

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MD 21701
TELEPHONE: 301-644-5212 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS
FOR
ENVIRONMENTAL / INDUSTRIAL HYGIENE SERVICES

BID NUMBER:	16MISC3
PRE-BID MEETING TIME/DATE/LOCATION:	2:00 P.M., local time, September 1, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701
BID ATTENDANCE:	Not mandatory, however, attendance is encouraged.
BID DUE TIME/DATE/ LOCATION:	2:00 P.M local time, September 10, 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:	October 14, 2015

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

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

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

Issued: 8/17/15



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

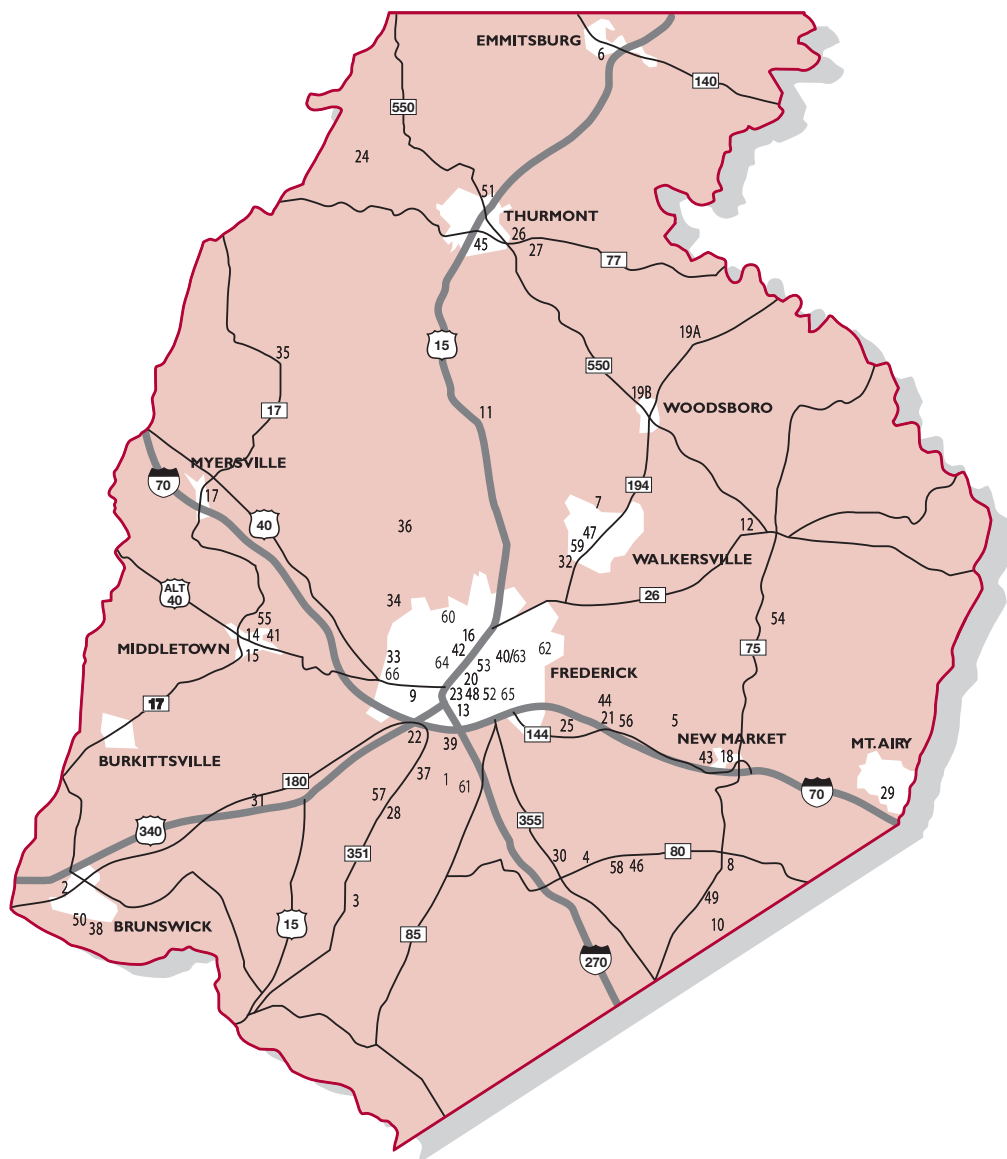
1. **Ballenger Creek*** 240-236-2500
Ms. Stephanie Brown, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick ♦♦** 240-236-2900
Mr. Karl Williams, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor ♦♦** 240-236-3800
Ms. Cindy Alvarado, 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. **Kempton** 240-236-3500
Ms. Kristen Canning, Principal
3456 Kempton 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

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**

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)

BID 16MISC3, ENVIRONMENTAL/INDUSTRIAL HYGIENE SERVICES

A. GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICES

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 Frederick County Public Schools (FCPS) 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 the Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; time line/scheduling; budget priorities/concerns; and procurement responsibilities.

