

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



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

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BID NUMBER/BID NAME:	18M6, Unit Price Contract for Bituminous Concrete
BID ISSUE DATE:	September 21, 2017
BID CONTRACT MANAGER:	Bill Meekins CPPB, CSBO, CPCP, Purchasing Agent <a href="mailto:willis.meekins@fcps.org">willis.meekins@fcps.org</a>
BID CONTRACT ADMINISTRATOR:	Gary Barkdoll, FMP, Manager of Maintenance Projects and Grounds in the Maintenance Department, <a href="mailto:gary.barkdoll@fcps.org">gary.barkdoll@fcps.org</a>
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on October 12, 2017. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	11:00 A.M., local time, on October 3, 2017 (Attendance is encouraged, but not mandatory.)
PRE-BID LOCATION:	FCPS Main Lobby 191 South East Street Frederick, MD 21701  (Parking is available at Deck #5 on All Saints Street)
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: <a href="http://www.fcps.org/bidlist">www.fcps.org/bidlist</a> . If you have problems downloading this bid or applicable addenda, contact: <a href="mailto:amy.beall@fcps.org">amy.beall@fcps.org</a>
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on October 17, 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: November 8, 2017
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at <a href="http://www.emarylandmarketplace.com">www.emarylandmarketplace.com</a> . FCPS will no longer accept bidder's applications.

BID 18M6, UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE

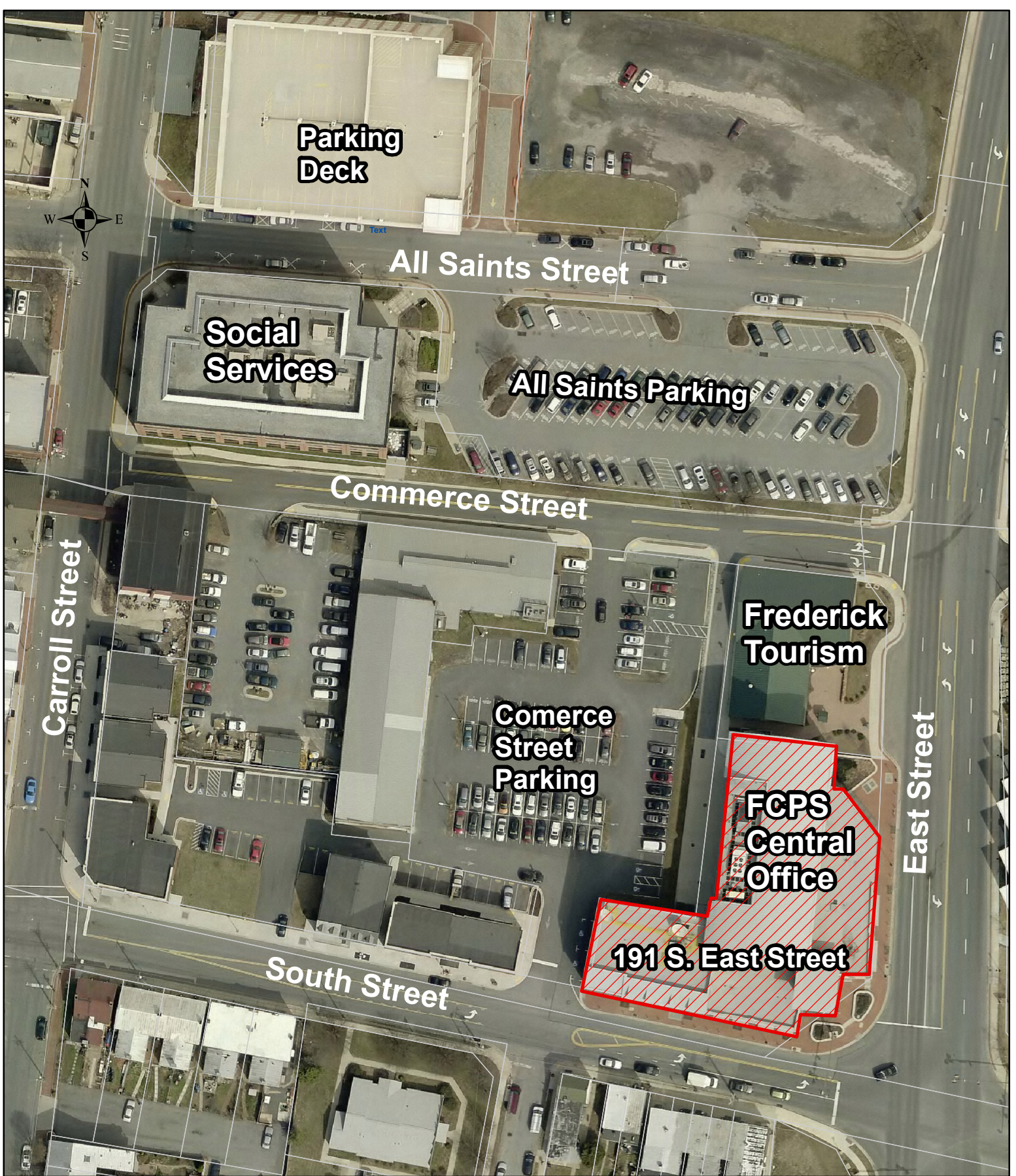
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## Frederick County Public Schools, MD, School Year 2017-18 Calendar

