

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5116 phone
301-644-5213 fax



Stephen P. Starmer, C.P.M., Purchasing Manager
Kim Miskell, Asst. Purchasing Manager
Billie Laughland, Buyer Specialist
Bill Meekins CPPB, CPCP, Buyer Specialist
Scott Bachtell, Buyer Specialist

BID NUMBER/BID NAME: 17M4, Unit Price Contract for HVAC Units for Modular Classrooms

BID ISSUE DATE: September 16, 2016

BID CONTRACT MANAGER: Bill Meekins CPPB, CPCP, Buyer Specialist, willis.meekins@fcps.org

BID CONTRACT ADMINISTRATOR: Randy Connatser, Maintenance Project Manager, randall.connatser@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on October 7, 2016. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

PRE-BID DATE: September 27, 2016, 10:00 A.M., local time.
(Attendance is encouraged, but not mandatory.)

PRE-BID LOCATION: FCPS Main Lobby
191 South East Street
Frederick, MD 21701

(Parking is available at Deck #5 on All Saints Street)

OBTAINING BID DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist. If you have problems downloading this bid or applicable addenda, contact: Amy Beall at amy.beall@fcps.org

BONDS REQUIRED: No

MBE REQUIREMENTS: No

BID DUE: 2:00 P.M., local time, on October 13, 2016.
Faxed or emailed bids are not acceptable.

SEALED BID DELIVERED TO: Frederick County Public Schools
Attn: Purchasing Department
191 South East Street
Frederick, MD 21701
(Parking is available at Deck #5 on All Saints Street)

Bid proposal must be properly marked with vendor's business name, address, Bid Name and Number on the envelope or package.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: November 2, 2016.

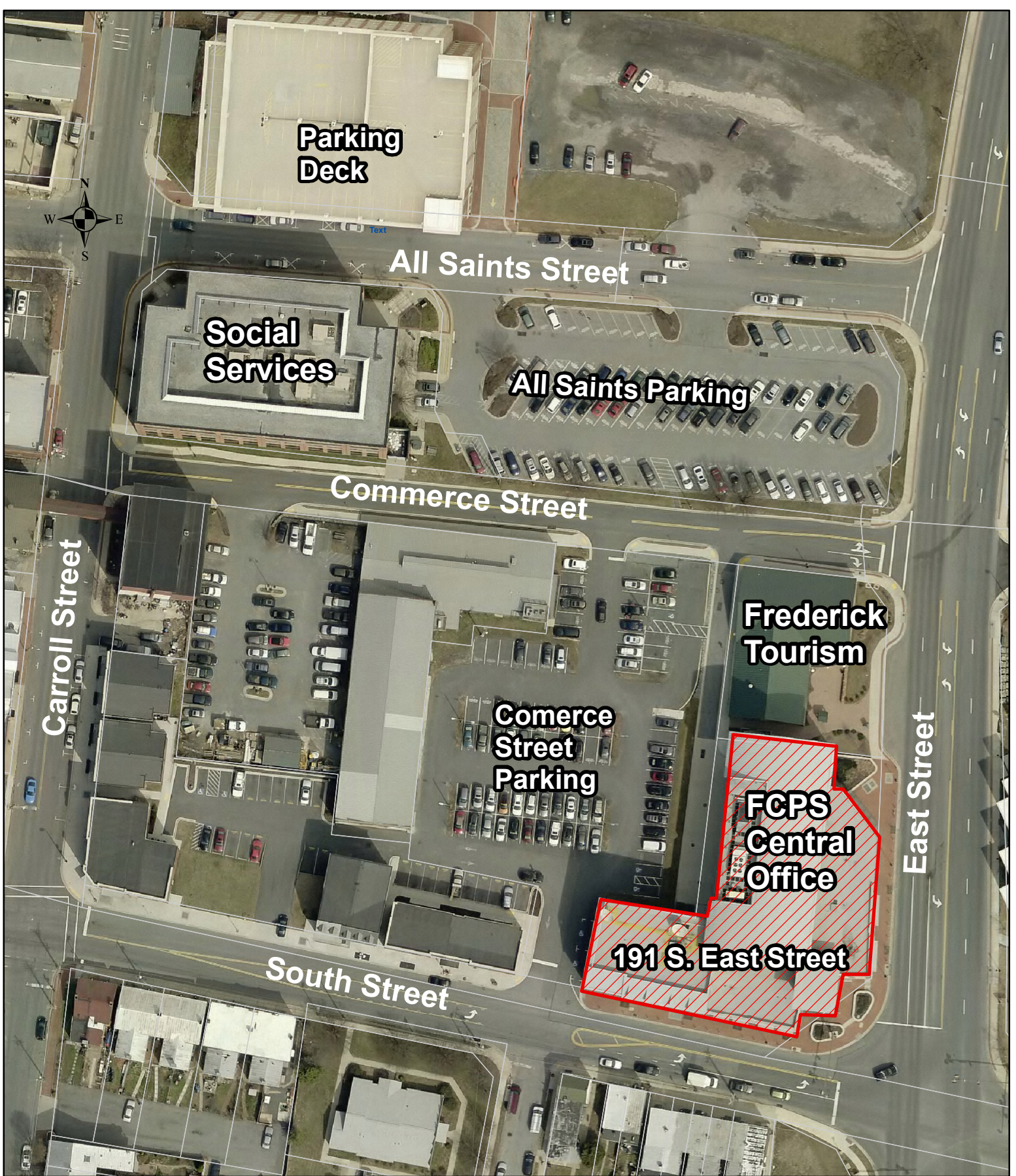
ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

TABLE OF CONTENTS

COVER PAGE	1
TABLE OF CONTENTS	2 - 3
FCPS CENTRAL OFFICE MAP	4
FCPS CALENDAR	5
FCPS DIRECTORY OF SCHOOLS	6 - 7
GENERAL TERMS AND CONDITIONS - SECTION I	8 - 24
Bidder Registration	
Pre-Bid Meeting	
Receipt of Bids	
Opening of Bids	
Addenda	
Preparation of Bid	
Standard of Quality, "Or Equal Clauses," And Substitutions	
Samples	
Bid Pricing	
Taxes	
Guarantees and Warranties	
Bid Opening	
Errors in Bid Submissions	
Awards or Rejection of Bids	
Contract Formation	
Protests	
Contract Assignment	
Multi-Year Contract	
Hold Harmless	
Contract Disputes	
Termination for Default	
Termination for Convenience	
Governing Law and Venue	
Multi-Agency Participation	
Packaging and Delivery Requirements	
Billing and Payment	
Compliance with Specifications	
Liquidated Damages	
Safety Requirements	
Laws and Regulations	
Patents	
Technology-Based Instructional Products	
Employment of Child Sex Offenders and Persons With Uncontrolled Access to Students	
Drug, Alcohol, And Tobacco-Free Workplace	
Weapon Possession on School Property	
Foreign Language Translator Requirement	
Illegal Immigrant Labor	
Student/Staff Confidentiality	
Public Information Act Notice	
Force Majeure	
Ethics Policy	
Non-Collusion	
Conflict Of Interest	
Emarylandmarketplace Registration	