Due to possible changes and/or additions to the specifications, bids 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 mailed 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 Purchasing Department of FCPS, 191 South East Street, Frederick, Maryland, on the day and hour stated.

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 bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.

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(s) legally authorized to sign contracts. All correspondence concerning the bid, contract and notice of award will be mailed to the address shown on the bid unless otherwise instructed in writing from the bidder. Purchasing orders will be emailed to the purchase orders email address provided on the General Application unless otherwise instructed in writing from the awardee. Bids by partnership must be signed with the partnership name, followed by the signature and designation of the person(s) having authority to sign. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person(s) having authority to sign. When requested, satisfactory evidence of authority of the person(s) 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 and drawings (if applicable) before submitting proposals. Failure to do so will be at the bidder's own risk.

Should any bidder be in doubt as to the meaning of the drawings or specifications, or should he/she find any discrepancy or omission, he/she shall notify the Purchasing Manager for the Board of Education (BOE) of Frederick County (herein after referred to as the Board). 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 of omission or commission on the part of the bidders. In case of error in multiplication of unit prices when arriving at a 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. Requests for withdrawal are usually denied unless the bidder provides 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 bidder's business.

6. INSPECTION OF SITE

Each bidder shall visit the site and become fully informed 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 furnish all material and labor necessary to carry out the provisions of the contract documents at the price(s) proposed.

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

Site visits shall not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Purchasing Department.

7. QUOTATION

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

All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated under Special Notices. This applies to all bidders, whether they have received an award or not.

Rev. 07.14.15

The Board will not accept any cost proposal with escalator clauses or other irregular features unless specifically authorized under Special Notices.

8. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

FCPS is to receive insurance certificates evidencing the compliance of insurance requirements at least ten days before work commences. The Contractor shall not commence work under this contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Board, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontracts until the insurance required of the Subcontractor has been obtained and approved.

A. WORKER'S COMPENSATION & EMPLOYER'S 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 Contractor's Worker's Compensation Insurance.

During the life of the contract, the Contractor shall procure and maintain Employer's 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

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

During the life of the contract, the Contractor shall procure and shall maintain 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
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

C. COMPREHENSIVE AUTOMOBILE LIABILITY

During the life of the contract, 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:

- | | |
|--|---|
| 1. Bodily Injury: | \$1,000,000 per person/\$1,000,000 accident |
| 2. Property Damage: | \$1,000,000 each occurrence, or |
| 3. Combined Single Limit Bodily Injury
and Property Damage Liability: | \$1,000,000 |

D. SCOPE OF INSURANCE AND SPECIAL HAZARD

The insurance required in B and C above shall provide adequate protection for the Contractor and Subcontractor(s), respectively, against damage claims, which may arise from operations under the contract, whether such operations are by the insured or by anyone directly or indirectly employed by him.

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 in D 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. 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 concealed or materially altered, except after 30 days written notice has been received by the Board.

G. PROFESSIONAL LIABILITY INSURANCE

The Contractor shall maintain professional liability and errors and omissions coverage in the minimum amounts of \$1,000,000 per claim and \$1,000,000 in aggregate, unless noted otherwise under Special Notices.

- H. FCPS and the Board shall be named as the insured party on all contractor policies, other than the Worker's Compensation Insurance policy unless otherwise noted. The Contractor's insurance shall be primary and non-contributory to any insurance carried by the Board or other named 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.

9. AWARDS OR REJECTION OF BIDS

The evaluation factors will be set forth in the bid.

The Board reserves the right to determine completeness and/or timeliness of proposals, to reject any or all bids in whole or in part, to waive any irregularity in any quotation, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate bids, and to make any such award 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; that they have the necessary experience, history and references which will assure the Board of their qualifications for executing the work. A detailed audited financial statement may be required.

Bidders are required, as a part of their proposal 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 adequately or properly in professional services contracts or the bidder whose investigation shows, in the opinion of the Board, it not in a position to perform the contract.

The Board reserves the right to award the bid within 90 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 award shall be made to the Frederick County based bidder; the out-of-county but Maryland based bidder; and the out-of-state based bidder, in that order of preference.

10. 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.

11. OBJECTIONS 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 working days prior to the Board meeting for which the bid award is scheduled. It is the bidder'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 allegedly been 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.

12. 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 bidder's objections and any supporting legal or procedural authority.

13. 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), bidder's submission, agreed upon 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 bidder. Changes may not significantly alter the original scope of the agreement.

14. SURVEYS, PERMITS, LAWS, REGULATIONS

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 notices to the Board, he/she shall bear all costs arising therefrom.

15. SUBCONTRACTOR

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 or designated Contract Administrator. He/she may be required to submit, in writing, the name of each subcontractor he/she intends to employ, the portion of the contract to be performed, 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, satisfactorily, the services called for in the specifications.

16. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Failure by the Contractor to complete the work of the contract or within the time specified 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.

