

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



Stephen P. Starmer, C.P.M., CSBA,
Purchasing Manager
Kim Miskell, Asst. Purchasing Manager
Billie Laughland, Purchasing Agent
Bill Meekins CPPB, CPCP, Purchasing Agent
Shane Ryberg, Purchasing Agent

RFP NUMBER/BID NAME: 17M9, On Call Paint Services

RFP ISSUE DATE: March 29, 2017

RFP CONTRACT MANAGER: Bill Meekins, CPPB, CPCP, Purchasing Agent, willis.meekins@fcps.org

RFP CONTRACT ADMINISTRATOR: Bill Kosola, Paint Foreman, william.kosola@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on April 18, 2017. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

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@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

PROPOSALS DUE: 3:00 P.M., local time, on April 25, 2017
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: May 10, 2017

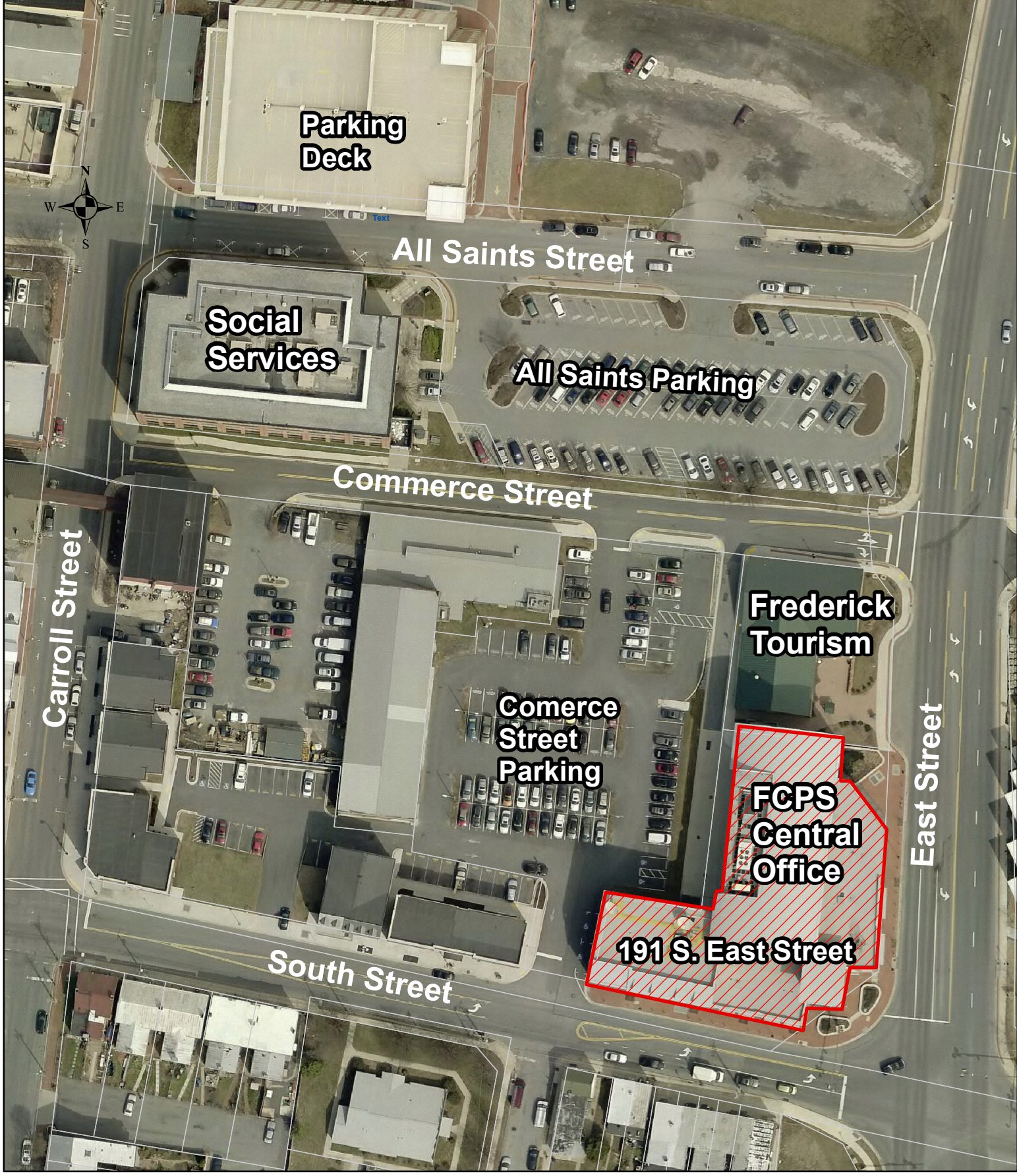
ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

RFP 17M9, ON CALL PAINTING SERVICES
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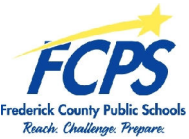
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Frederick County Public Schools
191 S. East Street



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 McConnaughey, 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

HIGH

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 (includes Flexible Evening High School)** **240-236-8450**
Dr. Stacey Adamiak, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
- 64. **Heather Ridge** **240-236-8000**
Ms. Denise Flora, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
- 65. **Monocacy Valley Montessori Public Charter School *** **301-668-5013**
Ms. Nancy Radkiewicz, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 301-668-5015
- 66. **Rock Creek** **240-236-8700**
Ms. Mary Malone, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

** 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 (FCPS) 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: <https://certificate.dat.maryland.gov/Pages/default.aspx> .
- 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

- a. 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.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

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 three 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 contact 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.