TABLE OF CONTENTS

SPECIFIC TERMS AND CONDITIONS - SECTION II	25 - 28
Scope	
Contract and Award	
Pricing	
Ordering, Delivery and Billing	
Considerations for Preparation of Form of Proposal	
Damages/Responsibilities for Items Tendered	
Bid Bond	
Performance and Payment Bonds	
Contractor's and Subcontractor's Insurance	
Surveys and Permits	
Local Licensing of Trade Persons	
Inspection of Site	
Protection of Work and Property	
Inspections and Correction of Work	
 SPECIFICATIONS	 29 - 38
 FORM OR PROPOSAL	 39 - 40
 SIGNATURE ACKNOWLEDGING COST PROPOSAL FORM/ADDENDA	 41
 STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION FORM	 42 - 43
 CERTIFICATION OF COMPLIANCE FORM	 44



Frederick County Public Schools, MD, School Year 2016-17 Calendar

August 2016

08 Mon New Teachers Report—New-Hire Symposium
16 Tue Teachers Report to Work: Training and Preparation
22 Mon First Day of School for Students

September 2016

05 Mon Schools Closed. Labor Day
22 Thu 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
23 Fri Schools Closed. Fair Day

October 2016

03 Mon Schools Closed. Rosh Hashanah
12 Wed Schools Closed. Yom Kippur
21 Fri Schools Closed for Students: Teacher Professional Development Day
28 Fri End of Term 1
31 Mon Schools Closed for Students: Teacher Work Day

November 2016

01 Tue Term 2 Begins
08 Tue Schools Closed: Election Day
09 Wed Elementary Evening Parent-Teacher Conferences: Elem Schools Open 4 Hours Late; Middle and High Schools Are Full Day
10 Thu Elem & Middle School Evening Parent-Teacher Conferences: Those Schools Open 4 Hours Late; High School Is Full Day
11 Fri Elem & Middle School Afternoon Parent-Teacher Conferences: Those Schools Dismiss 3.5 Hours Early; High School Is Full Day
23 Wed Schools Closed: Thanksgiving Break
24-25 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

December 2016

09 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
23-30 Fri-Fri Schools Closed: Winter Break

January 2017

02 Mon Schools Closed: Winter Break
03 Schools Re-Open
16 Mon Schools Closed: Dr. Martin Luther King Jr. Day
20 Fri End of First Semester and Term 2
23 Mon Schools Closed for Students: Teacher Work Day
24 Tue Second Semester and Term 3 Begin

February 2017

20* Mon Schools Closed: Presidents' Day
21 Tue Schools Closed for Students: Teacher Professional Development Day
27 Mon 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

March 2017

13 Mon 2-Hour Late Start for Students: Teacher Work Session
30 Thu End of Term 3
31 Fri Schools Closed for Students: Teacher Work day

April 2017

03 Mon Term 4 Begins
14 Fri Schools Closed: Good Friday
17 Mon Schools Closed: Easter Monday
18-21* Tue-Fri Schools Closed: Spring Break

May 2017

12 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
26 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
29 Mon Schools Closed: Memorial Day

June 2017

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

*Includes 6 days for snow or other emergency closings. If no snow days are used, the last day for students is June 8. If some but not all days are 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 20, April 18, 19, 20, 21 and/or at the end of the school year; dates are subject to BOE revision.

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek*** **240-236-2500**
Ms. Kristen Canning, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick ♦♦** **240-236-2900**
Mr. Justin McConaughy, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor ♦♦** **240-236-3800**
Ms. Kimberly Huffer, 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, Co-Principal
Mr. Karl Williams, Co-Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
10. **Kempton** **240-236-3500**
Ms. Sharon West, Principal
3456 Kempton Church Road
Monrovia, MD 21770
Fax 240-236-3501
11. **Lewistown** **240-236-3750**
Ms. Shirley Olsen, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
12. **Liberty** **240-236-1800**
Mr. Todd Shaffer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
13. **Lincoln ♦♦** **240-236-2650**
Ms. Kathryn Golightly, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
14. **Middletown** **240-236-1100**
Grades 3-5
Mr. Randy Perrell, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
15. **Middletown Primary ♦♦** **240-566-0200**
Grades Pre-K-2
Ms. Karen Hopson, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
16. **Monocacy *** **240-236-1400**
Mr. Troy Barnes, 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**
Mr. Jason Bowser, 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
5830 Oakdale School Road
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. Stephanie Brown, 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**
Dr. Kimberly Mazaleski, 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**
Ms. Elizabeth Little, 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. Jeneen Stewart, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
38. **Brunswick** **240-236-5400**
Mr. Jay Schill, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
50. **Brunswick** **240-236-8600**
Mr. Michael Dillman, 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**
Mr. David Franceschina, Acting Principal
Ms. Kathy Campagnoli, Special Assignment**
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
53. **Governor Thomas Johnson** **240-236-8200**
Dr. Dan Lippy, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
54. **Linganore** **240-566-9700**
Ms. Nancy Doll, 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**
Ms. Donna Clabaugh, 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. David Kehne, 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

Middle (continued)

39. **Crestwood** **240-566-9000**
Ms. Jennifer Bingman, 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**
Dr. Stephanie Ware, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
43. **New Market** **240-236-4600**
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
44. **Oakdale** **240-236-5500**
Ms. Mita Badshah, Principal
5810 Oakdale School Road
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**
Mr. Peter Daddone, 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**
Mr. Brian Vasquenza, 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**
(includes Flexible Evening High School)
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

** Frederick High's new construction, fall 2017 move to the new building and the LYNX School program; see www.fcps.org/lynx

For other useful numbers, see next page

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
GENERAL TERMS AND CONDITIONS
SECTION I

1. BIDDER REGISTRATION

- a. All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

2. PRE-BID MEETING

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. 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.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
 - www.fcps.org
 - Social Media: FCPS on Twitter and FCPS on Facebook
 - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
 - FCPS TV: Comcast Channel 18 (Frederick area)
 - Local radio and TV stations

3. RECEIPT OF BIDS

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - Bidder Name
 - Bid Number and Name

- Due Date and Time
- c. 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.
 - d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
 - e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, 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.)