### August 2017

28-31 Mon-Thu Teachers Report to Work: Training and Preparation

### September 2017

01 Fri Teachers Report to Work: Training and Preparation

04 Mon Labor Day: FCPS Closed

05 Tue First Day of School for Students

21 Thu Schools Closed: Fair Day. Rosh Hashanah.

### October 2017

06 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

20 Fri Schools Closed for Students: Teacher Professional Development Day

### November 2017

09 Thu End of Term 1

10 Fri Schools Closed for Students: Teacher Work Day

13 Mon Term 2 Begins

17 Fri Elementary Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; Middle and High Schools Are Full Day

20 Mon Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High School Is Full Day

21 Tue Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High School Is Full Day

22 Wed Schools Closed: Thanksgiving Break

23-24 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

### December 2017

15 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

25-29 Mon-Fri Schools Closed: Winter Break

### January 2018

01 Mon Schools Closed: New Year's Day

15 Mon Schools Closed: Dr. Martin Luther King Jr. Day

26 Fri 2-Hour Early Dismissal for Students: Teacher Work Day, End of First Semester and Term 2

29 Mon Schools Closed for Students: Teacher Work Day

30 Tue Second Semester and Term 3 Begin

### February 2018

16 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

19 Mon Schools Closed: Presidents' Day

### March 2018

02 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

30 Fri Schools Closed: Good Friday

### April 2018

02 Mon Schools Closed: Easter Monday

09 Mon End of Term 3

10 Tue Schools Closed for Students: Teacher Work Day

11 Wed Term 4 Begins

### May 2018

11 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

28 Mon Schools Closed: Memorial Day

### June 2018

15\* Fri 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session

18\* Mon Last Day of School for Teachers

\*Includes 5 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. The 2-hour early dismissal will occur on the last day of school for students.

# 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. **Butterfly Ridge**  
Dr. Patricia Hosfelt, Principal  
Opening 2018-2019 School Year
4. **Carroll Manor ♦♦** **240-236-3800**  
Ms. Kimberly Huffer, Principal  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801
5. **Centerville** **240-566-0100**  
Ms. Tracy Hilliard, Principal  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101
6. **Deer Crossing ♦** **240-236-5900**  
Ms. Heather Michael, Principal  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901
7. **Emmitsburg \*** **240-236-1750**  
Ms. Mary Ann Wiles, Principal  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751
8. **Glade ♦♦** **240-236-2100**  
Mr. Lorcán ÓhEithir, Principal  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101
9. **Green Valley** **240-236-3400**  
Ms. Leigh Warren, Principal  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401
10. **Hillcrest \*\*** **240-236-3200**  
Ms. Kimberly Seiss, Co-Principal  
Mr. Karl Williams, Co-Principal  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201
11. **Kemptown** **240-236-3500**  
Ms. Elizabeth Worch, Principal  
3456 Kemptown Church Road  
Monrovia, MD 21770  
Fax 240-236-3501
12. **Lewistown** **240-236-3750**  
Ms. Dana Austin, Principal  
11119 Hessong Bridge Road  
Thurmont, MD 21788  
Fax 240-236-3751
13. **Liberty** **240-236-1800**  
Mr. Todd Shaffer, Principal  
11820 Liberty Road  
Frederick, MD 21701  
Fax 240-236-1801
14. **Lincoln ♦♦♦** **240-236-2650**  
Ms. Kathryn Golightly, Principal  
200 Madison Street  
Frederick, MD 21701  
Fax 240-236-2651
15. **Middletown** **240-236-1100**  
Grades 3-5  
Mr. Randy Perrell, Principal  
201 East Green Street  
Middletown, MD 21769  
Fax 240-236-1150
16. **Middletown Primary ♦♦** **240-566-0200**  
Grades Pre-K-2  
Ms. Karen Hopson, Principal  
403 Franklin Street  
Middletown, MD 21769  
Fax 240-566-0201
17. **Monocacy \*\*** **240-236-1400**  
Mr. Troy Barnes, Principal  
7421 Hayward Road  
Frederick, MD 21702  
Fax 240-236-1401
18. **Myersville** **240-236-1900**  
Ms. Kathy Swire, Principal  
429 Main Street  
Myersville, MD 21773  
Fax 240-236-1901
19. **New Market \*** **240-236-1300**  
Mr. Jason Bowser, Principal  
93 West Main Street  
New Market, MD 21774  
Fax 240-236-1301