**BID 17M9, ON CALL PAINT SERVICES
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II**

1. SCOPE

The intent of this solicitation is to qualify and select vendors who will provide labor, supervision, supplies, and equipment to perform full, or partial, painting projects, as needed, by FCPS. All required surface preparations are included before all necessary priming and top coatings. The scope includes interior and/or exterior painting. Surfaces may include, but are not limited to, wood, fiber board, acoustic tile, concrete, plaster, masonry, and metal surfaces.

2. CONTRACT PERIOD

The contract term will be effective from date of award through February 28, 2020, with two additional two - year renewal periods remaining.

3. CONTRACT TERMS

- a. The following General Terms and Conditions from Section I are not applicable for the qualification process but may be applicable for the post-award process.
 - i. #2, Pre-Bid Meeting
 - ii. #7, Standard of Quality, "Or Equal Clauses," and Substitutions
 - iii. #8, Samples
 - iv. #9, Bid Pricing
 - v. #25, Packaging and Delivery Requirements
 - vi. #32, Technology-Based Instructional Products
- b. Work under this contract will be performed on a lump sum basis as needs arise throughout the contract period. No guarantee of any work is expressed or implied.
- c. Work performed under this contract shall be in accordance with all applicable ordinances, building codes, statutes, regulations and guidelines of all federal, state and local government authorities having jurisdiction over the project.
- d. If an awarded contractor fails to respond to a request for quote on more than two occasions, they may be subject to contract termination or non-renewal. FCPS reserves the right to replace a terminated/non-renewed vendor with another vendor from the original proposal ranking and cost evaluation, by mutual agreement.
- e. Liquidated Damages:
 - i. In the event that the Contractor does not achieve Substantial Completion as stipulated, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner.
 - ii. The liquidated damages sum will be a minimum of \$500.00 per day.
- f. FCPS reserves the right to require on a per project basis that the contractor demonstrate that it has the skills, equipment, and other resources to satisfactorily perform the nature and magnitude of work to complete the project within the propose contract schedule.
- g. FCPS reserves the right to bid projects if in its best interest to do so.

- h. Annually, at the discretion of the FCPS Purchasing Department, requests to become qualified under this solicitation may be accepted during the month of December.

4. INVOICING

The vendor will submit invoices to the Contract Administrator at 7446 Hayward Road, Frederick, Maryland 21702 for payment approval. All invoices will identify pertinent information such as purchase order number and building name where the work was performed. The Contract Administrator shall submit invoices and reports to Accounts Payable to process payments.

5. QUALIFICATION CRITERIA:

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

- Licensed to perform business in the State of Maryland
- Meet FCPS minimum insurance requirements
- Must be in the painting business for a minimum of five (5) years
- Must fully complete FCPS Questionnaire form.
- Must provide a complete listing of five (5) projects on FCPS questionnaire form

6. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their proposal package until after the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. Submit one bound original of the Qualification Material, along with an electronic copy on CD or USB Flash Drive, in a sealed envelope, properly labeled on the outside with the bidder's name and solicitation number.
- c. The qualification material shall include the following:
 - Contractor's Questionnaire for On Call Paint Services
 - Certificate of Insurance
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Cost Proposal Form

7. EVALUATION AND AWARD

- a. Proposals submitted will be evaluated by a committee comprising a minimum of three FCPS staff members.
- b. Each member of the selection committee will independently review and evaluate each technical proposal using a point formula during the review process to score proposals. The full committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm.
- c. The technical proposal will consist of a combination of formats, including but not limited to a questionnaire, interview and/or site visit, and includes appraisals of various aspects of the bidder's

business including capacity, financials, quality assurance, organization structure and processes and performance.

- d. Point will be deducted for incomplete or missing responses, or responses that do not follow the required format.
- e. A total of 100 points will be assigned for the technical proposal and will be assigned as follows:
 - Completeness of Qualification Materials 5
 - Proximity to Frederick County (within 60 miles) 5
 - Experience and Capabilities 50
 - Licensing and Insurance 10
 - Financial 15
 - References 15
- f. Final ranking will be made based on technical scores.
- g. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned.
- h. It is FCPS's intention to recommend award to a minimum of the top two most qualified firms; however, we retain the right to recommend award to more than two contractors.

8. COST PROPOSAL

The enclosed Cost Proposal form is for informational purposes only.

9. POST AWARD PROCEDURE FOR SOLICITING SERVICES:

- a. Only vendors that have been awarded under this solicitation will be eligible to receive a request for quotation (RFQ) when services are required.
- b. The RFQ will include, but is not limited to, a quotation due date, project summary and/or written scope of work, schedule (if applicable) and specifications for the required project.
- c. Vendors will be required to make a site visit and attend a pre-proposal meeting if scheduled.
- d. Vendors requiring clarification or interpretation of the RFQ shall make a written request. Any clarification or interpretations to the RFQ will be made to all vendors.
- e. Vendors shall submit their proposal by the date and time stated in the RFQ.
- f. After receipt of quotations, discussions may be conducted with an offeror to ensure full understanding of the requirements set forth in the request and to obtain the best price for FCPS.