4. OPENING OF BIDS

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

5. ADDENDA

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

6. PREPARATION OF BID

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.
- c. Each bid will be sealed, show the full business address and contact information of the bidder and be

signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.

- d. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance:
<http://www.dat.state.md.us/sdatweb/charter.html>
- f. Bids by partnerships must be signed with the partnership name, 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 their authority to do so, if requested.
- g. 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 their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being 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.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.

- e. The detailed literature is to be arranged and labeled according to item number.
- f. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- g. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- h. FCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."
- i. The bidder will, upon request and with no cost to the FCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- j. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by FCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

8. SAMPLES

- a. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS 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.
- d. FCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

9. BID PRICING

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing

and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.

- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are 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.
- g. If two or more particular brands, models, or makes are listed in the specifications (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 FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.
- k. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

10. TAXES

No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt. Pricing will be net and will not include the amount of any such tax. Bidders will be required to pay the tax on all purchases and can recover it only as a part of their bid price. Exemption certificates will be furnished upon request.

11. GUARANTEES AND WARRANTIES

- a. The awarded vendor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, unless a longer period of time is specified in Section II.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded vendor(s), at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of FCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by FCPS to minimize the disruption to building/school operations.

- c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, FCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

12. BID OPENING

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of five days prior to the Board of Education meeting in which it will be presented.
- d. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, www.fcps.org/bidlist, after the Board of Education of Frederick County approval.

13. ERRORS IN BID SUBMISSIONS

- a. 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.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager 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.
- c. 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.

14. AWARDS OR REJECTION OF BIDS

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS 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 informality 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.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract

in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.

- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

15. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

16. PROTESTS

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being

protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.

- i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
 - Name, address, contact information of the protestor;
 - Statement of reasons for the protest;
 - Supporting documentation to substantiate the claim;
 - The remedy sought.
- ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
- iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

17. CONTRACT ASSIGNMENT

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor

shall be the full obligation and responsibility of the awarded vendor(s).

- d. The awarded vendor(s) will 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 Contract Manager.
- e. The awarded vendor(s) will 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 FCPS.

18. MULTI-YEAR CONTRACT

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

19. HOLD HARMLESS

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, 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.

20. CONTRACT DISPUTES

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. 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.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

21. TERMINATION FOR DEFAULT

- a. When an awarded 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 vendor, terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the vendor 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:
 - iii. If the vendor 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:
 - iv. 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.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor 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.

22. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

23. GOVERNING LAW AND VENUE

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

24. MULTI-AGENCY PARTICIPATION

- a. 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 is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be

appended thereto. The awarded vendor(s) 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.

- b. By agreeing to extend the contract to other agencies, the vendor(s) 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.
- c. 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 vendor's 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 vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(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 awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

25. PACKAGING AND DELIVERY REQUIREMENTS

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II.
- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as

determined by FCPS.

- j. The vendor will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

26. BILLING AND PAYMENT

- a. Invoices shall be submitted to: accounts.payable@FCPS.org or in duplicate to:

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

- b. Invoices and packing slips must contain the following information:
 - i. Bid Number
 - ii. Purchase Order Number
 - iii. Item Number (if applicable)
 - iv. Quantity (if applicable)
 - v. Brief Description of Item or Work Performed
 - vi. Unit Price Bid/Partial Payment Amount
 - vii. Extended Total for Each Item
 - viii. Grand Total
 - ix. Public School Construction Number (PSC) (if applicable)
- c. 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.

27. COMPLIANCE WITH SPECIFICATIONS

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

28. LIQUIDATED DAMAGES

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for

extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.

- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

29. SAFETY REQUIREMENTS

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) 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.
- g. The awarded vendor(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school

occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

30. LAWS AND REGULATIONS

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

31. PATENTS

The vendor will defend all suits or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All FCPS technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

33. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) 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 vendor will 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 vendor, 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 vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.

- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS 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.
- d. The awarded vendor(s) will not assign employees who has been convicted of 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.
- e. An awarded vendor will not assign employee who has been convicted of 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.

34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

35. WEAPON POSSESSION ON SCHOOL PROPERTY

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

37. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

38. STUDENT/STAFF CONFIDENTIALITY

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

39. PUBLIC INFORMATION ACT NOTICE

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

40. 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, terrorism, 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 the vendor 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.

41. ETHICS POLICY

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

42. NON-COLLUSION

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

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

43. CONFLICT OF INTEREST

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

44. 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.

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II

1. SCOPE

The intent of this solicitation is to establish a unit(s) price contract for the purchase of new HVAC units for modular classrooms. These new HVAC units will be utilized when repairing existing units that are not fiscally sound, or parts cannot be located to repair. The new units will meet all current American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) requirements for public school classrooms. The unit prices will include the cost of the units and delivery to any FCPS site.

2. CONTRACT PERIOD

The contract term will be effective from the date of award through October 31, 2018, with two (2) one-year renewal options available.

3. PRICING

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

4. DELIVERY

Standard delivery of items shall be 4-6 weeks after the order is placed. FCPS retains the right to request faster delivery terms if needs arise. Delivery location will be specified at the time of the order.

5. AWARD

- a. All items listed in this solicitation will be awarded on the basis of lowest cost, provided the lowest cost item is in the best interest of FCPS.
- b. FCPS reserves the right to award the contract in the aggregate, by line item, by section, or by manufacturer, based on the best interest of FCPS.

6. BIDS FOR ALL OR PART

A bidder may restrict their bid to be considered in the aggregate by so stating, but must submit a unit price on each item bid. Failure to provide unit prices may result in the bid being considered non-responsive.

7. VENDOR PERFORMANCE EVALUATION

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
 - i. Delivery
 - ii. Response time
 - iii. Backorders
 - iv. Quality of deliverables
 - v. Invoicing
 - vi. Sales data (Contract data, non-contract data)
 - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

8. AMERICAN STEEL ACT

The vendor will comply with the provisions of Sections 17-303 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 vendor's affidavit of compliance with these provisions may be required before payment can be made.

9. AUTHORIZED DEALERS

Only manufacturers, or their authorized dealers, may bid on equipment requested herein. At the discretion of the Board of Education of Frederick County a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

10. STORAGE OF EQUIPMENT

- a. If a new, or renovated, school or building is not ready to receive equipment on the estimated delivery date outlined in the specifications, the awarded vendor(s) will provide suitable warehouse space to receive equipment until such time the building is completed and equipment can be received.
- b. In the event temporary warehouse facilities are needed, FCPS will not be responsible for the equipment. The awarded vendor(s) and/or the warehouse facility must provide adequate insurance.