20. **New Midway-Woodsboro**  
Dr. 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
21. **North Frederick \*\*** **240-236-2000**  
Ms. DeVeda Coley, Principal  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001
22. **Oakdale ♦♦** **240-236-3300**  
Ms. Kimberly Clifford, Principal  
5830 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-3301
23. **Orchard Grove ♦♦** **240-236-2400**  
Ms. Shirley Olsen, Principal  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401
24. **Parkway** **240-236-2600**  
Ms. Stephanie Brown, Principal  
300 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-2601
25. **Sabillasville** **240-236-6000**  
Ms. Kate Krietz, Principal  
16210-B Sabillasville Road  
Sabillasville, MD 21780  
Fax 240-236-6001
26. **Spring Ridge ♦♦** **240-236-1600**  
Ms. Pattie Barnes, Principal  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601
27. **Thurmont** **240-236-0900**  
Grades 3-5  
Ms. Christina McKeever, Principal  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901
28. **Thurmont Primary ♦♦** **240-236-2800**  
Grades Pre-K-2  
Ms. Karen Locke, Principal  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801

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

## MIDDLE

38. **Ballenger Creek** **240-236-5700**  
Ms. Jeneen Stewart, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
39. **Brunswick** **240-236-5400**  
Mr. Jay Schill, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401

## HIGH

51. **Brunswick** **240-236-8600**  
Mr. Michael Dillman, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
52. **Catoctin** **240-236-8100**  
Mr. Bernard Quesada, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
53. **Frederick** **240-236-7000**  
Ms. Kathy Campagnoli, Principal  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
54. **Governor Thomas Johnson** **240-236-8200**  
Dr. Dan Lippy, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
55. **Linganore** **240-566-9700**  
Ms. Nancy Doll, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
56. **Middletown** **240-236-7400**  
Ms. Lee Jeffrey, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
57. **Oakdale** **240-566-9400**  
Ms. Donna Clabaugh, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
58. **Tuscarora** **240-236-6400**  
Mr. Andrew Kibler, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401
59. **Urbana** **240-236-7600**  
Mr. David Franceschina, Acting Principal  
1st Semester  
Mr. David Kehne, Principal  
2nd Semester  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
60. **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
- ★ STAR Schools

FINDOUTFIRST EMAIL AND TEXTING: [WWW.FCPS.ORG/FOF](http://WWW.FCPS.ORG/FOF)

## Middle (continued)

40. **Crestwood** 240-566-9000  
TBD, Principal  
7100 Foxcroft Drive  
Frederick, MD 21703  
Fax 240-566-9001
41. **Governor Thomas Johnson** 240-236-4900  
Mr. Neal Case, Principal  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901
42. **Middletown** 240-236-4200  
Mr. Everett Warren, Principal  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250
43. **Monacacy** 240-236-4700  
Dr. Stephanie Ware, Principal  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701
44. **New Market** 240-236-4600  
Ms. T.C. Suter, Principal  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650
45. **Oakdale** 240-236-5500  
Ms. Mita Badshah, Principal  
5810 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-5501
46. **Thurmont** 240-236-5100  
Mr. Daniel Enck, Principal  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101
47. **Urbana** 240-566-9200  
Mr. Peter Daddone, Principal  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201
48. **Walkersville** 240-236-4400  
Ms. Stacey Hiltner, Principal  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401
49. **West Frederick** 240-236-4000  
Mr. Frank Vetter, Principal  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050
50. **Windsor Knolls** 240-236-5000  
Mr. Brian Vasquez, Principal  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001

