systems (heat pumps and air conditioning)
- Room Ventilators (HVAC and air conditioning)
- Steam Systems
- Perform Eddy-Current-Test on chiller packages

Recovery of refrigerant will be the responsibility of the successful bidder. Recovered refrigerant is the property of FCPS and shall be turned over to FCPS personnel for disposal unless a prior arrangement with the contract administrator has been agreed upon.

7. CONTRACT TERMS

- a. This contract is effective October 1, 2015 through September 30, 2017. The contract may be renewed for two additional two-year terms, at the discretion of the Board of Education. Bidders automatically accept the possibility of contract renewal as a condition of award.
- b. Pricing is requested in terms of a flat hourly rate for labor and a percentage mark-up over cost for materials. Time on projects will be regulated by the 2012 RS Means standard. Flat hourly labor rates and discounts shall remain fixed throughout the life of the contract. Prices for materials will fluctuate with changes to the contractor's actual costs. Invoices from the manufacturer/supplier will be required to verify costs.
- c. The contractor shall be required to provide all labor, supervision, materials, supplies and equipment necessary for a complete and finished project.
- d. This is an open requirements contract with no guarantee of any work. This contract will be used to supplement the FCPS Maintenance Department work force. Staff may work side by side with the successful contractor.
- e. Work under this contract may not be assigned to a subcontractor by the awarded vendor under any circumstances unless prior written approval is received from the contract administrator or his designee. The Board reserves the right to approve or disapprove all subcontractors to be employed on a project.
- f. Work may be accomplished in any FCPS school/building. New schools to open during the life of this contract are expected to be serviced under this agreement.
- g. FCPS retains the right to solicit bids for work costing \$12,500.00 or more.

8. SPECIAL INSTRUCTIONS

- a. Work under this contract will be authorized and scheduled by an Area Supervisor, Area Foreman, Project Manager and/or the Manager of Building Maintenance or their appointed designee.
- b. The Area Supervisor responsible for the school in which the equipment is located or a designated representative will inspect the work while the work is being performed and will note acceptance or non-acceptance of the work on the receiving tickets. The contractor shall correct any and all deficiencies as listed in the "Scope of Work" included in the bid specifications.
- c. A listing of Area Supervisors and Foreman's, their assigned schools and appropriate phone numbers may be found on Attachment A.
- d. The Area Supervisor or Area Foreman may assign FCPS personnel to assist the contractor with work under this contract.
- e. The contractor shall respond to all requests for service within 24 hours.
- f. At the time of scheduling for service to troubleshoot and diagnose equipment failures or service needs the Area Supervisor and contractor will identify:
  1. If, and how much FCPS labor/materials will be furnished
  2. Start and finish dates of service.
  3. Contractor shall provide a written estimate (faxed or emailed), including the turnaround time, and receive documented verbal or written approval from the contract administrator prior to proceeding with the repair/service. Attempts will be made to give written approval for repair by fax or email within 48 hours. If verbal approval is required for on-site repair, vendor should keep a record of the approver's name and the date/time that approval was given.
- g. All work is expected to be completed within the time frame indicated on the written estimate for the specific repair and in accordance with the vendor's proposal. It is acknowledged that turnaround time may vary slightly among vendors and may be influenced by the availability of the part. The vendor is expected to communicate any changes in the estimated repair time or cost to the contractor administrator and receive approval prior to work being performed.
- h. Payment will not be authorized until the Area Building Maintenance Program Manager, or their appointed designee, has an opportunity to inspect the work.
- i. Please be advised that FCPS retains the right to provide to the successful contractor refrigerant necessary for any project to be accomplished under this agreement.
- j. The contractor is required by State law and Board policy to report to the main office of the school building and register as a visitor to that building each day.
- k. In cases of non-performance, liquated damages will be deducted from the final invoice. Extensions may be granted if the delay in completing the project was not the fault of the contractor.
- l. To maintain awarded contractors status, a contractor shall respond to every RFQ. If a contractor is unable to provide a quote for any reason, they must submit a "NO QUOTE" response. An awarded vendor that does not respond to requests for proposal on more than two occasions may be subject to contract termination or non-renewal.