- c. If warehousing is not feasible, the vendor is responsible for working with their suppliers and/or manufacturers to adjust the new delivery schedule at no additional cost to FCPS

11. INSTALLATION/ASSEMBLY

- a. The vendor must include in the unit price for each item, all charges for installation/assembly. If certain items do not require installation/assembly, the vendor must note this next to the item on the proposal form.
- b. In the event the vendor as part of the contract is responsible for installation, the vendor will be responsible for hiring personnel to perform such installation at its own costs. Such personnel will be considered employees of the vendor and are under his/her control and direction.
- c. Equipment shall be installed/assembled only by those having necessary qualifications, facilities, and experience to execute work properly. The vendor, at no expense to FCPS, will furnish all labor and materials necessary for the installation/assembly of the equipment designated. All crating and packing material shall be removed from the FCPS property by the vendor.
- d. The equipment will be set in place, leveled, and accommodated to the building construction, as necessary, for a neat and proper installation. The equipment shall be complete in every detail, ready for its intended use except as otherwise specified or indicated.
- e. Installation/assembly includes any necessary accessory cables, input lines, test run, and check out, etc. This does not include actual connections to electrical lines and/or plumbing that may require a licensed electrician and/or plumber.

12. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

13. SURVEYS AND PERMITS

- a. The Board shall furnish all surveys unless otherwise specified.
- b. Permits and licenses necessary for the execution of the work will be secured and paid for by the vendor.

14. PROTECTION OF WORK AND PROPERTY

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.

- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for approval.

15. INSPECTIONS AND CORRECTION OF WORK

- a. All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of FCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced and/or covered, as the case may be, by the vendor at their own expense. Rejected material will be removed immediately from the site. If, in the opinion of FCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be reduced by such amount as in the judgment of FCPS shall be equitable.
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give FCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify FCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.
- c. FCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of FCPS. If another vendor employed by FCPS caused the defect in the work, FCPS shall pay such cost and recover the charges from the other vendor.

BID 17M4
UNIT PRICE CONTRACT FOR HVAC UNITS FOR MODULAR CLASSROOMS

WALL-MOUNT AIR-TO-AIR HEAT PUMP WITH HOT GAS REHEAT
DEHUMIDIFICATION AND INTEGRAL ENERGY RECOVERY WHEELS “WH
SERIES”

1.1 GENERAL

Furnish a self-contained, vertical, exterior wall mount, through-the-wall heat pump to be manufactured by Bard Manufacturing Company, Inc. or equivalent. The unit shall be approved and listed by Intertek ETL Listed (ETL US/C). Unit shall be factory assembled, pre-charged, pre-wired, tested and ready to operate. Unit performance shall be certified in accordance with the Air Conditioning Heating and Refrigeration Institute (AHRI) Standard 390-2003 for Single Package Vertical Units. Unit efficiency shall be specified by EER and COP.

Manufacturers: Capacities shall be as indicated and units shall be manufactured by Bard Manufacturing Company, Inc. or prior approved equal.

1.2 CONSTRUCTION FEATURES

1.2.1 CABINET

Construction shall be a single, enclosed, weatherproof casing constructed of 20-gauge galvanized steel. Unit base is constructed of 16-gauge galvanized steel. Each exterior casing panel to be bonderized and finished with baked-on exterior polyester enamel paint prior to assembly. The baked-on cured paint finish shall pass the industry rub test with a minimum of 72 rubs MEK (Methyl Ethyl Ketone) or standard rub test of a minimum of 100 rubs using Tolulene. Cooling section shall be fully insulated with 1-inch fiberglass to prevent sweating and to muffle sounds. Openings shall be provided for power connections. Access openings appropriate for outside structure to all fan motors and compressor for making repairs and for removing internal components without removing unit from its permanent installation. Fresh air intake and outdoor coil shall be protected from intrusions by a sturdy metal grating with less than ¼ inch openings.

1.2.2 COLOR

The color selection shall be beige.

1.2.3 DRAIN PAN

Drain pan shall be constructed of 20-gauge galvanized steel, bonderized and finished with baked-on exterior polyester enamel paint.

1.2.4 INSULATION

Insulation shall be foil faced for ease of cleaning.

1.2.5 MOUNTING BRACKETS

Full-length side mounting brackets shall be an integral part of the cabinet. Bottom mounting bracket shall be provided.

1.2.6 REFRIGERATION SYSTEM

All models shall use a high efficiency scroll compressor. The compressor shall be covered by a 5-year parts warranty. The refrigeration circuit shall be equipped with factory installed high and low pressure controls and liquid line filter dryer. The refrigeration control shall be a factory installed TXV.. Compressor shall be mounted rubber grommets. Unit shall be provided with R-410A (HFC) non-ozone depleting refrigerant.

1.2.7 CONDENSER FAN MOTOR

The condenser fan, motor and shroud shall be of slide out configuration for easy access.

1.2.8 INDOOR BLOWER MOTOR

The indoor blower motor shall be twin wheels with forward curve blades. Motor shall be high efficiency PSC type.

1.2.9 ELECTRICAL COMPONENTS

Electrical components are easily accessible for routine inspection and maintenance through front service panels. Circuit breaker is standard on all 208/230-volt models. Circuit breaker disconnect access is through lockable access panel.

1.2.10 CONTROL CIRCUIT

The internal control circuit shall consist of a current limiting 24VAC type 50VA transformer. The defrost circuit shall consist of a solid-state electronic heat pump control. A 30-minute timer shall initiate a defrost cycle if the outdoor coil temperature indicates the possibility of an iced condition. The thermistor sensor, speed-up terminal for service, and a ten-minute defrost override shall be standard on the electronic heat pump control. To prevent rapid compressor short cycling, a five-minute time delay circuit shall be factory installed. A low-pressure bypass shall be factory installed to prevent nuisance tripping during low temperature start-up.

1.3 HEAT OPTION

1.3.1 ELECTRIC HEAT

The heat pump shall have a factory installed electric resistance heater available that is designed specifically for application in the WH Series heat pump. Heater shall include automatic limit safety controls.

1.4 VENTILATION OPTION

WH models are designed to provide optional ventilation packages to meet all of your ventilation and indoor air quality requirements. Ventilation packages shall be factory installed and easily removable for service.

