

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



SPECIFICATIONS

FOR

QUALIFICATION OF EMERGENCY REMEDIATION AND RESTORATION CONTRACTORS

PROPOSAL NUMBER:	16MISC4
PRE-PROPOSAL MEETING TIME/DATE/LOCATION:	2:00 P.M., local time, November 4, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701
PROPOSAL ATTENDANCE:	Not mandatory, however, attendance is encouraged.
PROPOSAL DUE TIME/DATE/ LOCATION:	2:00 P.M local time, November 18, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 All Saints Street)
TENTATIVE AWARD SCHEDULED FOR BOARD MEETING:	December 9, 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: 10/27/15



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

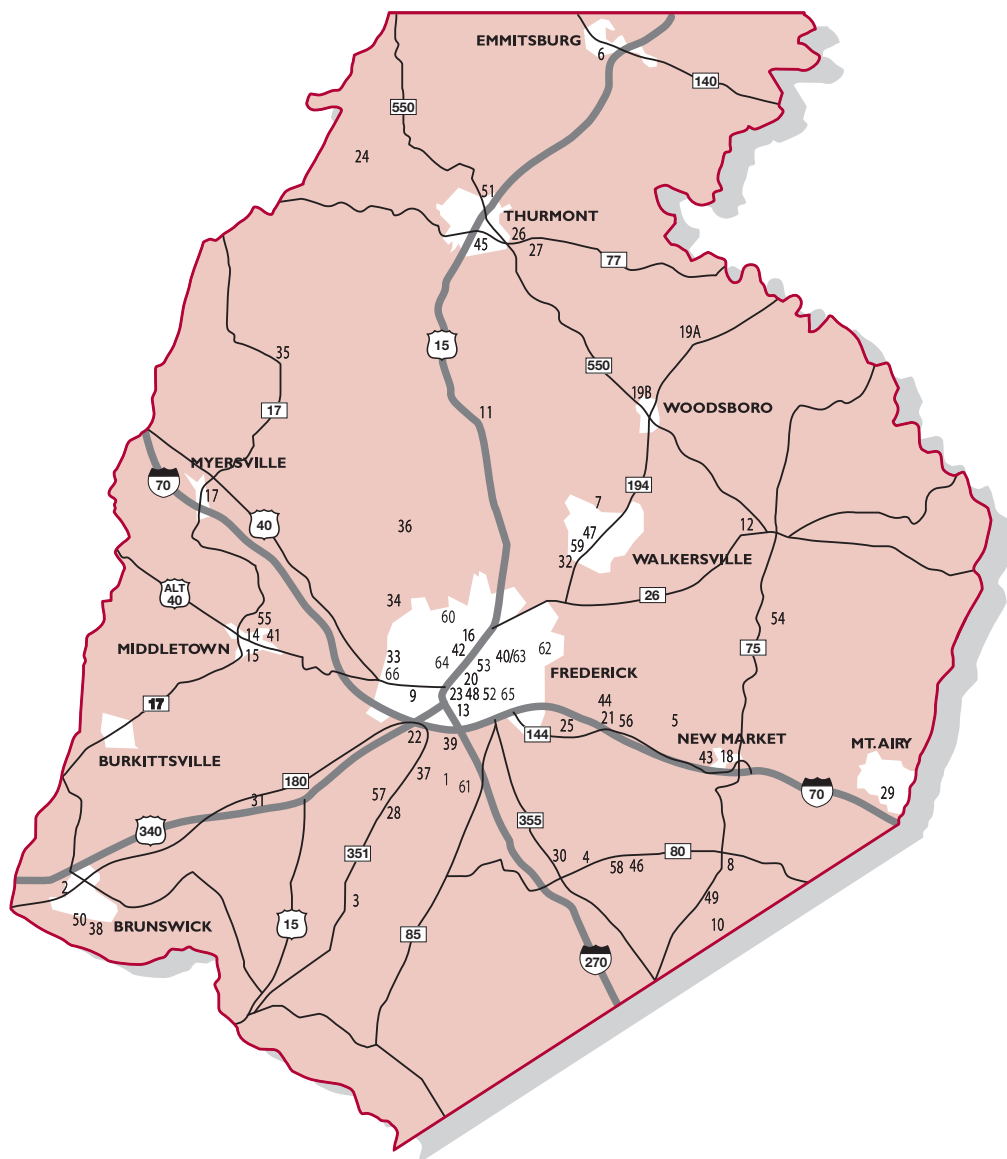
1. **Ballenger Creek*** 240-236-2500
Ms. Stephanie Brown, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick ♦♦** 240-236-2900
Mr. Karl Williams, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor ♦♦** 240-236-3800
Ms. Cindy Alvarado, 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. **Kemptown** 240-236-3500
Ms. Kristen Canning, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
11. **Lewistown** 240-236-3750
Ms. Shirley Olsen, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
12. **Liberty** 240-236-1800
Mr. Todd Shaffer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
13. **Lincoln ♦♦** 240-236-2650
Ms. Kathryn Golightly, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
14. **Middletown** 240-236-1100
Grades 3-5
Mr. Randy Perrell, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
15. **Middletown Primary ♦♦** 240-566-0200
Grades Pre-K-2
Ms. Karen Hopson, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
16. **Monocacy *** 240-236-1400
Ms. Angela Corrigan, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
17. **Myersville** 240-236-1900
Ms. Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
18. **New Market *** 240-236-1300
Ms. Sharon West, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301