9. CONTRACTOR'S EMPLOYEES

- a. The awarded contractor(s) has the right to add, remove or replace individuals named on the Form of Proposal throughout the term of the contract by notifying FCPS in writing. FCPS reserves the right to review the employees work record to verify that they are properly trained and experienced. FCPS maintains the right to request substitution of an employee utilized on a specific project.
- b. For all new employees added to the list, the awarded contractor shall provide a copy of all related certifications and licenses.
- c. FCPS must be notified of an awarded contractor's intent to replace a worker on a scheduled project within one business days of original worker's departure and shall provide proof of required certifications of new worker.
- d. Utilizing any employee not previously approved by FCPS is reason for immediate termination of the contract for cause.

10. INSURANCE

A properly executed Certificate of Insurance in the types and limits specified on **pages 11 through 13** of this bid package will be required of the awarded contractor(s) within ten days after award notification.

11. BONDS

Bid bonds are not required. At the discretion of the Supervisor of Maintenance and the Purchasing Officer, FCPS may require a performance bond covering 100% of the contract amount for a specific project. If required, FCPS would reimburse the contractor up to two percent (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.

Failure to provide a bond within ten (10) days of receipt of a written request to do so may result in cancellation of the contract. In such instances, the Board may re-award the contract to the next lowest and responsible bidder.

12. LIQUIDATED DAMAGES

Failure to complete each project by the agreed to completion time may result in liquidated damages of \$150.00 per calendar day thereafter.

13. PRICING

- a. All prices shall remain firm through the initial contract period and should be based on services performed during normal hours.
- b. Frederick County Public Schools 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. 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 sixty (60) prior to the renewal term and shall be accompanied by supporting documentation.
- e. Requests for rate adjustments may not exceed the average of the previous two years' annual inflation rate.

- f. 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 Frederick County Public Schools.

14. SUBMISSION OF BID

- a. Failure to submit a Form of Proposal, completed in its entirety may result in the rejection of the bid.
- b. A technician, as defined in this contract, must be knowledgeable and capable of performing equipment testing and making major repairs to equipment. The names of each staff member that may be utilized in the performance of this contract shall be listed on the Form of Proposal and copies included of their certification for each manufacturer that they are “factory” authorized to service and repair.
- d. Bidders are to list, where requested on the Form of Proposal, their current cost for various refrigerants. This information is requested for purposes of bid evaluation only. Bidders are not expected to hold pricing for refrigerants firm for any period of time. FCPS may require documentary evidence of their cost of these refrigerants prior to recommendation for award.

15. AWARD

This contract may be awarded to multiple contractors, with consideration given to prior experience, ability to perform, and any other criteria deemed important.

16. EMARYLANDMARKETPLACE REGISTRATION

Contractors are required to register with [www.eMarylandMarketplace.org](http://www.eMarylandMarketplace.org) within five (5) 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.

**BID 16C3,**  
**HVAC SERVICE CONTRACT**

**FORM OF PROPOSAL**

In compliance with your invitation for bid, the undersigned proposes to provide all labor, supervision, materials and incidentals necessary to provide HVAC Service, in strict accordance with the bid specifications, for the following amounts:

<u>I. Labor</u>	<u>Regular Hours</u> <u>(7:00 am-4:00 pm)</u>	<u>Overtime Hours</u> <u>(After 4:00 pm)</u>
Lead Technician	\$_____per hour	\$_____per hour
Other Staff (No helpers -- Journeyman or higher)	\$_____per hour	\$_____per hour
Electronics Tech to troubleshoot controls	\$_____per hour	\$_____per hour
Eddy-Current-Test	\$_____per hour	\$_____per hour
Companies normal working hours	_____	
<u>II. Materials</u>		
R11 Refrigerant	\$_____ current cost/lb. + mark up _____%	
R12 Refrigerant	\$_____ current cost/lb. + mark up _____%	
R22 Refrigerant	\$_____ current cost/lb. + mark up _____%	
R113 Refrigerant	\$_____ current cost/lb. + mark up _____%	
R134 Refrigerant	\$_____ current cost/lb. + mark up _____%	
R410 Refrigerant	\$_____ current cost/lb. + mark up _____%	
Other supplies/parts	individual cost + mark up _____%	

III. List the names of subcontractors/trades, if any, that your company may utilize in the performance of this contract:

Subcontractor	Trade	Contact Name and Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*Note: The Board reserves the right to approve or disapprove all subcontractors to be employed on a project.