1.5 ENERGY RECOVERY VENTILATOR

The Energy Recovery Ventilator (ERV) shall consist of 1 or 2 rotary wheels in an insulated cassette frame with seals, drive motor and belt. The ERV assembly shall also include intake and exhaust blowers. The entire assembly shall easily slide in or out of the ventilation section, allowing for maintenance or replacement. The total energy wheel shall be coated with silica gel desiccant, permanently bonded without the use of binders or adhesives. The coated segments shall be washable with detergent or alkaline coil cleaner and water. Desiccant shall not dissolve or deliquesce in the presence of water or high humidity. All diameter and perimeter seals shall be provided as part of the cassette assembly and shall be factory set. Drive belts shall not require external tensioners or adjustment. Cassette wheels shall include rims to prevent belts from slipping off wheels. Intake and exhaust blowers shall have selections of high, medium or low speed and selected independently, to allow for positive pressurization if desired. The ERV cassette including parts and media shall include a 5 year warranty subject to terms and conditions of Bard's warranty. Unit complies with ANSI/ASHRAE Standard 62.1 Ventilation for Acceptable Air Quality.

1.6 FILTER OPTION

1.6.1 The filter shall be a 2" Fiberglass-Pleated-MERV 8

1.7 UNIT CONTROL OPTION

1.7.1 High Pressure Control

1.8 HOT GAS REHEAT DEHUMIDIFICATION

1.8.1 The dehumidification circuit incorporates an independent heat exchanger coil in the supply air stream in addition to the standard evaporator coil. This coil reheats the supply air after it passes over the cooling coil, and is sized to nominally match the sensible cooling capacity of the evaporator coil. Extended run times in dehumidification mode can be achieved using waste heat from the refrigeration cycle to achieve the reheat process, while at the same time large amounts of moisture can be extracted from the passing air stream. Models that also have electric heaters installed have the electric heat inhibited during dehumidification mode, although it remains available for additional reheat during certain conditions. The dehumidification cycle shall be energized by a rise in relative humidity above set point. The unit shall energize in the cooling mode and also a two position valve will energize, allowing hot refrigerant gas to pass through the reheat coil, reheating the cold air leaving the evaporator coil. The dehumidification cycle shall have on/off capability. If the thermostat calls for cooling or heating during the dehumidification cycle, the unit shall drop out of dehumidification to satisfy the call from the thermostat. A solid state circuit board shall control the dehumidification function. The dehumidification option shall be factory installed.

Q24H-Q60H Series Air-to-Air H/P Engineering Specification Guide “Q SERIES”

2.1 GENERAL

Furnish a self-contained, vertical, floor standing, through-the-wall heat pump to be manufactured by Bard Manufacturing Company, Inc. or equivalent. The unit shall be approved and listed by Intertek ETL Listed (ETL US/C). Unit shall be factory assembled, pre-charged, pre-wired, tested and ready to operate. Unit performance shall be certified in accordance with the Air Conditioning Heating and Refrigeration Institute (AHRI) Standard 390-2003 for Single Package Vertical Units.

Unit shall include 5 year parts warranty covering compressor, parts, and heat exchange coils, subject to terms and conditions of Bard Limited Warranty agreement. Unit efficiency shall be specified in terms of EER and COP.

Manufacturers: Capacities shall be as indicated and shall be manufactured by Bard Manufacturing Company, Inc. or prior approved equal.

2.2 CONSTRUCTION FEATURES

2.2.1 CABINET

Constructed of 20 gauge pre-painted or vinyl laminated galvanized steel. Choices available are either two-tone (vinyl) finish with “slate” front panels and “platinum” cabinet for designer appearance, (gray) or (beige) painted steel (select one). Vinyl finish is very resistant to scratching and marring and is easy to clean. Tamper resistant fasteners are provided for access panels. Unit includes built-in rollers for each installation into wall sleeve and removal for service, if necessary. Front panel is hinged and lockable for filter service and access to primary functional electrical controls.

2.2.2 INSULATION

Cabinet is fully insulated with foil covered, high density fiberglass insulation with sealed edge treatment and special sound deadening insulation material in the compressor section. All insulation is designed to resist mold and mildew growth and facilitate ease of cleaning.

2.2.3 COMPRESSOR

All models shall use a high efficiency scroll compressor for maximum efficiency and reliability. The compressor shall be covered by a 5-year parts warranty. The refrigeration circuit shall be equipped with factory installed high and low pressure controls, and liquid line filter dryer. The scroll compressor does not require a crankcase heater or accumulator. The refrigeration control shall be a factory installed TXV. Refrigerant shall be R-410A.

2.2.4 CONDENSATE DRAIN SYSTEM

Condensate shall be removed from the unit by connections located in the back or side of the unit. The evaporator and condenser coils shall have separate drain pans constructed of stainless steel to eliminate corrosion. The lower unit base serves as a secondary drain pan.

2.2.5 CONDENSER FAN MOTOR

The condenser fan motor shall be a permanent split capacitor, outdoor motor with double oil capacity sleeve bearings and totally enclosed.

2.2.6 INDOOR BLOWER MOTOR

The indoor blower motor shall be a variable speed (ECM) type to produce the same rated air flow from 0 to .8 inch WC of external static pressure (.5 on Q24H model) at low sound levels. The motor is to be self adjusting to provide proper rated air flow at high static pressures without user adjustment or wiring changes by the user. The motor shall be programmed for 20-second ramp up and 60-second down rate for quiet, smooth starting and stopping. PSC motor shall not be acceptable.

2.2.7 ELECTRICAL COMPONENTS

Electrical components are easily accessible for routine inspection and maintenance through front service panels. Circuit breaker is standard on all 208/230 volt models. Circuit breaker access is through lockable access panel. Lock and key are provided as standard equipment. Unit shall have single point entry for line voltage.

2.2.8 CONTROL CIRCUIT

The internal control circuit shall consist of a current limiting 24VAC type 65VA transformer with circuit breaker. The defrost circuit shall consist of a solid state electronic heat pump control. A 30-minute timer shall inflate a defrost cycle if the outdoor coil temperature indicates the possibility of an iced condition. The thermistor sensor, speed-up terminal for service and a ten-minute defrost override shall be all standard on the electronic heat pump control. To prevent rapid compressor short cycling, a five-minute time delay circuit shall be factory installed. A low pressure bypass shall be factory installed to prevent nuisance tripping during low temperature start-up.

2.2.9 SERVICE FEATURES

The unit shall include a diagnostic light to indicate when service is required. *System Service* shall detect high or low pressure control operation.

2.3 HEAT OPTION

2.3.1 ELECTRIC HEAT

The heat pump shall have a factory installed electric resistance heater available that is designed specifically for application in the Q-Tec Series heat pump. Heater shall include automatic limit safety controls.

2.4 VENTILATION OPTION

Q-Tec models are designed to provide optional ventilation packages to meet all of your ventilation and indoor air quality requirements. All ventilation packages are factory installed.