## OTHER

61. **Career and Technology Center** 240-236-8500  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
62. **Carroll Creek Montessori Public Charter School \*** 301-663-7970  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 301-663-6107
63. **Frederick Classical Charter School** 240-236-1200  
Ms. Erica Cummins, Principal  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201
64. **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
65. **Heather Ridge** 240-236-8000  
Ms. Denise Flora, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
66. **Monacacy Valley Montessori Public Charter School \*** 301-668-5013  
Ms. Nancy Radkiewicz, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 301-668-5015
67. **Rock Creek School** 240-236-8700  
Ms. Mary Malone, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

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

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**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](http://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](http://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](http://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](mailto:accounts.payable@FCPS.org) or in duplicate to:

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

- b. Invoices and packing slips must contain the following information:
  - i. Bid Number
  - ii. Purchase Order Number
  - iii. Item Number (if applicable)
  - iv. Quantity (if applicable)
  - v. Brief Description of Item or Work Performed
  - vi. Unit Price Bid/Partial Payment Amount
  - vii. Extended Total for Each Item
  - viii. Grand Total
  - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

## **27. COMPLIANCE WITH SPECIFICATIONS**

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

## **28. LIQUIDATED DAMAGES**

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

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

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

## **29. SAFETY REQUIREMENTS**

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



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

### **30. LAWS AND REGULATIONS**

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

### **31. PATENTS**

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

### **32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

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

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

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.

- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

#### **34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

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

#### **35. WEAPON POSSESSION ON SCHOOL PROPERTY**

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

#### **36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

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

#### **37. ILLEGAL IMMIGRANT LABOR**

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

### **38. STUDENT/STAFF CONFIDENTIALITY**

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

### **39. PUBLIC INFORMATION ACT NOTICE**

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

### **40. FORCE MAJEURE**

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

### **41. ETHICS POLICY**

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

### **42. NON-COLLUSION**

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

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

#### **43. CONFLICT OF INTEREST**

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

#### **44. EMARYLANDMARKETPLACE REGISTRATION**

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



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

**1. SCOPE**

This solicitation is to establish a contract for the repair, removal, and/or installation of bituminous concrete throughout the FCPS system. The contract is used for small projects, primarily less than \$25,000, to furnish labor, materials, equipment, and incidentals necessary to fulfill the above services.

**2. CONTRACT PERIOD**

The initial term of the contract will be effective from November 1, 2017 through October 31, 2019 with two additional two-year renewal options available. Contract renewal shall be invoked at the sole discretion of FCPS. Upon submission of the bid, the vendor consents to the possibility of a contract renewal as a condition of award.

**3. PRICING**

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

**4. CONTRACT TERMS**

- a. All work shall be scheduled with the school principal and the Maintenance Department so that it does not interfere with school activities.
- b. Damage to the existing facilities, including, but not limited to, buildings, parking lots, sidewalks, playground equipment, turf or landscaping, etc., as a result of this work are the responsibility of the Contractor. Any existing damage to the above mentioned items or other school system property is to be brought to the attention of the FCPS inspector prior to the commencement of work.
- c. All job instructions are to come from the contract administrator, or their designee, and not school staff.
- d. FCPS will be in possession of all applicable, approved shop drawings, submittals, or samples prior to work.
- e. Applicable Codes and Standards: Unless stated otherwise, the currently adopted codes by the

enforcing authorities shall govern:

- i. NFPA Codes
  - ii. BOCA Building Code
  - iii. Local Codes
  - iv. Requirements of the Fire Marshal
  - v. Maryland Building code for the Handicapped
  - vi. ANSI A117.1 – 1980
- f. Contractor is responsible for providing barricades, as necessary, for safety during the execution of work.