LIQUIDATED DAMAGES

<u>Amount of contract</u>	<u>First 21 Days</u> <u>(Per Calendar Day)</u>	<u>Beyond 21 Days</u> <u>(Per Calendar Day)</u>
\$10,000 to \$25,000	\$100	\$150
\$25,001 to \$50,000	\$200	\$250
\$50,001 to \$75,000	\$300	\$350
\$75,001 to \$100,000	\$400	\$450

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 causes over which the Contractor has no control will be reviewed after written application is made to the Purchasing Department or designated Contract Administrator. Requests must occur immediately upon occurrence of conditions for a time extension.

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17. BILLING AND PAYMENT

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

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

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

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

Invoices shall be submitted to:

accounts.payable@FCPS.org

or in duplicate to:

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

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

Invoices and packing slips must contain the following information:

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

18. NON-COLLUSION

Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this Bid.

Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

19. CONFLICT OF INTEREST

Bidder shall advise FCPS in writing as soon as possible but not later than the date of award of the contract of any known relationships with a third party or FCPS employee or representative which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

20. TERMINATION FOR DEFAULT

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

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

If, after notice of termination of the 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.

21. 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.

22. 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.

23. PUBLIC INFORMATION ACT NOTICE

The Board is obligated under the Maryland Public Information Act, Section 10-611 et. seq. of the *State Government Article* of the *Annotated Code of Maryland* to permit individuals to inspect and copy any

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public record unless the public record is expressly exempted from disclosure by statute. All documents that you submit to the school system will constitute a public record, which the school system must disclose under the Public Information Act unless the document qualifies for an exemption under the Act.

If you maintain that any document or portion of a document submitted by you or on behalf of your company, qualifies for an exemption (e.g. commercial or financial information etc.), you must conspicuously label the document or applicable portions, state the basis for the exemption with specific statutory reference to the Maryland Public Information Act and explain why the exemption applies to the document. Failure to properly identify the information as instructed will result in the document being treated as a disclosable public record.

By submitting a bid, the bidder agrees to indemnify and hold harmless the Board for all costs and damages including court costs and legal fees which it incurs as a result of denying an application filed under the Maryland Public Information Act or other similar Freedom of Information Acts based on the bidder's designation of a document as exempt from disclosure.

24. CONTRACT DISPUTE

Any dispute resulting from a question or fact arising under the 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 Contract Administrator and Purchasing Manager a written appeal addressed to the Chief Financial Officer who may confer with the Board. The 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.

25. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

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

26. 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.

27. EMPLOYEES' RESPONSIBILITIES

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

The Board desires 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 (Drug-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 the 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 Supervisor to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate the 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 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.

28. 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.

29. 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.

30. 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)

BID 16MISC3, ENVIRONMENTAL/INDUSTRIAL HYGIENE SERVICES

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 Robin Underwood, Vendor Maintenance Specialist, by via e-mail: robin.underwood@fcps.org to check the status of registration. The General Application is available on the FCPS website at: www.fcps.org/purchasing. The company is responsible for proper identification of bid categories on the form and is encouraged to contact a buyer in the Purchasing Department if he/she has questions. Applications are valid for a three year period. Therefore, it is imperative that the company notifies FCPS Purchasing Department of all address changes.

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

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

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

3. AVAILABILITY OF BID TABULATIONS/BID AWARD

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

4. PROPOSAL SUBMISSION

- a. Due to possible changes and/or additions to the solicitation package, FCPS encourages bidders not to submit their proposal until after the date 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. Applications are valid for a three year period. Completed applications may be submitted separately or included in the bid response. Pre-qualification prior to bid due date is strongly encouraged.

5. CONTRACT ADMINISTRATION

- a. The contract will be administered by Laura Olsen, Environmental Health and Safety Manager. Please refer all questions regarding these specifications to Billie Laughland, Buyer Specialist, at billie.laughland@fcps.org, with the bid name and number in the subject.
- b. When a vendor other than the awarded vendor(s) is used, the contract administrator or the originator of the requisition is required to submit written justification to the Purchasing Department for review. A copy of the written justification will be retained with the purchase order or in the contract file.
- c. Additional duties and responsibilities of the contract administrator are defined in Purchasing Regulation #200-7.

6. PRICING

- a. All prices shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

7. SCOPE AND TERMS:

- a. The purpose of this solicitation is to qualify and select a minimum of two licensed environmental and industrial hygiene firms to perform design and construction administration services for abatement/re-mediation projects, testing and monitoring services for air quality, lead, water and radon presence, and site environmental assessments. See Attachment 1 for detailed performance specifications.