2.4.1 ENERGY RECOVERY VENTILATOR

The Energy Recovery Ventilator (ERV) shall consist of 1 or 2 rotary wheels in an insulated cassette frame with seals, drive motor and belt. The ERV assembly shall also include intake and exhaust blowers. The entire assembly shall easily slide in or out of the unit cabinet, allowing for maintenance or replacement. The total energy wheel shall be coated with silica gel desiccant, permanently bonded without the use of binders or adhesives. The coated segments shall be washable with detergent or alkaline coil cleaner and water. Desiccant shall not dissolve or deliquesce in the presence of water or high humidity. All diameter and perimeter seals shall be provided as part of the cassette assembly and shall be factory set. Drive belts shall not require external tensioners or adjustment. Cassette wheels shall include rims to prevent belts from slipping off wheels. Intake and exhaust blowers shall have selections of high, medium or low speed and selected independently, to allow for positive pressurization if desired. The ERV cassette including parts and media shall include 5 year warranty subject to terms and conditions of Bard's warranty.

The ERV thermal performance shall be certified by the manufacturer in accordance with ASHRAE Standard 84, Method of Testing Air-to Air Heat Exchangers and ARI Standard 1060, Rating for Air-to-Air Energy Recovery Ventilation Equipment Cassettes, and shall be listed in the ARI Certified Products. Unit complies with ANSI/ASHRAE Standard 62.1 Ventilation for Acceptable Air Quality.

2.5 FILTER OPTIONS

2.5.1 2" Fiberglass – Pleated – MERV 6

2.6 HOT GAS REHEAT (Factory Installed)

2.6.1 The dehumidification circuit incorporates an independent heat exchanger coil in the supply air stream in addition to the standard evaporator coil. This coil reheats the supply air after it passes over the cooling coil, and is sized to nominally match the sensible cooling capacity of the evaporator coil. Extended run times in dehumidification mode can be achieved using waste heat from the refrigeration cycle to achieve the reheat process, while at the same time large amounts of moisture can be extracted from the passing air stream. Models that also have electric heaters installed have the electric heat inhibited during dehumidification mode, although it remains available for additional reheat during certain conditions. The dehumidification cycle shall be energized by a rise in relative humidity above set point. The unit shall energize in the cooling mode and also a two position valve will energize, allowing hot refrigerant gas to pass thru the reheat coil, reheating the cold air leaving the evaporator coil. The dehumidification cycle shall have on/off capability. If the thermostat calls for cooling or heating during the dehumidification cycle, the unit shall drop out of dehumidification to satisfy the call from the thermostat. A solid state circuit board shall control the dehumidification function. The dehumidification option shall be factory installed.

2.7 CABINET COLOR – (Owner selected)

2.7.1 Washable Vinyl - Two-Tone Finish: Slate front with platinum sides

2.7.11 Slate Gray

2.7.12 Beige

2.8 COIL OPTIONS – (Standard hydrophilic evaporator and non coated condenser)

2.9 ACCESSORIES

2.9.1 WALL SLEEVE (wall sleeve and louver required) For “Q” series heat pumps

Wall sleeve shall be factory supplied and must be constructed of 16 gauge galvanized steel, coated with an epoxy primer and baked-on polyester enamel paint. It shall be designed to withstand a minimum of 1000 hours of salt spray protection when tested per ASTM B117-03 standard. One sleeve size fits models Q24H through Q42H. Another size is required for Q48H and Q60H.

2.9.2 Furnish factory louver designed for condenser air and outside air intake and exhaust. Louver shall be aluminum construction with removable core for service. Access to removable core is by tamper-proof screws. Louver shall have a powder coat finish.

2.9.3 AIR DISTRIBUTION – (Options)

2.9.31 The Q-Tec shall have a low profile discharge air plenum with double deflection supply register on the front and both sides. The low profile discharge air plenum box shall be 8” in height.

2.9.32 The Q-Tec shall have a discharge air plenum with double deflection supply register on the front and both sides. The discharge air plenum box shall be 14” in height.

2.10 CONDENSATE DRAIN

2.10.1 Q-Tec unit shall have rear condensate system with factory trap.

CLASSROOM VERTICAL AIR-TO-AIR HEAT PUMPS WITH HOT GAS REHEAT DEHUMIDIFICATION AND INTEGRAL ENERGY RECOVERY WHEELS “I SERIES”

3.0 GENERAL

Furnish a self-contained, vertical, floor standing, through-the-wall heat pump to be manufactured by Bard Manufacturing Company, Inc. or equivalent. The unit shall be approved and listed by Intertek ETL Listed (ETL US/C). Unit shall be factory assembled, pre-charged, pre-wired, tested and ready to operate. Unit performance shall be certified in accordance with the Air Conditioning Heating and Refrigeration Institute (AHRI) Standard 390-2003 for Single Package Vertical Units (SPVU). Unit efficiency shall be specified in terms of EER, IPLV, and COP.

3.1 CONSTRUCTION FEATURES

3.1.1 CABINET

Unit shall be constructed of 20 gauge pre-painted steel exterior finish. Exterior panels shall be of double wall construction for enhanced acoustical sound absorption.

Color options are available. See Section 7.0 Cabinet Finish Options.

Front panel is hinged and lockable for filter service and access to primary functional electrical controls. Front and side panels are easily removable for separation of top and bottom sections. Back of unit is to be painted in neutral color to reduce visibility from outdoors.

3.1.2 MODULAR CONSTRUCTION

Exterior panels shall be easily removable, and cabinet shall consist of two modules, easily separated by removing 4 bolts, allowing for modules to be separated. Each module shall pass through standard door frame, and into standard sized elevator doors without tilting or laying equipment down.

3.1.3 INSULATION

No fiberglass insulation shall be exposed to the airstream. Exterior cabinet components shall consist of double wall construction with insulation between panels.

3.1.4 INSTALLATION LOCATIONS

Unit shall be suitable for right or left hand corner installation without modification.

3.1.5 COMPRESSOR

All models shall use a high efficiency 2-stage scroll compressor for maximum efficiency and reliability. Compressor shall provide 2 stages of cooling and heating. The compressor shall be covered by a 5-year parts warranty. The refrigeration circuit shall be equipped with factory installed high and low pressure controls, liquid line filter dryer, and discharge muffler.

The compressor shall be mounted on double floating isolation mounting system and be fitted with sound attenuation jacket. The refrigeration control shall be a factory installed TXV. Heating and cooling TXV shall be provided. Refrigerant shall be R-410A.