10. PROJECT INITIATION

- a. An official purchase order will be issued to the lowest submitted project proposal. The begin and end work dates, applicable units of work, estimated quantities, unit prices, and estimated total cost, along with other pertinent information, will be noted on the purchase order, becoming contractually legal and binding.
- b. The vendor will notify the Contract Administrator at least 24 hours in advance of commencing work.
- c. State law requires that all visitors to a school report to the main office upon entering.

- d. The vendor and the Contract Administrator, or designee, will jointly inspect the completed work.

11. PERFORMANCE

- a. The vendor will specify whether they can provide services during periods outside of normal business hours to include evenings and weekends. FCPS anticipates that work will usually occur during normal business hours. However, some projects, to be determined on a case-by-case basis, may require the vendor to perform work other than during normal business hours.
- b. The vendor may be asked to provide painting services for multiple school sites concurrently.
- c. The vendor will provide, to the Contract Manager, contact information for the project manager(s) handling a project to facilitate communication.
- d. Work is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damages.
- e. The vendor will furnish the services of an experienced supervisor, who will be in charge of the work and provide direction to the crew at all times. The supervisor will provide constant direction to the crew. The vendor will provide the names of the crew assigned to each project. The crew and supervisor must remain the same throughout each project. After the project has started, and employee changes must be approved by the Contract Administrator prior to the employee reporting to the job.
- f. All work will be scheduled to the mutual satisfaction of the FCPS to avoid conflicts with school activities.
- g. Upon completion of all work, any and all damage to the school building and grounds as a result of the work will be restored to a condition as good as existed prior to damaging. Damaged lawns will be re-sodded; damaged shrubs and trees will be replaced.
- h. The work area will be left clean, and ready for use, after the painting and installation. The vendor will remove all debris generated by the work from the premises daily.

12. 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 RFP 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.

13. CHANGES IN WORK

- a. No changes in the work covered by the approved contract documents will be made without having prior written approval of FCPS. The contract sum may be adjusted according to the approved changes. Consent of the Surety may be required.
- b. Charges or credits for the work covered by the approved change will be determined by one or more of the following methods:
 - i. Unit bid prices
 - ii. Lump sum
 - iii. Time and materials

In the event the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted including material and rental invoices and/or any other backup as requested by FCPS.

- c. A fixed fee may be negotiated, and must be agreed upon and added to the costs listed above. The fee will be compensation to cover the cost of supervision, overhead, surety, profit, and any other general expenses.

14. PROJECT CLOSE OUT

- a. Punch-out List
 - i. The vendor will notify the Contract Administrator when the work is ready for punch-out inspection. Punch-out will occur sufficiently in advance of any completion date as to afford the vendor time to rectify punch list corrections. Before calling for a punch-out work will be completed and all areas will be clear of materials and debris.
 - ii. During punch-out, the following individuals will be present: the Contract Administrator, or his designee, and the vendor.
 - iii. Upon completion of a punch-out, a written punch-out list will be prepared by the vendor and submitted to FCPS within five workdays.
- b. The vendor will notify the Contract Administrator for a final inspection once all related punch-out items have been completed. All punch-out and final inspections will be performed in advance of the completion date to allow for corrections.
- c. The vendor will provide a list of all materials/products used on a project, with color, finish and vendor identification, written warranty statements indicating start and end of warranty dates, to be signed by both the vendor and the Contract Administrator.

15. LEAD SAFE WORK PRACTICES

All coatings, preparation, and painting must conform to all applicable federal, state and local regulations for Lead Based Paint (LBP). In the absence of an existing LBP report indicating no lead in surfaces scheduled to be painted, bidders must either include certification from an EPA risk assessor that the surfaces to be painted are lead free or that they are EPA Renovation, Repair and Painting (RRP) certified.

16. 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.

17. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten (10) calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

a. Worker's Compensation

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

b. Employers' Liability Insurance

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

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

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

c. Commercial General Liability Insurance

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

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

Medical Expense

\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

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

d. Scope of Insurance and Special Hazards

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

e. Comprehensive Automobile Liability

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

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

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

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

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Council, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity.

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

18. 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.

19. LOCAL LICENSING OF TRADE PERSONS

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

20. INSPECTION OF SITE

- a. All visitors must report to and register in the main office. Each bidder should visit the site and become informed fully as to the condition under which the work is to be done. Failure to do so will not relieve a successful bidder of their obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.
- b. The bidder will perform field measurements, if applicable, and FCPS assumes no responsibility for errors in measurements. The bidder will be responsible for any costs associated as a result of an error in their measurements.
- c. Site visits will not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Contract Administrator.

21. USE OF FCPS SERVICES AND FACILITIES

- a. It is understood that, except as otherwise stated in the contract documents, the vendor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction and all other services and facilities of every nature necessary to execute, complete and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed with the approval of and without additional expense to FCPS, unless previously agreed to.

22. PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.
- b. It will be the vendor's responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, when required.
- c. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.

- d. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

23. 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.

24. WORK SITE SUPERVISION

- a. The awarded vendor will provide full time onsite supervision, by a construction superintendent or foreman, who will have full authority to act on behalf of the vendor. The onsite superintendent or foreman will not be changed except with the written consent of the Contract Administrator. The superintendent will represent the vendor in their absence and all directions/instructions given to them will be as binding as if given to the vendor. FCPS shall not be responsible for the acts or omissions of the superintendent or foreman.
- b. The vendor will immediately report to the Contract Administrator any error, inconsistency or omission which they discover. The vendor will not be liable to FCPS for damages resulting from any errors or deficiencies in the contract documents or other instructions given by FCPS.