- b. The initial term of the contract is effective for two years, from date of award through October 31, 2017. FCPS retains the right and option to renew this contract for one two-year period from November 1, 2017 through October 31, 2019, at the discretion of the Board of Education. Renewal of this contract will be invoked at the discretion of the Board of Education. Upon submission of bid, the contractor consents to the possibility of contract renewal as a condition of award.
- c. No guarantee of any work is expressed or implied. Orders will be placed only as needs arise throughout the contract period. The amount of business granted to each firm will be determined solely by FCPS and will be based on such factors as firm's expertise, staffing, current work load, specific project requirements, responsiveness etc. Under normal circumstances, multiple consultants will not perform work on the same project.
- d. The majority of the work to be accomplished under this contract will be required to be done when students and staff are not present in the buildings. A school calendar showing days when schools are closed is included in the solicitation package.
- e. Work will be performed on an "indefinite quantity" basis due to the uncertainty of actual requirements. Services potentially could be required at any FCPS facility or at multiple facilities at a given time. Approximately \$147,000 was expended in FY15; however this is not necessarily indicative of the volume of services to be procured under this contract. Work may be required on an emergency or non-emergency basis. In every instance others will perform asbestos abatement and associated remediation work under a separate contract.
- f. An awarded vendor that does not respond to an "Order for Services" on more than two occasions may be subject to contract termination or non-renewal. FCPS reserves the right to replace a terminated/non-renewed vendor with another vendor from the original proposal ranking and cost evaluation, by mutual agreement.
- g. It is assumed that there are no governmental entities that require consultants to obtain permits for investigative work for the normal services required under this contract.
- h. Consultants overseeing work are responsible for ensuring that contractors under their direct supervision comply with OSHA regulations. They will have "stop work authority", if necessary, and should consult with the FCPS project manager should such circumstances arise.
- i. Bid bonds are not required.
- j. FCPS may require a performance bond covering 100% of the contract amount for a specific project. If required, FCPS would reimburse the consultant up to (2%) of the contract amount to offset the cost of obtaining the bond. An irrevocable letter of credit, also subject to reimbursement, may be submitted in lieu of a performance bond. Failure to provide bond within ten 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.
- k. Professional liability insurance is required per General Conditions, Part A, #8 G. A certificate of insurance will be required within ten days after award notification. The consultant is responsible for the cost and terms of this insurance coverage.
- l. The contract administrator or designee project manager will authorize payment after inspection and approval of the work. Depending upon the total project cost, these payment terms may be modified in writing on the purchase order to allow for partial payments.
 - 1.) The contract administrator or project manager will note any problems or unfinished tasks on the "Receiving Report".
 - 2.) The contract administrator or project manager will review the original estimates of samples and/or

labor, as they appear on the purchase order, prior to authorizing final payment.

- 3.) The consultant shall submit the authorized Receiving Report and a copy of his invoice, which should match the purchase order total, for final approval to: Laura Olsen, Environmental Health and Safety Manager, 7446 Hayward Road, Frederick, Maryland, 21702; or to the appropriate project manager.

- 4.) Original invoices shall be submitted to: accounts.payable@FCPS.org to:
FREDERICK COUNTY PUBLIC SCHOOLS
Finance Department/Accounts Payable Department
191 South East Street
Frederick, MD 21701

8. EMARYLANDMARKETPLACE REGISTRATION

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

9. POST-AWARD ORDERING PROCEDURE

- a. FCPS will contact a consultant once a requirement for services is identified. If the project is anticipated to exceed \$12,500 all the approved consultants will be invited to submit written proposals.
- b. The consultant will be notified that an "Order for Services" is requested. The consultant shall make an appointment to visit the work site with the Environmental Health and Safety Manager or her authorized representative. The consultant will not be paid for his time, travel or other expenses associated with visiting the work site to establish the scope of work. The purpose of this meeting will be to establish the scope of work, and a schedule for beginning and completing the project via the written Project Description Form.
- c. The consultants shall utilize pricing from this contract, detailing a description of services to be performed, a project schedule, the estimated quantity of each sample type, unit item costs and total costs.
- d. The cost of incidental work items shall be borne by the consultant unless the work results from a change in the scope of work as defined in this bid. Pricing for other acceptable reimbursements will be obtained. The unit total of all lines including additional items will be added together to establish an estimated total project cost.
- e. The accepted written proposal must be reviewed and approved by FCPS contract administrator or designee prior to performing each project. A purchase order will be issued shortly thereafter authorizing work to begin.
- f. Individual purchase orders will be issued for each project.
- g. Project proposals are subject to negotiation on quantities, schedule, and additional prices for work items resulting from change to scope of services, logistics only. Prices and price terms are fixed via this agreement.
- h. The consultant 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.
- i. Most work will be pre-planned; however, emergency requirements may arise. In such cases the consultant is expected to respond with promptness and perform in strict compliance to all conditions of this contract.
- j. To maintain awarded contractor status, a contractor shall respond to every "Order for Services". 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 an “Order for Services” on more than two occasions may be subject to contract termination or non-renewal.

10. AWARD OF CONTRACT

- a. The successful consultant will be chosen by a two-stage procurement method, involving Technical and Cost Proposals.
- b. A committee of FCPS staff will evaluate Technical Proposals based on responses to the criteria. An interview may be required.
- c. FCPS shall develop a price scenario formula, derived from a composite of several historical projects, to calculate the “COMPUTED ITEM COST”. This pre-determined price scenario formula will apply a multiplier to determine points. The sum of which will be combined to determine the “COMPUTED ITEM COST”.
- d. The overall cost score for each firm combined with the technical score will be the basis of the final ranking.
- e. It is our intention to recommend award to the top two most qualified firms; however, we retain the right to recommend award to more than two contractors.