## **5. PRICING CONSIDERATIONS**

- a. Quantities to be purchased during the contract period are unknown. Pricing is to be stated in terms of a cost per unit of labor and/or materials as described. Failure to bid every line item or to provide pricing for the exact description may result in rejection of the bid.
- b. For a given project, the appropriate units of labor and/or materials from this bid and the estimated quantity of each will be identified by the contractor in cooperation and consultation with the contract administrator or their designee. Pricing for units of labor and/or equipment, which are not specifically listed herein, will be subject to price negotiation.
- c. The minimum order for services is \$500 per site.
- d. For large projects, \$25,000 or greater, FCPS retains the right to procure the work under separate contract.

## **6. BIDS FOR ALL OR PART**

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

## **7. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or 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. The Technical and Cost proposals will be submitted in separate envelopes.
- c. Technical Proposal:
  - i. Submit one original Technical Proposal in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
  - ii. The Technical Proposal will include the following forms completed:
    - Signature Page
    - Statutory Affidavit and Non-Collusion Certification
    - Certification of Compliance
    - Questionnaire
    - Supporting documents

d. Cost Proposal:

- i. Submit one original Cost Proposal in a sealed envelope, properly labeled on the outside with the bidder's name and "COST PROPOSAL".
- ii. The Cost Proposal will include the following form(s) completed:
  - Form of Proposal Part 2—Pricing
- iii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Form of Proposal Part 2.

**8. EVALUATION CRITERIA AND AWARD**

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. The process for determining which vendor(s) to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.
- c. 50 points will be assigned for the technical proposal and will be assigned as follows:
- d. Based on the information obtained via the evaluation, a supplier is scored and is either approved or not approved as one from whom to procure materials or services. There may be an approved supplier list to which a qualified supplier is then added.
- e. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
- f. If not approved, the supplier will not be considered further in price evaluations.
- g. If approved, cost proposals will be evaluated on a weighted basis. 50 total points will be awarded with the maximum points given for the lowest overall calculated costs.
- h. Final ranking will be made on the basis of the criteria and rubric listed above.

**9. VENDOR PERFORMANCE EVALUATION**

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
  - i. Delivery
  - ii. Response time
  - iii. Backorders
  - iv. Quality of deliverables
  - v. Invoicing
  - vi. Sales data (Contract data, non-contract data)
  - vii. Financial

- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

## **10. ORDERING PROCEDURE**

- a. The Project Manager will notify the contractor. The contractor shall respond within 48 hours by calling the Maintenance Department and scheduling an appointment to visit the work site with FCPS staff. During the visit, staff will define the scope of work, schedule for starting and finishing the project, estimated quantities of work units, applicable unit prices, and the estimated total cost of the project. The contractor is responsible for his own measurements. The Maintenance Department will furnish plans showing locations of repairs. An official purchase order would then be issued. 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 contractor shall notify the Project Manager 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 contractor and the Project Manager shall jointly inspect the completed work. FCPS staff will note any problems or issues regarding materials or workmanship with the contractor.

## **11. PAYMENT TERMS**

For small projects, \$25,000 and less, payment will be authorized for 100% of the project total after final inspection and approval of the work. For larger projects, over \$25,000, a partial payment covering materials received at the job site may be authorized in advance of final completion.

## **12. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED**

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

## **13. BID BOND**

- a. Bid bonds are not required. At the discretion of the Contract Administrator and the Purchasing Manager, FCPS may require a performance bond covering 100% of the contract amount for a specific project. If required, FCPS would reimburse the contractor up to 2% of the contract amount to offset the cost of obtaining the bond.

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

#### **14. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten 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 Government, 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.