25. 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.

26. INTENT

These specifications are intended to cover the requirements for full and partial painting of various interior and exterior surfaces of FCPS facilities on and as needed basis. The project may include, but is not limited to the following and repairs such as scrapping, caulking, power washing and sanding of various surfaces, re-glazing of windows, etc. to make project complete.

Vendors will be asked to provide proposals to perform work based on the individual hourly labor rates, plus cost of material. The proposals will include each line item and quantities utilized to develop project cost. All proposals must be itemized identifying all labor, material, etc., required to complete the project.

27. EXECUTION

The Scope of Work is that the vendor agrees to paint all previously painted and/or varnished wooden surfaces and/or currently painted surfaces with the manufacturer and model of paint specified by FCPS. The work is typical for painting and will include ALL surfaces inside and/or outside the site that have been previously painted, unless specifically excluded by this solicitation and/or as directed by FCPS.

The vendor will be responsible for providing all materials, labor, equipment, tools, supplies, and supervision for services required to successfully complete the work specified. In the event any item(s) is not specified, but is needed to complete the work properly, the bidder must include these at no additional charge.

Painting products will be applied in strict accordance with FCPS specifications herein, manufacturer instructions and industry standards in reference to preparation of surfaces, environmental conditions, applications.

28. TYPICAL INTERIOR AREAS REQUIRING PAINTING AT SCHOOL/FACILITIES

Paint all previously painted interior surfaces to include, but not limited to: all drywall and/or plaster, block surfaces, all areas normally requiring painting or finishing for either protective or decorative reasons. All wood that has a stain and/or clear coat finish, including but not limited to shelving, paneling, window sashes and cabinetry.

These areas will be finished the same unless otherwise stated or specifically excluded from a project scope of work or by FCPS representative.

a. Main Office Suite and All Connected Rooms

Paint all ceilings, walls, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

b. Health Suite and All Connected Rooms

Paint all ceilings, walls, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

c. Media Rooms and All Connected Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, interior side of exterior doors, door frames and jambs, door transom panels door vents, steel window frames, window wall frames and panels, previously painted hardware, electrical wire molding, conduits, boxes, panels, radiators.

d. Conference Room and All Connected Rooms

Paint all walls, wall vents, closet shelving and supports, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, radiator/shelf system combination units.

e. Physical Education Office and All Connected Rooms

Paint all ceilings, walls, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

f. Multi-Purpose Room including Storage and Chair Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, steel doors under front of stage, interior side of exterior doors, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes and panel covers.

g. Stage Area

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, previously painted concrete at stairs, stair railings and stair risers.

h. Kitchen and All Connected Rooms

Paint all previously painted ceilings, ceiling vents and diffusers, walls, wall vents, previously painted storage shelving and supports, interior side of exterior doors, screen door, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, pipes, sinks, fan hoods, radiators, previously painted components of service counter, cabinets and tables, prep tables, sink cabinets and counters, ovens, racks, and cabinets.

i. All Custodial Closets

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, closet shelving and supports, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers and pipes.

j. All Storage Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, closet shelving and supports, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers and pipes.

k. Reading Room and all Connected Rooms

Paint all walls, wall vents, door frames and jambs, previously painted hardware, electrical wire, molding conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

l. Classrooms and All Shared Prep Storage Rooms, Bathrooms, and All Connected Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, door frames and jambs, steel window and transom frames, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, radiator/shelf system combination units.

m. Teacher's Room and All Connected Rooms

Paint all walls, wall vents, door frames and jambs, previously painted hardware, electrical wire, molding conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

n. All Lavatories (Corridor Bathrooms)

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers and lavatory stall partitions.

o. Building Supervisor's Office and All Connected Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, previously painted closet shelving and supports, door frames and jambs, previously painted hardware, electrical wire molding, conduits, panel boxes, panel covers, and radiators.

p. All Corridors, Hallways, Stairwells and Vestibules

Paint all ceilings in corridor – needlepoint tile only, ceiling vents and diffusers, previously painted walls, wall vents, interior side of exterior doors, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, metal frames, steel gates, railings, and fire extinguisher cabinets.

q. Boiler Room

Power wash, walls pipes, dampers, flues; protect burners, outside air dampers, all electrical wiring and junction boxes and apply primer and a high gloss-mildew resistant latex paint.

r. Polyurethane all existing interior wood doors and paint all metal doors throughout the building.

s. Do Not Paint

- i. Aluminum or stainless steel surfaces previously unpainted
- ii. Over unpainted ceramic tile
- iii. Over murals, unless directed by FCPS

29. TYPICAL EXTERIOR AREAS REQUIRING PAINTING AT SCHOOL/FACILITIES

Paint all previously painted exterior surfaces to include, but not limited to: all block, masonry, and/or stucco and plaster surfaces, wood / wood work trim, steel structural or ornamental and all areas normally requiring painting or finishing for either protective or decorative reasons. All wood / wood work trim that has a stain and/or clear coat finish. Including, but not limited to, window trim and sashes, door and casings, and decks.

These areas will be finished the same unless otherwise stated or specifically excluded from a project scope of work or by FCPS representative.