11. PROPOSAL PREPARATION

a. Technical Proposal:

- 1.) Submit one written copy and one electronic copy (CD or Flash Drive) of the Technical Proposal in a sealed envelope properly marked with the bidder’s name, address, and the Bid number and title.
- 2.) All parts of the Technical Proposal are to be completed. Points will be deducted for incomplete or missing responses, or responses that do not follow the format of the questionnaires. Extraneous marketing materials or irrelevant information is not to be submitted.
- 3.) The Technical Proposal submission shall include:
 - Contractor’s Qualification Statement, AIA Document A305
 - Do not submit the “Additions and Deletions Report ...” or the “Certification of Document’s Authenticity” pages unless you are completing this form via an electronic version.
 - Please notarize the AIA document where requested.
 - Responses to FCPS Supplemental Questionnaire to AIA Form 305
 - DO NOT SUBMIT A STANDARD FORM 254 IN LIEU OF OR IN ADDITION TO THE AIA A305 AND FCPS SUPPLEMENTAL QUESTIONNAIRE.
 - Supporting documents should be contained as separate appendices with tabs referenced accordingly, such as ‘Resumes’, ‘Licenses’, ‘Certifications’, ‘Reports’
 - Statutory Affidavit and Non-Collusion Certification
 - Minority Business Enterprise Information
- 4.) 70 points will be assigned for the technical proposal and will be assigned as follows:
 - Proposal — i.e. submission of documents and completion of responses — 5
 - Organization — 10
 - Licensing and Certifications — 15
 - Experience — 20
 - References — 10
 - Financial — 5
 - Reports — 5

b. Cost Proposal:

- 1.) Only one copy of the Cost Proposal is required, and is to be submitted in an envelope that is properly labeled with bid name and number, due date and time, written on the front.

- 2.) The cost categories for labor/equipment reflected on the Cost Proposal from are not intended to be inclusive of all requirements that could arise during the execution of this contract. Rather they are intended to reflect the most likely analyses and labor categories required.
- 3.) The Cost Proposal shall include:
 - Form of Proposal
 - Representations/Signature Page (Note: Disregard the “Registered Maryland Contractor Number” on the Signature Page.)
- 4.) No separate costs for travel or mileage are acceptable as reimbursable or line item costs. All overhead costs are to be considered when calculating labor costs.
- 5.) Reducing the number of allowable reimbursable costs allows FCPS to make a more standardized comparison of bidders, thus reducing unforeseen costs in the execution of the projects.
- 6.) 30 total points will be assigned based on several representative projects used to rank bidders by a weighted average.

c. The “TECHNICAL” and “COST proposal envelopes shall be submitted together in one outer envelope labeled with bid name and number, due date and time written on the front.

12. MINIMUM QUALIFICATIONS AND DOCUMENTATION

Bidders shall meet the following minimum qualifications:

1. ORGANIZATION

- a. Firm shall have at least five years’ experience performing environmental and Industrial hygiene services. Preference is given for length of time in this business.
- b. Analytical services may be sub-contracted with third party laboratories as long as they are NVLAP certified and declared in the bidder’s response.
- c. All sub-contracted employees associated with this contract must be declared in the submission. Preference is given to permanent full time staff.
- d. Must be located so as to be able to respond to emergencies in less than four hours. Preference is given for quicker response times.
- e. Must be accessible on evenings, weekends and holidays.
- f. May not be affiliated with abatement firms.

2. LICENSING AND CERTIFICATIONS

- a. Laboratory to be used must have National Voluntary Laboratory Accreditation Program (NVLAP) Certification.
- b. Individuals must have EPA / AHERA Certifications.
- c. State of Maryland Certification and/or Licenses for Lead Based Paint Inspection.
- d. License to do business in the State of Maryland, and any individual’s licenses, as issued by Maryland Department of the Environment (MDE).
- e. State of Maryland Radiation License for XRF Technology. If you use an XRF that does not contain a radioactive source, and is not subject to the licensure, include literature or information that explains how it is calibrated and whether this equipment is an approved method for lead testing in the State of Maryland.
- f. Certification of field staff in NIOSH 582 analysis.

3. EXPERIENCE

- a. Bidders should be able to provide a full array of testing, monitoring and design services, including but not limited to: asbestos; lead; radon; water; soil; IAQ; AHERA surveys; and site assessments.
- b. Bidders must have successfully completed at least one Indefinite Quantities Contract (IDQ).
- c. The firm shall have a senior member of management or principal that is a Certified Industrial Hygienist. (CIH) in good standing for the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene. C.A.IH. certification is not an acceptable substitute where references are made to

C.I.H. It is understood that a C.I.H. may not be needed on site and/or involved in every project.

- d. The project manager shall have a minimum of five years environmental and industrial hygiene experience and a four year college degree.
- e. All industrial hygienists working on FCPS projects must have a minimum two years relevant work experience.