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

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

MIDDLE

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



KEY

* Pre-kindergarten program available

◆ Special education pre-kindergarten available

FINDOUTFIRST EMAIL — SIGN UP AT WWW.FCPS.ORG

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)

**RFP 16MISC4, QUALIFICATION OF EMERGENCY REMEDIATION AND RESTORATION
CONTRACTORS**

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

1. PRE-BID MEETING

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

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

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

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

2. TIME FOR RECEIVING BIDS

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

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

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

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

3. RECEIPT AND OPENING OF BIDS

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

All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled

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with the Bid Number, Bid Name, and Due Date/Time. This will help assure timely receipt of proposals in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive. If not bidding, NO BID must be indicated also on the outside of the envelope.

4. PREPARATION OF BID/SIGNATURE

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

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

5. ERRORS IN BIDS/INTERPRETATION

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

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

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

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

6. INSPECTION OF SITE

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

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

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

7. QUOTATION

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

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

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

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

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

8. DISCOUNTS

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

9. BIDS FOR ALL OR PART

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

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

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

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

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

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

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

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

11. SAMPLES

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

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

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

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

12. BID BOND

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

13. PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

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

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

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

14. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least ten days before Work commences. The Contractor shall not commence

work until such insurance has been approved by the Board, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been obtained and approved.

A. WORKER'S COMPENSATION & EMPLOYERS' LIABILITY INSURANCE

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

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

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

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

B. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

C. COMPREHENSIVE AUTOMOBILE LIABILITY

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

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

and Property Damage Liability

\$1,000,000

D. SCOPE OF INSURANCE AND SPECIAL HAZARDS

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

E. SUBCONTRACTOR'S INSURANCE

The Contractor shall either

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

F. BUILDER'S INSURANCE

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

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

G. PROOF OF CARRIAGE OF INSURANCE

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

- H. The Owner, BOE of Frederick County, the Frederick County Government and other entities stipulated by the Owner, shall be named as additional insured on all Contractor policies, other than Worker's Compensation Insurance policy. The Contractor's insurance shall be primary and non-contributory to any insurance carried by the BOE of Frederick County or other

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entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

15. AWARDS OR REJECTION OF BIDS

In general, it is the intention of the Board to make awards to bidders submitting the lowest bid prices provided; (a) all the terms of the invitation have been met; (b) the prices are reasonable; and (c) it is in the best interest of the Board to accept them.