## **15. 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.

## **16. 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.

## **17. 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.

## **18. SHOP DRAWINGS**

The vendor will verify all field measurements and will submit shop drawings and schedules, as required, for the work of various trades. FCPS shall review these documents only for conformance with the design concept of the project and compliance with the information given in the contract documents. The vendor will make any corrections required by FCPS, file with them two corrected copies and furnish such other copies as may be needed. FCPS' review of such documents shall not relieve the vendor of the responsibility for deviations from drawings or specifications, unless they have called FCPS' attention to such deviations, in writing, at the time of submission, and secured their written approval.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

**BID 18M6**  
**UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE**

**STANDARD SPECIFICATIONS**

**I. Special Conditions**

- A. Special conditions take precedence over general conditions and supplementary conditions.
- B. The Contractor will provide all labor, material, equipment and incidentals necessary and required for the completion of the work described.
- C. Bituminous concrete pavement will consist of aggregates and asphalt mixed and constructed in accordance with these specifications and Maryland Department of Transportation State Highway Administration Standard Specifications for Construction Materials dated July 2008 and all addenda, and placed on the depth, grade and cross section on the plans.
- D. Materials will conform to section 900 of the Maryland Department of Transportation State Highway Administration Standard Specifications for Construction Materials dated July 2008 and all addenda.
- E. Installation will be in accordance with attached sketch dated August 2002.
- F. Contractor required to notify the Maintenance Department to request inspections as follows:
  - 1. Pre-construction inspection of the work site before each order for work is placed. This inspection is to identify any existing damage to the adjacent sidewalks, shrubbery, parking lots, etc., prior to commencement of work and to finalize details of job. Agree to units, schedule and completion date.
  - 2. After excavation and prior to placing stone.
  - 3. After installation and compaction of stone.
  - 4. At completion of base course.
  - 5. At completion of topping.
  - 6. At completion of entire project.
- G. Contractor to notify the Facilities Services, Maintenance Department at least 24 hours prior to each inspection, (301) 644-5160.
- H. Failure to have required inspections at the stipulated intervals will necessitate the removal of installed materials, at contractor's sole expense, to allow for inspection.
- I. Unless otherwise noted, all work done under this specification will finish with edges at clean square right angles to adjoining with and/or surfaces and corners at clean square right angles.

**II. Construction**

**A. Weather Restrictions**

- 1. Bituminous concrete will not be placed when the temperature of the surface upon which the bituminous concrete is to be placed is below 60 F (16 C) for plant mixed seal; 40 F (4 C) for

courses having nominal depths of less than 1 ½" (40 mm); or 32 F (0 C) for any other course. If contractor requests an exception and exception is granted by inspector, exception will be placed at sole risk of Contractor.

#### B. Preparation

1. After ensuring that the sub-base (earth or CR-6) has been compacted and properly prepared to line and grade, it will be ready for asphalt base course. Compaction will be accomplished by using a minimum 5 ton motorized roller. Compaction tests will be performed by an engineering firm employed by the Frederick County Public Schools.
2. The surface of the existing paving will be clean and dry. All excess crack filling or patch material will be removed.
3. Tack Coat – Tack coat will be applied where and as directed by the Engineer and/or FCPS inspector so that resulting coating will be residual asphalt uniformly spread between .01 and .05 gal/yd (0.05 and .023 l/m) of surface area. Due regard must be observed for the safety and convenience of the public in the application and maintenance of tack coat. Where conditions permit, hauling trucks will not track tack coat on newly completed surface courses.
4. Mix Temperature – The temperature of the mixture will not be less than 225 F (107 C) at the time of placement. Proper gauging instruments will be made accessible to the FCPS inspectors by the Contractor for the purpose of monitoring mix temperature. Mixtures not meeting the required temperature will not be approved for placement and will be replaced with a mixture of proper temperature at the contractor's expense.

#### C. Pavers

1. Unless otherwise permitted by the FCPS inspector, mixtures will be spread by means of a mechanical self-powered paver capable of spreading the mixture true to line, grade and crown set by the plans.
2. Bituminous pavers will be self-contained, power-propelled units, provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mixed material applicable to the specified typical section and thickness shown on the plans.
3. The paver will be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper will be equipped with a distribution system to place the mixture uniformly in front of the screed.

#### D. Screeding

1. The screed or strike-off assembly will effectively produce a finished surface of the required evenness and texture without tearing, showing, or gouging the mixture.
2. When laying mixtures, the paver will be capable of being operated at forward speeds consistent with satisfactory laying of the mixture.

#### E. Joints

1. Longitudinal and transverse joints will be made in a careful manner. Well bonded and sealed joints are required. If necessary, in order to obtain this result, joints will be painted with asphalt. Both longitudinal and transverse joints in successive courses will be staggered so as not to be one above the other. Longitudinal joints will be staggered a minimum of 6 inches (150 mm).