4. REFERENCES

- a. At least three references should be in Maryland.
- b. At least one reference should be for an Indefinite Quantities Contract (IDQ).
- c. At least one reference should be schools or non-profit agencies.

5. FINANCE AND INSURANCE

- a. Minimum professional liability Insurance of \$1 Million.
- b. Minimum debt to equity ratio of 1:1

PERFORMANCE SPECIFICATIONS

The selected consultant(s) shall provide all plant, labor, materials, testing equipment, supervision and incidentals to perform the following services:

a. Testing/Monitoring Services

- Asbestos testing including AHERA surveys, bulk sampling, etc.
- Asbestos air monitoring.
- Indoor air quality testing, i.e. site walk through, temperature, relative humidity, CO2, etc.
- Lead paint, ceramic tile, etc. testing.
- Lead air monitoring.
- Radon testing.
- Pick up and analysis of bulk samples (i.e. asbestos, paint, etc.).
- Hazardous materials/waste testing disposal.
- Site environmental assessments (Phase I, Phase II, etc.).
- Confined space entry testing and/or training.
- Other environmental/ industrial hygiene consulting services as required.
- It is understood that a CIH may not be needed on site and/or involved in every project.

b. Design Services

- Perform graphic designs as required for abatement/remediation by unit price contractors or for projects publicly bid.
- Prepare written specifications for abatement/remediation contractors meeting all appropriate regulatory agency requirements.
- Verify location of materials to be abated/remediated. Destructive testing may be required.
- Provide specifications and drawings in AutoCAD format and hard copy.
- Provide plans to FCPS in both hard copy and electronic format. Scale may vary depending on project.
- Make recommendations to FCPS regarding scheduling of work to minimize disturbance of instructional program.
- Design or recommend engineering methods or controls to minimize Indoor Air Quality problems during renovation/construction projects.
- Capability and design experience to establish and maintain relational databases to manage complex of data relevant to such items as AHERA surveys and sampling, hazardous materials, workplace exposures, etc.

c. Specification Preparation Services

- Consultant shall assist FCPS staff in preparing plans/specifications for public bid and or quotation.
- Attend and conduct pre-bid meetings with FCPS purchasing department staff.
- Prepare and distribute pre-bid meeting minutes to FCPS staff within 72 hours of pre-bid meeting.
- Prepare addenda as required and coordinate issuance with FCPS purchasing department staff.
- Respond to written requests for information (RFI) in a timely manner so as not to delay receipt of bids.

d. Construction Administration Services

- Oversee abatement/remediation projects as required to complete projects in a timely manner.
- Oversee projects to assure that all regulatory agency requirements are met.
- Perform daily inspection of project(s).
- Provide fully licensed staff members to monitor/inspect/oversee project as required by regulatory agencies.
- Site employees from consultant's staff shall include at least one English-speaking representative.
- Conduct pre-construction and construction progress meetings, record meeting minutes and distribute minutes to FCPS staff within 72 hours.
- Perform necessary air, soil, and lead water sampling.

- Verify certification/licensing of all on-site abatement/remediation workers.
- Maintain written daily logs recording all personnel on site including certification/license numbers if applicable, activities performed inspections/testing performed, materials used, methods, etc.
- Enforce all regulatory agency requirements.
- Prepare three copies of a written report at the conclusion of project including copies of test reports, sample data, MSDS sheets, “as-built” documentation of abated/remediated areas, waste manifests inspection reports, etc. Provide written statement in final report stating that to the best knowledge of the consultant all work was performed in accordance with all applicable regulatory agency requirements, and that the areas abated/remediated meet the requirements for occupancy.

e. Other Services

Provide educational training seminars and presentations to FCPS staff or parents. Possible topics include confined space, OSHA, etc. Seminars/presentations will include providing visual displays, power point presentations, etc.



Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT: *(if applicable)* A305 Contractor's Qualification Statement

TYPE OF WORK: *(file separate form for each Classification of Work)*

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

Additions and Deletions Report for **AIA[®] Document A305[™] – 1986**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:48:22 on 08/10/2015.

PAGE 1

NAME OF PROJECT: *(if applicable)* A305 Contractor's Qualification Statement

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Roger Fritz, Director of Construction Management, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:48:22 on 08/10/2015 under Order No. 9656237535_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(1212840051)

**FCPS SUPPLEMENTAL QUESTIONNAIRE TO AIA FORM 305—1986—CONTRACTOR'S
QUALIFICATION STATEMENT**

1 Organization (Complete 1.7 Only If a Branch Office Will Be Providing Services To FCPS)

1.7 Company Name: _____ DBA: _____

Corporate Federal ID Number: _____ DUNS Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address for Sending Purchase Orders:

Website Address: _____

ALL BIDDERS MUST COMPLETE THE REMAINDER OF THIS FORM

1.8 Name of Senior Manager or Principal Employee Administering this Contract:

Email Address: _____ Cell Phone: _____

1.9 List the names of key employees who would be assigned to FCPS projects. Identify if they are permanent or sub-contracted, and full or part time.