IV. List the manufacturers for whose equipment your company is "factory" authorized to service and/or repair:

_____	_____	_____
_____	_____	_____



- V. List the names of each staff member that may be utilized in the performance of this contract **and include copies** of their certification for each manufacturer that they are “factory” authorized to service and/or repair.

Name	Level of Training/Certification	Manufacturer Certification
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- VI. 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 \_\_\_\_\_ Addendum #5 \_\_\_\_\_

**BUILDING MAINTENANCE**  
**FACILITIES LISTING REVISED 06-23-2015**

**AREA 1:****Office 240-236-8198 / Gary Hill, Supv. 240-367-6784 / Steve Brako, Foreman 240-367-0776**

Catoctin High School	14745 Sabillasville Road, Thurmont, MD 21788
Emmitsburg Elementary School	300 South Seaton Avenue, Emmitsburg, MD 21727
Lewistown Elementary School	11119 Hessong Bridge Road, Frederick, MD 21701
New Midway Elementary School	12226 Woodsboro Pike, Keymar, MD 21757
Sabillasville Elementary School	16210-B Sabillasville Road, Sabillasville, MD 21780
Thurmont Elementary School	805 East Main Street, Thurmont, MD 21788
Thurmont Middle School	408 East Main Street, Thurmont, MD 21788
Thurmont Primary School	7989 Rocky Ridge Road, Thurmont, MD 21788
Wolfsville Elementary School	12520 Wolfsville Road, Myersville, MD 21773
Woodsboro Elementary School	101 Liberty Road, Woodsboro, MD 21798

**AREA 2:****Office 240-236-7546 / Dave Wade, Supv. 240-367-6782 / John Roop, Foreman 301-748-9207**

Brunswick Elementary School	400 Central Avenue, Brunswick, MD 21716
Brunswick High School	101 Cummings Drive, Brunswick, MD 21716
Brunswick Middle School	301 Cummings Drive, Brunswick, MD 21716
Middletown Elementary School	201 East Green Street, Middletown, MD 21769
Middletown High School	200 Schoolhouse Drive, Middletown, MD 21769
Middletown Middle School	100 Martha Mason Street, Middletown, MD 21769
Middletown Primary (Area II)	103 Prospect Street, Middletown, MD 21769
Middletown Primary School	403 Franklin Street, Middletown, MD 21769
Myersville Elementary School	429 Main Street, Myersville, MD 21773

**AREA 3:****Office 240-236-4048 / Richard Gue, Supv. 240-367-6771 / Tim Eccard, Foreman 240-367-6666**

Central Office	191 South East Street, Frederick, MD 21701
Crestwood Middle School	7100 Foxcroft Drive, Frederick, MD 21703
Frederick High School	650 Carroll Parkway, Frederick, MD 21701
Hillcrest Elementary School	1285 Hillcrest Drive, Frederick, MD 21701
Parkway Elementary School	300 Carroll Parkway, Frederick, MD 21701
Rock Creek Center	191 Waverley Drive, Frederick, MD 21701
Waverley Elementary School	201 Waverley Drive, Frederick, MD 21701
West Frederick Middle School	515 West Patrick Street, Frederick, MD 21701

**AREA 4:****OFFICE 240-236-8395 / Vacant, Supv. / Ronald Stull, Foreman 240-772-6210**

Annex	7446 Hayward Road, Frederick, MD 21702
Career Technology Center	7922 Opossumtown Pike, Frederick, MD 21702
Gov. Thomas Johnson High School	1501 North Market Street, Frederick, MD 21701
Heather Ridge School	1445 Taney Avenue, Frederick, MD 21701
Monocacy Elementary School	7421 Hayward Road, Frederick, MD 21702
Monocacy Middle School	8009 Opossumtown Pike, Frederick, MD 21702
North Frederick Elementary School	1010 Fairview Avenue, Frederick, MD 21701
Warehouse	33 Thomas Johnson Drive, Frederick, MD 21702
Whittier Elementary School	2400 Whittier Drive, Frederick, MD 21702
Yellow Springs Elementary School	8717 Yellow Springs Road, Frederick, MD 21702