- a. All previously painted masonry surfaces, i.e., piers, abutments, foundation walls, block and brick walls.

- b. All soffits and ceilings will be spot primed with an approved stain killing primer where staining has occurred.
- c. All previously painted steel and metal work, i.e., structural steel, roof perimeter, steel, soffit channels (full prime roof perimeter and soffit channels), lintels, posts, columns, horizontal beams and tubes, connecting plates and flanges, window wall horizontal and vertical members including bottom sills and all canopy roof components.
- d. Wall vents and louvers.
- e. Doors, window and door frames and trim, including transom and side light frames.
- f. Window sills, sashes and panels, wall panels, previously painted door and window hardware.
- g. Previously painted electrical fixture covers, brackets, conduits (prime and paint new conduit), plumbing, piping, meters, and air conditioner support brackets.
- h. Access doors and covers and wood bench support frames.
- i. Railings, protective posts at doors and walkways and pipe doorstops.
- j. Ladders, including sing rung ladders.
- k. Flashing, vent pipes, vent caps, vent hoods, drain covers and grates, hatch covers and chimney screens.
- l. Rooftop equipment housings and ductwork, structural supports, down spouts and drain pipes and boots.
- m. Metal roof surfaces, fascia, soffits, and ceilings.
- n. Outdoor education equipment such as grandstand, bleachers, basketball hoop and poles, etc.
- o. Do NOT paint stainless steel, aluminum, copper, bronze or galvanized surfaces not previously painted.
- p. All wood structural members, i.e., posts, columns, beams, and bracing.
- q. All woodwork, i.e., basketball hoop backboards, plywood window transom and window all panels.
- r. School name, sign, letters and backboard.
- s. Courtyard exterior surfaces are included in items to be painted.

28. **FCPS APPROVED PAINTING MANUFACTURERS**

Bidder shall provide a paint from the following manufacturers: McCormick Paints, Sherwin Williams or PPG.

29. **ENVIRONMENTS**

- a. **HAZARDOUS MATERIALS**: All cleaning rags, solvents and waste materials will be deposited in metal containers have tight covers, and they will be safely disposed of off FCPS property, at the end of each workday in accordance with EPA regulations.

- b. Climatic conditions-painting will be performed under conditions suitable for the production of good durable work.
- c. Paint will not be applied to either wet or damp surfaces.
- d. Interior painting will not be applied when the temperature is below 50°F.
- e. Enamel will not be applied when the temperature is below 50°F.
- f. Exterior painting will not be performed in frosty, foggy, excessively humid weather, or when the temperature is below 50°F.

30. SURFACE EXAMINATIONS

All surfaces will be examined prior to painting. Surfaces which cannot be put into proper condition to receive paint or finish will be reported to the Contract Administrator. Failure to submit a report and obtain FCPS approval will constitute acknowledgement by the vendor that all existing conditions and work are in good condition. The vendor assumes, full, unconditional responsibility for existing conditions.

31. SURFACE PREPARATION

Painting is intended to include all exposed surfaces which are "NORMALLY" painted or finished on the job site as necessary to produce a properly finished product including, jam and window sill tracks. It is not intended to include factory finished projects or products normally field finished, such as glass, brick, etc.

All surfaces to be painted will be prepared and conditioned to assure proper adhesion and function of the paint to be applied. Prepare all surfaces to be painted by removing all loose and scaling paint. All patching and replacement required in the substrates will be accomplished prior to coating operations. Remove all existing runs, tears and drips from previously painted or varnished surfaces. Spackle and/or putty all holes, cracks and defects flush with existing surfaces. Sand smooth all surfaces that are to be painted. Apply correct primer and undercoat for proper adherence of succeeding coats. Prepare all surfaces and apply all materials as per the manufacturers' specifications.

- a. Grease, loose, disintegrated and/or foreign material will be removed from all surfaces before paint is applied. The use of high-pressure washer is recommended when applicable on exterior projects. Where existing paint and factory finish provided by other trades have become abraded or damaged, they will be restored as required prior to receiving final coatings. Freshly painted surfaces will be protected. All enclosed surfaces will be broom cleaned before painting operations begin.
- b. Demountable items and hardware on substrates will be removed prior to coating operations and, after surfaces behind these items have been coated and the coatings have dried; demountable items will be reinstalled in their original location.
- c. Defective putty, caulking, and other sealants will be removed; and new putty or caulking or sealing compounds will be installed prior to priming.
- d. Metal surfaces will be made thoroughly clean, using vinegar or acid as required removing all foreign matter including loose, paint grease, oil, etc., before painting. All painted surfaces will be primed before applying paint.

- e. All loose peeling paint, scaling, cracked, chipped, blistered, defective paint will be removed and edges sandpapered smooth to a feathered edge.
- f. Painting Piping & Conduit Scrape to remove all loose and scaling paint. Mask all lettering and markings prior to painting.
- g. The vendor will mask, protect, and/or otherwise properly cover all surfaces not scheduled or intended to be painted or finished.
- h. Plaster surfaces will be handled in the following manner Cracks less than 1/8" wide will be filled with patching plaster. Cracks 1/8" wide or more will be dovetail cut patch plastered. Broken or loose plaster will be removed and re-plastered. Efflorescent plaster will be cut out and re-plastered.
- i. Remove mildew and stain by scrubbing the surface with the following solutions: Five percent Hypo Chlorine Water into which should be added 1 quart of liquid bleach containing 5% sodium hypo chlorine (e.g. Clorox) plus 2/3 cup detergent (e.g. Tide). Seventy Percent Available Chlorine OR - One gallon of warm water into which should be put 5 level tablespoons of a dry granular chlorine-bearing material having 70% available chlorine...2/3 cup tri-sodium phosphate...1/3 cup detergent.