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

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

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

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

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

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

16. MULTI-AGENCY PARTICIPATION

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

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. FCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

17. OBJECTION TO AWARD RECOMMENDATION

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

18. OBJECTION TO AWARD

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

19. CONTRACT

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

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

20. SHOP DRAWINGS

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

21. AMERICAN STEEL REQUIREMENT

The Contractor shall comply with the provisions of Sections 17-301 through 17-306 of the State

Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The Contractor's affidavit of compliance with these provisions may be required before payment can be made.

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

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

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

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

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

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

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

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

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

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

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

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

24. USE OF MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power,

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transportation, superintendence, temporary construction and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed with the approval of and without additional expense to the Board, unless previously agreed to.

25. CHANGES IN WORK

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

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

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

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

26. WORK SITE SUPERVISION

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

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

27. SUBCONTRACTORS

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

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be required in order to know whether such subcontractor is reputable and reliable and able to furnish the material as called for in the specifications.

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

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

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

28. LOCAL LICENSING OF TRADE PERSONS

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

29. PROTECTION OF WORK AND PROPERTY

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

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

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

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

30. HEALTH AND SAFETY STANDARDS

When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the

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safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.

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

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

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

31. ASBESTOS

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

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

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

32. INSPECTIONS AND CORRECTION OF WORK

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

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

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

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

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33. GUARANTEE

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

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

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

34. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

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

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

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

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

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

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

35. BILLING AND PAYMENT

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

Partial payments may be made at specific intervals depending upon the length and dollar value of the project. When partial payments are requested, the invoice or requisition for payment should

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be sent to the Finance Department for payment. Invoices for partial payments should show only the work performed and/or materials/equipment supplied and on site.

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

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

Invoices shall be submitted to:

accounts.payable@FCPS.org

or in duplicate to:

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

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

Invoices and packing slips must contain the following information:

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

36. TERMINATION FOR DEFAULT

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

- A. If the Contractor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
- B. If the Contractor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:

- C. If the Contractor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
- D. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.

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

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

37. TERMINATION FOR CONVENIENCE

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

38. NO PREVAILING WAGE RATES

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

39. HOLD HARMLESS

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

40. PUBLIC INFORMATION ACT NOTICE

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

41. CONTRACT DISPUTE

Any dispute resulting from a question or fact arising under this contract shall be decided by the FCPS' Contract Administrator and the Purchasing Manager who will reduce their decision to writing and furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within 30 days the Contractor furnishes to the Chief Financial Officer and Purchasing

Manager a written appeal addressed to the Board of Frederick County. The local Board has the right to hear appeals as provided by Maryland law.

The Board or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence. In connection with any appeal preceding under this clause the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision.

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

42. STUDENT/STAFF CONFIDENTIALITY

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

43. EMPLOYEES' RESPONSIBILITIES

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

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

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

Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the Contractor shall periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

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

violence.

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

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

44. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

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

45. FORCE MAJEURE

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

46. ASSIGNMENT

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

47. GOVERNING LAW AND VENUE

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

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)

RFP 16MISC4, QUALIFICATION OF EMERGENCY REMEDIATION AND RESTORATION CONTRACTORS

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 QUOTE TABULATIONS/QUOTE AWARD

Final award and a copy of the quote 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. "Statutory Affidavit and Non-Collusion Certification" form completed and signed.
 3. "Certification of Compliance" form completed and signed
- c. All inner and outer envelopes and packaging, used by Fed Ex, Ups and etc., should be labeled with the Proposal Name, Proposal Number, and Due Date/Time. This will help assure timely receipt of proposals in the Purchasing Department. Proposals not received in time due to improper labeling will be considered non-responsive.
- d. FCPS will accept all proposal 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 proposal 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 (NOT APPLICABLE)

- 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 commercial contractors to perform emergency remediation and restoration services for water, mold, fire, and disaster damage.
- b. The initial term of the contract is effective for two years, from date of award through December 31, 2017.

FCPS retains the right and option to renew this contract for one two-year period from January 1, 2018 through December 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 proposal, the contractor consents to the possibility of contract renewal as a condition of award.