NOTE: ATTACH RESUMES, TRAINING CERTIFICATES AND LICENSES FOR EACH OF THESE PERSONNEL IN AN APPENDIX.

C.I.H.: _____ (Permanent or Sub-Contracted) and (Full or Part Time)

Project Manager: _____ (Permanent or Sub-Contracted) and (Full or Part Time)

I.H. Technician: _____ (Permanent or Sub-Contracted) and (Full or Part Time)

Field Technician/Inspector: _____ (Permanent or Sub-Contracted) and (Full or Part Time)

Other (such as Geologist, etc.): _____ (Permanent or Sub-Contracted) and (Full or Part Time)

_____ (Permanent or Sub-Contracted) and (Full or Part Time)

_____ (Permanent or Sub-Contracted) and (Full or Part Time)

1.10 Confirm that your company is not affiliated with any abatement or remediation contractors and has an independent operation.

2 Licensing

2.3 Include a copy of your license to do business in the State of Maryland.

3 Experience

DISREGARD SECTIONS 3.1 ON THE AIA A305 FORM AND COMPLETE THIS QUESTION INSTEAD:

3.1 Indicate if your firm is qualified and can provide these tests/services:

Asbestos Testing_____	Phase I Environmental (ASTM E1527-00) _____
Asbestos Air Monitoring_____	Phase II Environmental (ASTM E1903-97 or latest) _____
TEM (24HR) _____	Lead Air Monitoring_____
TEM (3 Day) _____	Confined Space Testing_____
PCM_____	Confined Space Training _____
Lead Testing_____	AHERA Surveys_____
Radon Testing_____	IAQ Testing _____
Other(s): If needed, attach list in an appendix _____	

DISREGARD SECTIONS 3.4, 3.5 AND 3.6 ON THE AIA A305 FORM AND COMPLETE THESE QUESTIONS INSTEAD:

3.4 Describe any of the services checked above that are not provided by your firm but will be performed by a third party sub-consultant or laboratory. Identify the testing lab(s), consultants, and the services they perform. Include addresses and telephone numbers.

3.5 What is your anticipated response time in an emergency? _____

3.6 Is your firm accessible on evenings, weekends and holidays if needed? _____

3.7 Have you performed any contractual work with Frederick County Public Schools? If so, list the project(s) and date(s).

4 References (Additional Trade)

DISREGARD SECTIONS 4.1 ON THE AIA A305 FORM AND COMPLETE THIS QUESTION INSTEAD:

4.1 Provide the names and contact information of at least two abatement firms for whom you have provided environmental services in the past two (2) years. FCPS will contact them as references.

#1 Company Name: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#2 Company Name: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

- 4.4 Provide the names, titles and contact information for five (5) contracts that most nearly meet an IDQ format, with references preferred for a non-profit agency or school system, within the State of Maryland. If no work has been performed in Maryland, list work that is registered with other states, and name the states. FCPS will contact them as references.

#1 Company Name: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#2 Company Name: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#3 Company Name: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#4 Company Name: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#5 Company Name: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

5 Financing and Insurance

DISREGARD SECTIONS 5.1 AND 5.2 ON THE AIA A305 FORM AND ONLY SUBMIT A BALANCE SHEET FOR TAX YEAR 2014 SHOWING ASSETS AND LIABILITIES

- 5.3 *SUBMIT A COPY OF YOUR COMPANY'S CERTIFICATE OF INSURANCE TO SHOW EVIDENCE OF CURRENT COVERAGE.

- 7 ATTACH FOUR SAMPLE REPORTS WRITTEN DURING THE 2013-2015 TIME PERIOD, PREFERABLY FOR SCHOOL PROJECTS, AS FOLLOWS: (1) AHERA SURVEY REPORT; (2) ASBESTOS ABATEMENT MONITORING REPORT; (3) LEAD PAINT REPORT; AND (4) INDOOR AIR QUALITY PROJECT REPORT.**

**FREDERICK COUNTY PUBLIC SCHOOLS
BID 16MISC3
ENVIRONMENTAL/INDUSTRIAL HYGIENE SERVICES**

COST PROPOSAL

The undersigned proposes to perform Environmental Consulting and Industrial Hygiene Services, on an "indefinite quantity" basis, to FCPS. Work will be performed at any facility and shall be performed in strict accordance with the specifications and cost and technical proposals. Costs include all labor, materials, supervision, equipment and incidentals necessary and required for project completion, as follows:

<u>I. LABOR COSTS:</u>	<u>Regular Time</u> (7am-5pm weekdays)	<u>Premium Time</u> (5pm-7am incl. Holidays, and weekends)
1. Senior Management or Principal of Company	\$_____/Hr.	\$_____/Hr.
2. Certified Industrial Hygienist	\$_____/Hr.	\$_____/Hr.
3. Project Manager	\$_____/Hr.	\$_____/Hr.
4. Industrial Hygienist Technician	\$_____/Hr.	\$_____/Hr.
5. Other (such as Geologist, etc.)	\$_____/Hr.	\$_____/Hr.
6. Field Technician/Inspector	\$_____/Hr.	\$_____/Hr.
7. CADD Operator	\$_____/Hr.	\$_____/Hr.
8. Administrative Support	\$_____/Hr.	\$_____/Hr.