32. PREPARATION OF CONCRETE, CEMENTIOUS AND WOOD SURFACES

a. Dirt, Grease. and Oil

Wash new and existing uncoated surfaces with a solution composed of three ounces (2/3 Cup) trisodium phosphate, one ounce (1/3 Cup) liquid household detergent, and three quarts of warm water. Rinse thoroughly with fresh water. Wash existing coated surface with a suitable detergent and rinse thoroughly with fresh water. For large areas, water blasting may be used.

b. Fungus and Mold

Wash new and existing uncoated surfaces with a solution composed of three ounces (2/3 Cup) trisodium phosphate, one ounce (1/3 Cup) liquid household detergent, and one quart 5% sodium hypochlorite solution (household bleach) and three quarts of warm water. Rinse thoroughly with fresh water.

c. Glaze and Loose Particles

Remove by wire brushing. Surface glazed, or very smooth surfaces, will be roughened. Cracks, holes, and honeycomb will be filled with masonry patching compounds and sealed.

d. Efflorescence

Remove by scraping or wire brushing, followed by washing with a five to ten percent by weight aqueous solution of hydrochloric (muriatic) acid. Do not allow acid to remain on the surface for more than five minutes before rinsing with fresh water. Do not acid clean more than four square feet of surface, per workman, at one time.

Efflorescence and latency will be removed by wetting with water, applying with a solution of one part hydrochloric acid and 5 parts water, and, scouring off deposits with a stiff brush for 5 minutes, followed by a thorough rinsing with clean water.

e. Cosmetic Repair and Minor Defects

Repair or fill mortar joints and minor defects, including but not limited to walls, in accordance with manufacturer's recommendations and prior to coating application.

f. Masonry Surfaces

Make surface free of loose mortar, scaling and other foreign matter by cleaning with a wire brush. All voids in the work will have been pointed and all mortar blotches and streaks removed. Surfaces will be lightly sprayed with water to improve adhesion for water-thinned products.

g. Concrete Surfaces

Surfaces will be thoroughly cleaned and spackled, as required, to produce a smooth surface.

h. Wood Surfaces

Scrape and sand prior to priming. Priming will be done, as required, to produce a smooth surface. When patched areas are dry, they will be flushed, sealed, and spot primed with a prime coat material.

Wood, including plywood surfaces to be painted, will be sanded smooth with cracks, and holes filled with glazing putty or plastic wood compound and sealed. Knots will be thinly coated with knot sealer.

All natural wood to be painted will be washed and/or sanded to remove tape, dirt, wax, etc. before varnishing. The finish coat will be a polyurethane varnish as specified in the project contract.

33. PAINT APPLICATION

- a. Coatings will be factory, mixed and delivered to the job in original unopened containers marked with the brand name, type, color, and date of manufacture.
- b. Application will be done by experienced workers in strict accordance with the manufacturer's printed instructions using an approved method, such as spray, brush or roller method.
- c. Paint will be applied to dry surfaces only and no succeeding coat will be applied for at least twenty-four hours or longer, if required, to allow thorough drying of the preceding coat.
- d. All paints and clear coats will be smoothly and evenly applied free from runs, sags, holidays, variations in sheen or color, and other defects. Edging edges of paint adjoining other materials or colors will be sharp and clean cut without overlapping.
- e. All surfaces will be sanded smooth between coats if required by the manufacturer's instructions. Paint will be worked thoroughly into all points, angles and crevices without clogging. Each coat will be worked out evenly and the finished work will be uniform, smooth, and free from runs, sags, and other marks.
- f. Over spray will be kept off doorframes and trim, otherwise it will be sanded off. It will not serve as a trim undercoater.
- g. Adulteration will not be permitted. Adulteration is hereby defined as the substitution (in part or all) of a material, without authorization.

- h. Any painting done on unsuitable surfaces will be removed and the surfaces properly prepared and re-painted or re-finished by the vendor to the satisfaction of the FCPS representative without additional cost to FCPS.

34. PROTECTING PAINTING AREAS

The vendor will furnish and lay drop cloths in all areas where painting is being done. All adjacent surfaces not being painted will be carefully protected. Drop cloths are to be thoroughly cleaned prior to use and cover all floor surface where all preparation and painting is being performed. Failure to properly protect FCPS property may result in termination of contract.

- a. Protections will be made for all light fixtures, furniture, blinds, curtains, window shades, sprinkler heads, fire detector heads, fire extinguisher, chalkboards, dry erase boards, cork boards, sinks, counters, cabinets, closets, wall outlets/switches, desk chairs, band equipment, computers, wire molding, wall clocks, speakers and other items shall be fully protected during painting by suitable masking or covering.
- b. All free-standing items (items not attached firmly to the walls and/or floors) in the school such as bookcases, storage cases, files, screens, etc. except radiators, or items that form solid surfaces, will be removed, and surfaces behind them painted and then re-set in the condition or position originally found. Removal of furnishing must be coordinated with FCPS and removed by FCPS personnel only.
- c. Prior to painting the vendor will have hardware accessories, switch plates, receptacle plates and similar, items removed or covered.
- d. If painted, sprinkler heads and fire detector heads will be replaced by the vendor, at no expense to FCPS.