2. Joints between successive days' work will be carefully made in such a manner as to insure a thorough and continuous bond between the old and new surfaces. In the case of surface course, the edge of the old surface course will be cut back for its full depth so as to expose a fresh surface. If necessary to obtain a bonded joint, the surface will be painted with hot asphalt, after which the hot surface mixture will be placed in contact with it and raked to a proper depth and grade. Before placing the mixture against them, all contact surfaces of curbs, gutters, headers, manholes, etc., will be painted with a thin uniform coating of hot asphalt cement dissolved in naphtha.
3. In making the joint along any adjoining edge, such as curb, gutter or an adjoining pavement and after the hot mixture is placed by the finishing machine, just enough of the hot mixture will be carried back to fill any space left open. This joint will be properly set up with the back of a rake at proper height and level to receive the maximum compaction under rolling.

#### F. Screeded Surface

1. Immediately after any course is screeded and before roller compaction is started, the surface will be checked, any inequalities adjusted, all fat, sandy accumulation from the screed will be removed and replaced with satisfactory material. Irregularities in alignment and grade along the outside edge will also be corrected by the addition or removal of mixture before the edge is rolled. Porous or honeycombed spots will be corrected. Broadcasting of loose mixture over the new surface will not be permitted.
2. Mixtures may be spread by hand only at such locations as are inaccessible to machine spreading. They will then be handled and spread by means of shovels and rakes. Mixtures will not be applied faster than they can be properly handled and spread.

#### G. Raking

1. The raking will be carefully and skillfully done so that after the first passage of the roller over the raked mixture a minimum amount of back patching will be required. The surface course mixture, after spreading and raking, will be carefully luted from the sides before compaction. The width of the lute will not be less than 2 ft. (0.6 m) and the handle will be sufficiently long to reach from the edge to midway of the width under construction.

#### H. Delivery and Placement

1. Delivery and placement of mixtures will be as a continuous as possible to keep time between loads at a minimum. Plant production, transporting and placement of the mix will be closely coordinated. The roller will pass over the unprotected edge of the freshly laid mixtures only when the laying of this course is to be discontinued for a length of time as to permit the mixture to become chilled.

#### I. Manholes, Valve Boxes, Inlets, Etc.

1. Manholes, valve boxes, inlets and other structures within the area to be surfaced will be raised and adjusted to grade prior to placing of surface course.

#### J. Compaction

1. Rollers used for compaction will be a minimum of 5 tons, self-propelled, reversible and in good condition. They will be equipped and operated in such a way as to prevent the picking up of hot mixed material by the tires or roller faces.
2. Steel Wheel Rollers – Steel wheel rollers may be two axle tandem, three axle tandem, three wheeled or vibratory.

#### K. Rolling

1. Rolling will be accomplished by using any of the above types of rollers or combinations of them except that vibratory rollers may not be operated as vibrators on any surface courses if, in the opinion of the Engineer, unsatisfactory surface texture or roughness will result from the use of the vibrator. Any damage through rolling will be corrected at once with rakes and fresh mixture where required. Delays in rolling freshly raked mixture will not be tolerated.
2. Rolling will follow the placement as closely as possible.
3. Successive trips of the roller will overlap by at least one-half of the width of the roller, and alternate trips will not terminate at the same point. In base widening which is too narrow to permit the use of the aforementioned rollers, an approved power driven trench roller will be used. If the trench has to be excavated wider than the proposed with the widening, then an earth berm or shoulder will be formed against the loose bituminous concrete as soon as it is placed. The two materials will be rolled and compacted simultaneously. Rolling will be conducted so that all roller marks are eliminated, and all parts of the pavement will receive substantially equal compaction. Roller faces are to be kept wet during rolling.

#### L. Surface Tolerances

1. After final compaction, the surface of the pavement will be true to the established crown and grade and will be sufficiently smooth so that when tested with a ten foot straightedge placed upon the surface parallel with the center line, the surface will not vary more than 1/8" (3 mm) from a true surface. The transverse slope of the finished surface will be uniform to such a degree that when tested with a ten foot straightedge placed perpendicular to the center line, the surface will not vary greater than 3/16" (5 mm) from true surface. Transverse joints will be checked with a ten foot straightedge immediately after the initial rolling. Should the surface vary more than 1/8" (3 mm) from true, the Contractor will make immediate corrections suitable to the Owner so that the finished joint surface will not vary than 1/8" (3 mm) from a true surface. The material in all other aspects will meet these specifications.
2. The Contractor will have available at all times at the job site an approved 10 ft. (3m) straightedge.