- c. 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.
- 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. 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, and responsiveness, or on a rotating basis, etc. Under normal circumstances, multiple contractors will not perform work on the same project.
- f. If an awarded vendor fails to respond to a request for services on more than two occasions, they 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. Contractors 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.
- h. Awarded vendor(s) will be held to confidentiality standards, in compliance with any insurance and legal requirements, regarding all aspects of the work to be performed.
- i. Bid bonds are not required to be submitted with this RFP. However, FCPS may require a performance bond covering 100% of the contract amount for a specific project. If required, FCPS would reimburse the contractor up to (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.
- j. A properly executed Certificate of Insurance will be required. See Section 14 of A. GENERAL CONDITIONS AND INSTRUCTIONS FOR SMALL CONSTRUCTION, MAINTENANCE AND MISCELLANEOUS SERVICE CONTRACTS, for types and limits of coverage required.
- k. FCPS retains the right to request a quotation of work to be performed based on a labor and material basis, particularly for large dollar projects.
- l. FCPS retains the right to contract directly with third-party contractors of our choosing for specific components of the project work, such as abatement, industrial hygiene services, carpet or tile replacement, and the like.
- m. Payment for services will be coordinated, as needed, between FCPS, the insurance carrier and the contractor. Further directions for submission of invoicing will be provided on a project basis.
 - 1) Any amount that is not covered by insurance payments will be paid to the contractor upon successful completion and acceptance of the work and payable upon receipt of the contractor’s invoice.
 - 2) A purchase order will be issued and the original invoice may be emailed or sent in duplicate to: accounts.payable@FCPS.org to:

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. TECHNICAL PROPOSAL PREPARATION, EVALUATION AND AWARD

- a. Submit one original and two copies of the Technical Proposal in a sealed envelope properly marked with the bidder's name, address, and the Proposal number and name.
- b. 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.
- c. The Technical Proposal submission shall include:
 - 1.) 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.
 - 2.) 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.
 - 3.) Supporting documents should be contained as separate appendices with tabs referenced accordingly, such as 'Resumes', 'Licenses', 'Certifications', 'Reports'
 - 4.) Statutory Affidavit and Non-Collusion Certification
 - 5.) Certification of Compliance
 - 6.) Representations/Signature Page
- d. A committee of FCPS staff will independently review and evaluate each technical proposal and ranking will be made on the basis of the criteria and rubric listed below. The Selection Committee may conduct interviews with any of the firms.
- e. It is FCPS's intention to qualify and select a minimum of two licensed commercial contractors for performing emergency remediation and restoration projects.
- f. 100 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 — 20
 - Licensing and Certifications — 20
 - Experience — 25
 - References — 10
 - Financial — 5
 - Reports — 15

10. MINIMUM QUALIFICATIONS AND DOCUMENTATION

Bidders shall meet the following minimum qualifications:

1. ORGANIZATION

- a. Firm shall have at least three years experience performing these services under its present business license. Preference is given for length of time in this business.

- b. Preference is given to permanent full time staff vs. part time staff.
- c. Preference is given for longevity of employment for key employees who have worked for this company.
- d. Firm shall not be affiliated with or owned by any insurance company.
- e. Preferred ownership vs. rental of basic equipment for remediation services, such as dehumidifiers, water extractors, air movers, inject-dryers, HEPA vacuums, HEPA filters, air scrubbers and the like, that would accommodate quick emergency response.
- f. Preferred ability to store contents at no charge, if needed, while the reconstruction process is under way.
- g. Preference is given to companies who rely primarily on their own employees for performance of services.