35. GENERAL PAINTING INSTRUCTIONS

Brush or roller will apply all paints and finishes. Spraying is only permitted for auditoriums ceilings and beams, gym ceilings and beams, boiler rooms and lockers.

Caulking of all doors and window frames can be included in contracts. Wherever there is loose caulking or wherever the existing has shrunk, it will be completely removed and new caulking installed.

- a. Exterior
 - i. Outside of building will be scraped and sanded.
 - ii. All loose caulking will be removed and re-caulked.
 - iii. All windows will be scraped, all loose caulking and glazing will be removed and re-caulked and re-glazed. Priming is required before re-glazing.
 - iv. Two coats of paint will be applied. One coat of oil base or latex primer will be applied and one coat of premium grade exterior white or tinted color as needed to match the existing finish coat.
 - v. All metal surfaces on the school roof, (such as air conditioning units, vent fans, and roof top equipment), will be properly prepared and painted with aluminum paint.

- vi. Exterior metals previously painted, will be properly prepared, primed as required and have a finish coat or high gloss latex paint applied.
- vii. Exterior wood previously painted, will be properly prepared, primed as required and have a finish coat of oil or exterior latex premium house and trim paint applied.

b. Interior

- i. Apply two coats of paint on walls to be painted. The first coat will be an approved undercoat, if needed, tinted to match the finish coat. The finish coat will be the best grade of latex paint as specified.
- ii. All walls will be painted with the colors as selected by the Contract Administrator.
- iii. All metal windows and metal bathroom partitions will have one coat of metal primer and one coat of the best grade of semi-gloss urethane paint as specified.
- iv. Some interior painting may need to be done by spraying. Example; gym ceilings, shower rooms, metal lockers (electrostatic), etc. The vendor will obtain the Contract Administrator's approval prior to any spraying.

36. WORKING, RE-INSTALLATION AND DAILY CLEANING

- a. At the end of each working day and before leaving the site, the vendor will reinstall all removed items to their original place in the room so the classroom or area is ready for use the following day.
- b. Each day at the completion of work, the Award Bidder will remove from the building all surplus painting materials and all debris created. The vendor will clean off all paint spots or laps on glass or other surfaces adjacent to the painting work, whether, caused in this or previous work and leave this part of the work in a clean and finished condition.
- c. The vendor will be given a designated clean-up space. No other area/space should be used for clean-up. Under no circumstances are paint, paint products, varnish, etc to be flushed down storm or sewage drains
- d. Paint pots will not be cleaned at sinks or other drainage facilities (nor will debris be allowed to run into drainage lines) of the building as is stated above.

37. TOUCH UP

- a. Upon completion of other phases of the work, all painted and finished work will be touched up and restored where damaged or defaced. The entire work will be left free from blemishes and in perfect condition to the satisfaction of the coordinator.
- b. The vendor will furnish the Contract Administrator with a report of the particular coat applied when completed for inspection and approved to comply with the above.

38. WORK SAFETY AND PERFORMANCE

All work will be done in a safe manner and comply with all governing regulations concerning safety. This will include, but is not limited to OSHA and MOSHA, etc. All work to conform to the Frederick County Building Code, latest edition, and amendments in all respects and all other applicable codes.

- a. Use of scaffolding/ladders/scissor jacks will be in accordance with OSHA & MOSHA requirements.
- b. All existing mechanical and electrical systems and mechanisms within that area of the work will not be disturbed by the vendor. All switchboard and junction boxes must be adequately protected.
- c. Adequate natural ventilation will be provided for the proper drying of the materials applied. Adequate fire and other damage protection on the job will be solely the vendor's responsibility.
- d. The vendor will have an on-site supervisor on the premises during all work who will be fully empowered to act on his behalf in his absence.

39. FIRE PRECAUTION

- a. The awarded bidder(s) will keep all volatile materials in tightly sealed metal containers. At the end of the work day all drop cloths, wiping cloths, oil rags, blow torches, etc. will be placed in covered metal containers for safekeeping.
- b. All empty cans and other, debris caused by vendor work will be promptly removed from the job site.
- c. A suitable room on the premises will be assigned to the vendor in which they will store all their tools and materials. The floor, and walls, will be properly, protected with drop cloths, etc. All approved regulations and precautions to prevent fire will be followed. Inflammable materials will not be stored in or about the building.
- d. Copies of the Material Safety Data Sheets (MSDS) must be forwarded to the FCPS representative prior to beginning any work. The vendor's on-site supervisor should have a copy, in his possession at all times on the job-site

**FREDERICK COUNTY PUBLIC SCHOOLS
COST PROPOSAL
ON CALL PAINTING SERVICES**

Work Classification

Hourly Rates

Crew Chief	\$ _____/hour
Painter	\$ _____/hour
Helper	\$ _____/hour
Carpenter (This item will be used to address non-typical repairs that exceed minor repairs typically performed when preparing to paint)	\$ _____/hour

Materials

Materials Mark-Up _____%

Notes:

1. Hourly rates are inclusive of overhead, profit, administrative fees, direct and indirect costs. (Except for those identified as reimbursables above.)
2. Hourly rates will represent work performed Monday through Friday, 6:30 a.m. until 6:00 p.m.