3.1.6 CONDENSATE DRAIN SYSTEM

Condensate shall be removed from the unit by connections located in the back of the unit. Both indoor and outdoor coil drain pans shall be constructed of non-corrosive materials and shall not allow standing water in the drain pan. A condensate overflow protection system shall monitor both drain pans and shut down system to prevent condensate overflow.

3.1.7 CONDENSER FAN MOTOR

The condenser fan motor shall be variable speed ECM, allowing for modulating low ambient control and low sound performance.

3.1.8 INDOOR BLOWER MOTOR

The indoor blower motor shall be a variable speed (ECM) type to produce the same rated air flow from 0 to .5 inch WC of external static pressure at low sound levels. The motor is to be self adjusting to provide proper rated air flow at high static pressures without user adjustment or wiring changes by the user. The motor shall be programmed for 20-second ramp up and 60-second down rate for quiet, smooth starting and stopping. PSC motor shall not be acceptable. Motor shall automatically adjust to proper blower speed: Ventilation, Stage 1 Operation, Stage 2 Operation.

3.1.9 ELECTRICAL COMPONENTS

Electrical components are easily accessible for routine inspection and maintenance through front service panels. Circuit breaker is -required on all 208/230 volt models. Circuit breaker access is through lockable access panel. Lock and key are provided as standard equipment. Unit shall have single point entry for line voltage. Electrical component access point shall be located at standard eye level to allow easy serviceability.

3.1.10 CONTROL CIRCUIT

The internal control circuit shall consist of a current limiting 24 VAC type 75 VA transformer with circuit breaker. The defrost circuit shall consist of a solid state electronic heat pump control. A 90-minute timer shall initiate a defrost cycle if the outdoor coil temperature indicates the possibility of an iced condition. The thermistor sensor, speed-up terminal for service and a ten-minute defrost override shall all be standard on the electronic heat pump control. To prevent rapid compressor short cycling, a five-minute time delay circuit shall be incorporated into the heat pump control board. A low pressure bypass shall be incorporated into the heat pump control board to prevent nuisance tripping during low temperature start-up.

3.2 HEAT OPTION

3.2.1 ELECTRIC HEAT

The heat pump shall have a factory installed electric resistance heater available that is designed specifically for application in the I-Tec Series heat pump. Heater shall include automatic limit safety controls.

3.3 VENTILATION OPTION

The ventilation package shall be factory installed. A dedicated low voltage ventilation terminal connection shall be provided to allow for independent control of ventilation.

3.4 ENERGY RECOVERY VENTILATOR

The Energy Recovery Ventilator (ERV) shall consist of 2 rotary wheels in an insulated cassette frame with seals, drive motor and belt. The ERV assembly shall also include intake and exhaust blowers. The total energy wheel shall be coated with silica gel desiccant, permanently bonded without the use of binders or adhesives. The coated segments shall be washable with detergent or alkaline coil cleaner and water. Desiccant shall not dissolve or deliquesce in the presence of water or high humidity. All diameter and perimeter seals shall be provided as part of the cassette assembly and shall be factory set. Drive belts shall not require external tensioners or adjustment. Cassette wheels shall include rims to prevent belts from slipping off wheels. Intake and exhaust airflow can be modulating mode (requires CO2 controller with 2-10vdc output) or can be demand control fixed mode ON/OFF using relay output from CO2 controller. In fixed mode the intake and exhaust rates are individually adjustable, and can be set to maintain positive pressure if desired. The ERV cassette including parts and media shall include 5-year warranty subject to terms and conditions of Bard's warranty.

The ERV thermal performance shall be certified by the manufacturer in accordance with ASHRAE Standard 84, Method of Testing Air-to Air Heat Exchangers and ARI Standard 1060, Rating for Air-to-Air Energy Recovery Ventilation Equipment Cassettes, and shall be listed in the ARI Certified Products. Unit complies with ANSI/ASHRAE Standard 62.1 Ventilation for Acceptable Air Quality.

3.5 FILTER OPTIONS

3.5.1 2" Pleated MERV 8

3.6 HOT GAS REHEAT DEHUMIDIFICATION

The dehumidification circuit incorporates an independent heat exchanger coil in the supply air stream in addition to the standard evaporator coil. This coil reheats the supply air after it passes over the cooling coil, and is sized to minimally match the sensible cooling capacity of the evaporator coil. Extended run times in dehumidification mode can be achieved using waste heat from the refrigeration cycle to achieve the reheat process, while at the same time large amounts of moisture can be extracted from the passing air stream. Models that also have electric heaters installed have the electric heat

inhibited during dehumidification mode, although it remains available for additional reheat during certain conditions, The dehumidification cycle shall be energized by a rise in relative humidity above set point. The unit shall energize in the cooling mode and also a two position valve will energize allowing hot refrigerant gas to pass through the reheat coil, reheating the cold air leaving the evaporator coil. The dehumidification cycle shall have ON/OFF capability. If the thermostat calls for cooling or heating during the dehumidification cycle, the unit shall terminate dehumidification to satisfy the call from the thermostat. A solid state circuit board shall control the dehumidification function. The dehumidification option shall be factory installed.

3.7 CABINET FINISH OPTIONS (To be selected by owner)

3.7.1 Beige – Painted Steel Finish

3.7.2 Gray – Painted Steel Finish

3.7.3 White – Painted Steel Finish

3.8 COILS

3.8.1 Evaporator coil shall be constructed of hydrophilic fin stack providing acrylic coating with no bead-up condensate, lower wet coil pressure drop and improved draining and reduced re-entrainment of moisture back into the air stream. Acrylic coating shall also provide antimicrobial properties providing resistance to microbial and fungicidal growth. Coil coating shall meet ASTM D2372 – no growth.

3.8.2 Standard condenser coil shall be constructed of aluminum fin stock and copper tube.

3.9 ACCESSORIES

3.9.1 WALL SLEEVE (Required) For “T” Series heat pumps

Wall sleeve shall be factory supplied and must be constructed of galvanized steel, coated with an epoxy primer and baked-on polyester enamel paint. It shall be designed to withstand a minimum of 1000 hours of salt spray protection when tested per ASTM B117-03 standard. One sleeve size fits all models (select 1 of 3 adjustable depth sleeves: 5.5” to 8.5”, 8.0” to 13.5”, 13.0” to 23.5”). Sleeve location shall be at least 31” above finished floor and shall be adjustable by +3”. Floor base shall be provided to raise height over 34” above finished floor.

3.9.2 OUTDOOR LOUVER GRILLES (Required) For “T” series heat pumps

Furnish factory louver designed for condenser air and outside air intake and exhaust. Louver shall be aluminum construction with removable core for service. Access to removable core is by tamper-proof screws. Louver shall have a powder coat finish. Color chart shall be provided for color selection.