2. LICENSING AND CERTIFICATIONS

- a. License to do business in the State of Maryland.
- b. The bidder and individual employees shall be licensed, where required by federal or state law or Maryland agency (such as MDE) to perform specialized services.
- c. Preference is given to companies who are currently accredited by national certification programs, such as the Institute of Inspection Cleaning and Restoration Certification (IICRC).
- d. Must utilize Xactimate or other commonly utilized job estimating program that is acceptable to the insurance companies utilized by FCPS via BB&T Underwriters, Wright Insurance and Liberty Mutual. Large projects are subject to estimation using time and materials.
- e. Shall only dispatch to FCPS projects those persons who have had background checks and fingerprinting performed by the company and who are confirmed not to be registered sexual offenders or convicted of crimes of violence.
- f. Shall only dispatch to FCPS projects those persons who comply with current and approved federal immigration status.

3. EXPERIENCE

- a. Bidders are preferred to provide a full array of remediation and restoration services including but not limited to: water and flood damage, fire and smoke damage, mold remediation and vandalism scenarios.
- b. All sub-contracted employees associated with this contract must be declared in the submission.
- c. Must be located so as to be able to respond to emergencies within one hour.
- d. Must be accessible on evenings, weekends and holidays.
- e. Required experience with insurance remediation/restoration claims.

4. REFERENCES

- a. Must provide at least two references of insurance companies that the bidder has worked with as indicated in 3.e. above.
- b. Preference is given for references in Maryland and for K-12 educational clients.
- c. Preference is given for references that include projects exceeding \$5,000.

5. FINANCE AND INSURANCE

- a. Minimum debt to equity ratio of 1:1
- b. Preference will be given to companies with amounts of liability and specialty insurance coverage exceeding the limits identified in this RFQ.
- c. Bonding capacity exceeding \$250,000 is required, with preference given for increased amounts.



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 and Title of Principal Employee Administering this Contract:

Email Address: _____ Cell Phone: _____

1.9 Name and Title of Employee who should be contacted for emergency response:

Email Address: _____ Cell Phone: _____

1.10 How many full-time staff do you employ? _____

1.11 List the names of key employees who would be assigned to FCPS projects and circle if they are permanent or sub-contracted, full or part time, and list the length of time working for or with your company.

(Name)	(Permanent /Sub-Contracted)	(Full /Part Time)	(Time with Co.)

(Name)	(Permanent /Sub-Contracted)	(Full /Part Time)	(Time with Co.)

(Name)	(Permanent /Sub-Contracted)	(Full /Part Time)	(Time with Co.)

(Name)	(Permanent /Sub-Contracted)	(Full /Part Time)	(Time with Co.)

(Name)	(Permanent /Sub-Contracted)	(Full /Part Time)	(Time with Co.)

(Name)	(Permanent /Sub-Contracted)	(Full /Part Time)	(Time with Co.)

1.12 Confirm that your company is not affiliated with or owned by any insurance company.

1.13 List the equipment for remediation and restoration services that your company owns.

1.14. List the equipment for remediation and restoration services that your company rents.

1.15 Identify the address of the nearest facility where you can provide contents storage if offsite storage is needed.

1.16 Do you charge for storage?

1.17 Where is the nearest location of your contents storage facility? And, do you own or rent this space?

1.18 In the event the service(s) to be performed exceeds your available personnel, do you have any other company locations or partnering companies that you would draw upon to supplement this contract?

1.19 Include an organizational chart.

2 Licensing

2.3 Include a copy of your license to do business in Maryland as issued by the State of Maryland Department of Taxation and Assessments.

2.4 Include for each of the key personnel listed in 1.9 above a resume or curriculum vitae, training certificates and specialty licenses.

2.5 List your company's accreditations by national certification programs.

2.6 Do you use the Xactimate estimating program? If not, what estimating program do you use?

2.7 Describe the process you use to vet new hires, i.e., fingerprinting, criminal background checks, immigration status, etc.

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 remediation/restoration services:

Water/Flood _____

Fire/Smoke _____

Vandalism _____

Mold _____

Disaster _____

Crime Scene _____

Other(s):

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

3.4 List all third party sub-contractors that you may use, the services they would perform, and the number of years you have utilized them as a sub-contractor. Identify the contractor(s) by business name, and include a contact person and email address.