BID 17M9, ON CALL PAINT SERVICES
SIGNATURE ACKNOWLEDGMENT PAGE

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	_____



**CONTRACTOR'S QUESTIONNAIRE
 BID 17M9, ON CALL PAINT SERVICES**

COMPANY PROFILE:

Company Name: _____ DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Website Address: _____

Name and Telephone Number of Owner/President/CEO:

Other Contacts (Name, Title & Telephone Number):

Has your company ever operated under another name? If yes, list the previous name(s).

Is or has your company ever been debarred from any federal/state/city/county governments or any school districts? If yes, please list.

GENERAL INFORMATION:

1. How long has your company been in business?
2. Are you a member of any national or local painting contractors' associations?
3. What percentage of work performed by your company has been commercial?
4. Please list any specialized equipment that your company owns that would not need to be rented during a project.
5. Do you use subcontractors?

If so, please list: _____

#4 Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Name of Contact: _____ Title: _____
Email Address: _____ Phone: _____
Approximate Dollar Value of Work Performed: _____

#5 Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Name of Contact: _____ Title: _____
Email Address: _____ Phone: _____
Approximate Dollar Value of Work Performed: _____

RFP 17M9, ON CALL PAINT SERVICES
FREDERICK COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

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

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

requested to be completed but not required to be notarized.

required to be completed and notarized.

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

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

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

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

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

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

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

(you may attach an explanation 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: _____

RFP 17M9, ON CALL PAINT SERVICES
CERTIFICATION OF COMPLIANCE

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

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

Signature _____ Date _____

Print name and title of signatory _____

Print name of company _____

MD COMAR 21.07.02.10 Performance and Payment Bond

Mandatory provision for all construction contracts exceeding \$100,000:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

Principal

Business Address of Principal

Surety a corporation of the State of _____ and authorized to do business in the State of Maryland.

Bond Number _____ Penal Sum of Bond _____
(expressed in figures)

(expressed in words) Date Bond Executed _____, 20____

The Board of Education of Frederick County
Obligee

191 South East Street, Frederick MD. 21701-5918
Business Address of Obligee

Contract Description: Bid Number _____ Contract Date _____, 20____ Project Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with The Board of Education of Frederick County, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by The Board of Education of Frederick County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1 Principal shall well and truly perform the Contract; and
- 2 Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by The Board of Education of Frederick County to be in default under the Contract, the Surety may, within 15 days after notice of default from The Board of Education of Frederick County, notify The Board of Education of Frederick County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then The Board of Education of Frederick County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or

MD COMAR 21.07.02.10 Performance and Payment Bond

PERFORMANCE BOND CONTINUED

to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal
Witness _____ as to _____ (SEAL)

In Presence of: Co-Partnership Principal
Witness _____ (SEAL)
(Name of Co-Partnership)
_____ as to By: _____(SEAL)
_____ as to _____(SEAL)
_____ as to _____(SEAL)

Attest: Corporate Principal
_____ (Name of Corporation)
_____ as to By: _____(SEAL)
(Corporate Secretary) (President) AFFIX CORPORATE SEAL

MD COMAR 21.07.02.10 Performance and Payment Bond

PERFORMANCE BOND CONTINUED

(Individual or Corporate Surety)

Attest: (SEAL) By: (SEAL)

(Signature) Title

(Bonding Agent's Name) (Name of Surety)

(Agent's Address) (Business Address of Surety)

Approved as to legal form and sufficiency this ___ day of ___, 20___ (Asst. Attorney General)

B. Payments Bond. The required Payments bond shall be in the form specified as follows:

PAYMENT BOND

(Principal) (Business Address of Principal)

Surety ___ a corporation of the State of ___ and authorized to do business in the State of Maryland

OR an individual surety qualified in accordance with State Finance and Procurement Article, § 13-207 or 17-104, Annotated Code of Maryland.

Bond Number ___ Penal Sum of Bond ___ (expressed in figures)

___ Date Bond Executed ___, 20___ (expressed in words)

The Board of Education of Frederick County 191 South East Street, Frederick MD 21701 (Obligee) (Business Address of Obligee)

Contract Description: Bid Number # ___ Contract Date ___, 20___ Project Name: ___

BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

MD COMAR 21.07.02.10 Performance and Payment Bond

PAYMENT BOND CONTINUED

WHEREAS, Principal has entered into or will enter into a contract with The Board of Education of Frederick County, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 17-101et. seq., State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended.
2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date shown above and in the presence of:

MD COMAR 21.07.02.10 Performance and Payment Bond

PAYMENT BOND CONTINUED

Witness

(Individual Principal)

_____ as to

_____ (SEAL)

Witness

(Name of Co-Partnership)

_____ (SEAL)

(Co-Partnership Principal)

_____ as to

By: _____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

_____ (SEAL)

(Corporate Principal)

Attest:

(Name of Corporation)

_____ as to
(Corporate Secretary)

By: _____
(President)

AFFIX
CORPORATE
SEAL

(Individual or Corporate Surety)

Attest: (SEAL)

By: _____ (SEAL)

Signature

Title

Bonding Agent's Name

(Business Address of Surety)

Agent's Address

(Business Address of Surety)

Approved as to legal form and sufficiency this _____ day of _____, 20____

(Asst. Attorney General)