OPTIONS

4.1 OPERATING CONTROLS – COMPLETE STAT

The Complete Stat shall be a networkable thermostat and controller with built-in temperature, humidity, CO2 and motion sensors.

4.1.1 It shall have consolidated temperature sensing and control, with humidity sensing and dehumidification activation as well as occupancy control via schedules and/or motion

sensing. It shall also provide a built-in CO2 sensor that will enable demand control ventilation.

4.1.2 It shall have Adaptive Occupancy Scheduling that automatically learns, continuously adapts, and provides optimized space warm-up or cool-down.

4.1.3 It shall have superior occupancy detection with a motion-sensing range of up to 33 feet.

4.1.4 In addition to the built-in sensors, six analog inputs shall be available as well as nine relay outputs. Eight of the nine outputs shall be utilized for the following: Dehumidification, Ventilation Call, First Stage Heating, Second Stage Heating, First Stage Compressor, Second Stage Compressor, Reversing Valve, and Indoor Blower.

4.1.5 It shall have a five button user interface for menu-driven configuration and operation.

4.1.6 Complete Stat shall be BACnet capable using shielded twisted pair.

4.2 The I-Tec shall have a low profile discharge air plenum with double deflection supply register on the front and both sides. The low profile discharge air plenum box shall be 8" in height.

4.3 The I-Tec shall have a low discharge air plenum with double deflection supply register on the front and both sides. The discharge air plenum box shall be 12" in height.

4.4 CABINET EXTENSIONS (Option) For "T" series heat pumps
Painted 3-sided assembly to enclose ductwork and/or piping as required.

4.5 RISER PLATFORMS (Option) For "T" series heat pumps 3" or 6" riser platforms painted to match the unit are available to elevate unit if needed for window sills above 34".

4.6 The Q-Tec shall have a low profile discharge air plenum with double deflection supply register on the front and both sides. The low profile discharge air plenum box shall be 8" in height.

4.7 The I-Tec shall have a low discharge air plenum with double deflection supply register on the front and both sides. The discharge air plenum box shall be 14" in height.

SYSTEM START-UP AND TRAINING (REQUIRED)

5.1 Manufacturer's Representative shall verify that the equipment supplied and installed are installed and operating pursuant to Manufacturer's and specified requirements.

5.2 Two separate training sessions shall be included for the maintenance staff at the owner's choice of time and location.

WARRANTY

6.1 The product specified shall be free from defects in materials and workmanship for a period of 5 years for compressor, and for a period of 5 years for all parts. Warranty period shall start from date of installation as stated on warranty card; or from date of shipment if no warranty card is returned to manufacturer. Equipment must be used under normal conditions.

BID 17M4
UNIT PRICE CONTRACT FOR HVAC UNITS FOR MODULAR CLASSROOMS
FORM OF PROPOSAL

In compliance with the Invitation for Bids, the undersigned proposes to provide through the wall and wall hung heat pumps and accessories according to the specifications contained in Bid 17M4. This proposal is in strict accordance with the specifications by FCPS, for the following amounts:

WALL HUNG UNITS:	Price	Brand
1. Bard OR Equivalent W24H1DA08RPXXX		
With 8KW electric heat:	\$ _____	Manufacturer _____
2. Bard OR Equivalent W30H1DA10RPXXX		
With 10KW electric heat:	\$ _____	Manufacturer _____
3. Bard OR Equivalent W36H1DA10RPXXX:		
With 10KW electric heat:	\$ _____	Manufacturer _____
4. Bard OR Equivalent W42H1DA10RPXXX:		
With 10KW electric heat:	\$ _____	Manufacturer _____
5. Bard OR Equivalent W48H1DA10RPXXX:		
With 10KW electric heat:	\$ _____	Manufacturer _____
6. Bard OR Equivalent W60H1DA10RPXXX:		
With 10KW electric heat:	\$ _____	Manufacturer _____
THROUGH THE WALL UNITS:		
1. Bard OR Equivalent I30H1DA10RMXXX2:		
With 10KW electric heat:	\$ _____	Manufacturer _____
2. Bard OR Equivalent I36H1DA10RMXXX2:		
With 10KW electric heat:	\$ _____	Manufacturer _____
OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
3. Bard OR Equivalent I42H1DA10RMXXX2:		
With 10KW electric heat:	\$ _____	Manufacturer _____
OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
4. Bard OR Equivalent I48H1DA10RMXXX2:		
With 10KW electric heat:	\$ _____	Manufacturer _____
OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
5. Bard OR Equivalent I60H1DA10RMXXX2:		
With 10KW electric heat:	\$ _____	Manufacturer _____
OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
6. Bard OR Equivalent Q24H1DA10RPXXXX:	\$ _____	Manufacturer _____
7. Bard OR Equivalent Q30H1DA10RPXXXX:	\$ _____	Manufacturer _____
OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
8. Bard OR Equivalent Q36H1DA10RPXXXX:	\$ _____	Manufacturer _____

BID 17M4
UNIT PRICE CONTRACT FOR HVAC UNITS FOR MODULAR CLASSROOMS
FORM OF PROPOSAL

OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
9. Bard OR Equivalent Q42H1DA10RPXXXX:	\$ _____	Manufacturer _____
OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
10. Bard OR Equivalent Q48H1DA10RPXXXX:	\$ _____	Manufacturer _____
OPTION with 15KW electric heat:	\$ _____	Manufacturer _____
ACCESSORIES		
1. Bard OR Equivalent Complete Stat:	\$ _____	Manufacturer _____
2. 8 inch Plenum box for "I" series heat pump	\$ _____	Manufacturer _____
3. 12 inch Plenum box for "I" series heat pump	\$ _____	Manufacturer _____
4. Cabinet extension for "I" series heat pump	\$ _____	Manufacturer _____
5. 3 Inch riser platform for "I" series heat pump	\$ _____	Manufacturer _____
6. 6 Inch riser platform for "I" series heat pump	\$ _____	Manufacturer _____
7. Low profile plenum box for "Q" series heat pump:	\$ _____	Manufacturer _____
8. 14 inch Plenum box for "Q" series heat pump	\$ _____	Manufacturer _____

BID 17M4, UNIT PRICE CONTRACT FOR HVAC UNITS FOR MODULAR CLASSROOMS
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	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____

FREDERICK COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION
BID 17M4, UNIT PRICE CONTRACT FOR HVAC FOR MODULAR CLASSROOMS

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 if 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 Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(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

If required to be notarized:

(Witness)

(Title)

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

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE
BID 17M4, UNIT PRICE CONTRACT FOR HVAC FOR MODULAR CLASSROOMS

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_____