**AREA 5:****Office 240-236-7267 / Pat Little, Supv. 240-674-1180 / Steve Frush, Foreman 240-674-1396**

Glade Elementary School	9525 Glade Road, Walkersville, MD 21793
Gov. Thomas Johnson Middle School	1799 Shifferstadt Drive, Frederick, MD 21701
Liberty Elementary School	111820 Liberty Road, Libertytown, MD 21762
Linganore High School	21013 Old Annapolis Road, Frederick, MD 21701
Staff Development Center	44 West Frederick Street, Walkersville, MD 21793
Walkersville Elementary School	83 Frederick Street, Walkersville, MD 21793
Walkersville High School	81 Frederick Street, Walkersville, MD 21793
Walkersville Middle School	55 Frederick Street, Walkersville, MD 21793

**AREA 6:****Office 240-236-6435 / Erik McKay, Supv. 301-748-7668 / Kenny Winters, Foreman 240-367-6886**

Ballenger Creek Elementary School	5250 Kingsbrook Drive, Frederick, MD 21701
Ballenger Creek Middle School	5525 Ballenger Creek Drive, Frederick, MD 21701
Carroll Manor Elementary School	5624 Adamstown Road, Adamstown, MD 21710
Church Street Office	115 East Church Street, Frederick, MD 21701
ESSL Building	210 Madison Street, Frederick, MD 21701
Lincoln A Building	250 Madison Street, Frederick, MD 21701
Lincoln B Building	200 Madison Street, Frederick, MD 21701
Orchard Grove Elementary School	5898 Hannover Drive, Frederick, MD 21701
Tuscarora Elementary School	6321 Lambert Drive, Frederick, MD 21703
Tuscarora High School	5312 Ballenger Creek Pike, Frederick, MD 21703
Valley Elementary School	3519 Jefferson Pike, Jefferson, MD 21755

**AREA 7:****Office 240-236-7723 / Rob Johnson, Supv. 240-367-6875 / Chris Ayers, Foreman 240-440-5537**

Centerville Elementary School	3601 Carriage Hill Drive, Frederick, MD 21704
Green Valley Elementary School	11501 Fingerboard Road, Frederick, MD 21701
Kempton Elementary School	3456 Kempton Church Road, Monrovia, MD 21770
Urbana Elementary School	3554 Urbana Pike, Frederick, MD 21701
Urbana High School	3471 Campus Drive, Ijamsville, MD 21754
Urbana Middle School	3511 Pontius Court, Ijamsville, MD 21754
Windsor Knolls Middle School	11150 Windsor Road, Ijamsville, MD 21754

**AREA 8:****Office 240-236-5521 / Todd Englar, Supv. 301-748-0570 / Dave Thompson, Foreman 301-748-9053**

Deer Crossing Elementary School	10601 Finn Drive, New Market, MD 21774
New Market Elementary School	93 West Main Street, New Market, MD 21774
New Market Middle School	125 West Main Street, New Market, MD 21774
Oakdale Elementary School	9850 Old National Pike, New Market, MD 21774
Oakdale High School	5850 Eaglehead Drive, Ijamsville, MD 21771
Oakdale Middle School	9840 Old National Pike, New Market, MD 21774
Spring Ridge Elementary School	9051 Ridgefield Drive, Frederick, MD 21701
Twin Ridge Elementary School	1106 Leafy Hollow Circle, Mt. Airy, MD 21771

BID 16C3, HVAC SERVICE CONTRACT  
FREDERICK COUNTY PUBLIC SCHOOLS  
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

BID 16C3, HVAC SERVICE CONTRACT  
FREDERICK COUNTY PUBLIC SCHOOLS  
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 301-644-5201 FAX 301-644-5213

NOTICE OF "NO BID" RESPONSE

BID 16C3  
HVAC SERVICE CONTRACT

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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:  
Kim Miskell, Assistant Purchasing Manager email: [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org)