<u>Company Name</u>	<u>Type of Service Performed</u>	<u># of years working with your company</u>	<u>Name of Contact</u>	<u>Email Address</u>
---------------------	----------------------------------	---	------------------------	----------------------

3.5 Include the dollar value of annual sales for 2014 and 2015 year-to-date.

3.6 Can you respond to an emergency within one hour? _____

3.7 Acknowledge that your firm is accessible on evenings, weekends and holidays if needed? _____

3.8 List the insurance companies that you have worked with on remediation/restoration claims:

3.9 Describe or include as an appendix your standard operating procedure for responding to emergency services.

4 References (Additional Trade)

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

4.1 Provide the names and contact information of two insurance firms for whom you have provided estimating services in the past two years. FCPS will contact them as references.

#1 Company Name: _____

Type of Service Performed: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#2 Company Name: _____

Type of Service Performed: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

4.4 Have you performed any contractual work with FCPS? If so, list the project(s) and date(s).

4.5 Provide the names, titles and contact information for five contracts as follows. FCPS will contact them as references. Preference is given for references:

- in Maryland;
- for K-12 educational clients; and
- that include projects exceeding \$5,000.

#1 Company Name: _____

Type of Service Performed: _____

Approximate Value of Contract: _____ Date of Work: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#2 Company Name: _____

Type of Service Performed: _____

Approximate Value of Contract: _____ Date of Work: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#3 Company Name: _____

Type of Service Performed: _____

Approximate Value of Contract: _____ Date of Work: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#4 Company Name: _____

Type of Service Performed: _____

Approximate Value of Contract: _____ Date of Work: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

#5 Company Name: _____

Type of Service Performed: _____

Approximate Value of Contract: _____ Date of Work: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

5 Financing and Insurance

DISREGARD SECTIONS 5.1 AND 5.2 ON THE AIA A305 FORM AND COMPLY WITH THE FOLLOWING:

5.1 SUBMIT A BALANCE SHEET FOR TAX YEAR 2014 SHOWING ASSETS AND LIABILITIES

5.2 SUBMIT A COPY OF YOUR COMPANY'S CERTIFICATE OF INSURANCE TO SHOW EVIDENCE AND LIMITS OF CURRENT COVERAGE.

5.3 What is the maximum amount for which your company can obtain bonding as surety? _____

**6 ATTACH REDACTED COPIES OF ESTIMATING AND LOSS REPORTS AS FOLLOWS:
(1) WATER; (2) FIRE; (3) VANDALISM; (4) MOLD.**

Notes:

1. Using the estimation program indicated in 2.6 above.
2. From the 2013-2015 time period.
3. Preferably for school projects or non-profit organizations.

7 BRIEFLY DESCRIBE ANY OTHER VALUE-ADDED SERVICES THAT YOUR COMPANY COULD PROVIDE TO FCPS (i.e., NO-CHARGE INSPECTIONS EXTENDED CONTRACT ADMINISTRATION SERVICES AND THE LIKE.)

**RFP 16MISC4, QUALIFICATION OF EMERGENCY REMEDIATION
AND RESTORATION CONTRACTORS**

SIGNATURE ACKNOWLEDGING COST PROPOSAL

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

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

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

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

FREDERICK COUNTY PUBLIC SCHOOLS
RFP 16MISC4, QUALIFICATION OF EMERGENCY REMEDIATION AND
RESTORATION CONTRACTORS

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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

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

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

☐ required to be completed and notarized.

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

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

involvement in any of the conduct described in Paragraph 2 above is as follows:

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

(you may attach an explanation necessary)

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

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

(Witness) (Title)

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

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(dba)

(Address)

(City) (State) (Zip)

(Telephone) (Fax)

(Print Name) (Title) (Date)

(Signature) (Title) (Date)

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

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

FREDERICK COUNTY PUBLIC SCHOOLS
RFP 16MISC4, QUALIFICATION OF EMERGENCY REMEDIATION AND
RESTORATION CONTRACTORS

CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. 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 vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
 - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
 - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature_____Date_____

Print name and title of signatory_____

Print name of company_____