II. SAMPLE COSTS:

9. TEM Samples (24 hour normal weekday T.A.T.)*	\$_____/Sample
10. TEM Samples (Weekend T.A.T. between 5 pm Friday and 6 am the following Monday)	\$_____/Sample
11. TEM Samples (Processed over Federal Holiday)	\$_____/Sample
12. TEM Samples (3 day T.A.T., not weekend or Federal Holiday)	\$_____/Sample
13. PLM Bulk Samples (24 hour normal weekday T.A.T.)*	\$_____/Sample
14. PLM Bulk Samples (Weekend T.A.T. between 5 pm Friday and 6 am the following Monday)	\$_____/Sample
15. PLM Bulk Samples (Processed over Federal Holiday.)	\$_____/Sample
16. PLM Bulk Samples (2 to 5 day T.A.T., not weekend or Federal Holiday)	\$_____/Sample

***Note:** Turnaround time (T.A.T.) for TEM and PLM samples is based on close of workday that sample is collected to close of business (5:00 p.m.) next day to report verbal and/or written results to FCPS. For example, TEM sample collected on Wednesday by 5:00 p.m. that day; sample results due to FCPS by at least verbally, 5:00 p.m. on Thursday.

17. Microbial Samples:	
Culturable Fungi – colony count and species id	\$_____/Air/Sample
	\$_____/Wipe/Sample
Culturable Bacteria – colony count and species id	\$_____/Air/Sample

18. Lead Samples:

Lead in air/personnel
Lead on surface

\$ _____ Air/Sample
\$ _____ Wipe/Sample

III. RENTAL EQUIPMENT COSTS:

A. The following types of equipment are the most commonly used on our projects. It is assumed and strongly encouraged that the costs associated with most of the equipment listed below be considered overhead and be calculated into the labor and sample rates. If the costs are included in the rates listed under labor and samples, mark "INC" for "included". If there is a separate charge associated with the use of any of this equipment, state the daily cost for rental, as follows:

1. ASBESTOS ABATEMENT MONITORING:

- a. Buck Pumps, SKC Pumps, High Volume Sampling Pumps, Rotometers \$ _____/day
- b. Phase Contrast Microscope \$ _____/day
- c. Other _____ \$ _____/day

2. INDOOR AIR QUALITY:

- a. TSI Q-Trak (or similar handheld IAQ device) \$ _____/day
- b. IAQ-Calc (or similar handheld IAQ device) \$ _____/day
- c. TSI Direct Read Dust Meter (or similar dust meter) \$ _____/day
- d. Moisture Meter \$ _____/day
- e. Other _____ \$ _____/day

3. MICROBIAL:

- a. Sampling Equipment (Anderson, etc.) \$ _____/day
- b. Other _____ \$ _____/day

4. MISCELLANEOUS:

- a. XRF \$ _____/day
- b. Ionizing Radiation Detector \$ _____/day
- c. Other _____ \$ _____/day

IV. REIMBURSABLE COSTS:

Provide costs for all work not listed above, or supplemental to the above, for which the contractor will require reimbursement/payment (i.e., copying, etc.). Mileage, travel time, and routine report writing are to be included in rates above and deviations will affect technical rating.

SIGNATURE ACKNOWLEDGING COST PROPOSAL

BID 16MISC3, ENVIRONMENTAL / INDUSTRIAL HYGIENE SERVICES

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

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

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

Addendum #1 _____ Addendum #2 _____

Addendum #3 _____ Addendum #4 _____

FREDERICK COUNTY PUBLIC SCHOOLS
BID 16MISC3, ENVIRONMENTAL / INDUSTRIAL HYGIENE SERVICES

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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

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

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

☐ required to be completed and notarized.

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

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation)
_____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
- d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
- e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
- f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
- g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

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

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

(you may attach an explanation necessary)

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

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

(Witness)

(Title)

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

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

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

() Corporation

() Partnership

() Individual

() Other

FREDERICK COUNTY PUBLIC SCHOOLS
BID 16MISC3, ENVIRONMENTAL / INDUSTRIAL HYGIENE SERVICES

MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

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

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

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

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

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

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

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

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

Name (Please Print)

Title

Signature of Above

Date

Company



PLEASE RETURN TO:

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

NOTICE OF "NO BID" RESPONSE

BID 16MISC3, ENVIRONMENTAL / INDUSTRIAL HYGIENE SERVICES

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

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

☐

Current workload prevents bidding at this time.

☐

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

☐

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

☐

We wish to be removed from this category.

Other: _____

Date: _____

Firm Name: _____

Address: _____

Signature: _____

Title: _____

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:

Billie Laughland, Buyer Specialist

billie.laughland@fcps.org