#### M. Traffic

1. No traffic will be permitted on bituminous concrete pavement until it has set sufficiently to prevent marking.

#### N. Curbs, Gutters, etc.

1. Where permanent curbs, gutters, edge and other supports are specified, they will be constructed prior to the placing of the bituminous concrete, which will then be placed and compacted against them.

### III. Demolition

- A. Bituminous concrete to be removed will be saw cut along an established line in a straight even manner with lines at right angles unless otherwise directed by the FCPS inspector.
- B. Replacement will conform to all provisions set forth in this specification.
- C. All bituminous concrete, soil and other material removed will be hauled from the site by the Contractor.

- D. Any adjoining areas damaged in the performance of this work will be restored to original condition as directed by the FCPS inspector.

#### IV. Grading and Seeding

- A. Hand rake all disturbed areas to a depth of 2".
- B. Grade topsoil to the top edge of new pavement per attached drawing. If additional topsoil is needed to finish job, it will be supplied at no additional cost to the FCPS.
  - 1. Additional topsoil beyond that available from stripping operations will be a natural, friable soil representative of productive soils in the vicinity. It will be obtained from well drained offsite borrow areas and will be free of any admixture of subsoil, foreign matter, objects larger than one inch in any dimension, toxic substances, weed seeds, and any material or substance that may be harmful to plant growth.
- C. Seed shall be certified and will be delivered in original sealed packages bearing the products guaranteed analysis for percentages of mixtures and pure live seeds. Seed will comply with the standard of Official Seed Analysis of North America of 85 percent purity, 80 percent germination and 1 percent (maximum) weed seed. Seed mixture will be tall turf fescue.
- D. Mulch will be straw, tacked with asphalt; straw mulch fixed in place with disc land packers or disc harrows; or fiber mulch applied simultaneously with grass seed and fertilizer by the use of hydroseeding machinery. Hay mulch is not permitted.
  - 1. Straw will be stalks from oats, wheat, rye, barley, or rice that are free from noxious weeds, mold or other objectionable material. Straw will be in an air-dry condition and suitable for placing with blower equipment.
  - 2. Asphalt adhesive for application with straw mulch will be cutback asphalt conforming to ASTM D2028, Designation RC-70, or emulsified asphalt conforming to ASTM D977, Grade SS-1.
  - 3. Contractor will provide all equipment to transport water from source to required locations. Contractor will provide initial watering and will continue watering as often as necessary to insure growth.
- E. Any bare areas occurring after seed germination will be re-seeded within six weeks. Seed will be applied at a rate of four pounds per 1,000 square feet. Straw mulch will be applied after re-seeding.



**BID 14M1**  
**UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE**

**SCOPE OF WORK**

**REPAIR TYPE OF SCOPE**

Type A – Potholes

1. General specifications pages 22-26.
2. Cut existing pavement to a depth of 3 inches and remove material.
3. Tack coat all surfaces.
4. Fill hole with surface asphalt and compact.

Type B – Surface

1. General specifications pages 22-26.
2. Cut existing pavement to a depth of 6 inches and remove material.
3. Fill in with 3 inches stone base course.
4. Tack coat all surfaces.
5. Fill in with 3 inches surface asphalt and compact.

Type C – Pavement Reconstruction Using Heavy Duty Pavement

1. General specifications pages 22-26. Detail on page 38.
2. Cut existing pavement and remove material to a depth of 16 inches and remove material.
3. Fill area with 10 inches of base stone and compact.
4. Apply tack coat to all surfaces.
5. Apply 4 inches of compacted base asphalt.
6. Tack coat all surfaces.
7. Apply 2 inches of compacted surface asphalt.

Type D – Pavement Reconstruction Using Light Duty pavement

1. General specifications pages 22-26. Detail on page 37.
2. Cut pavement. Remove all materials and sub-base to a depth of 6 inches.
3. Fill with 3 inches of compacted GAB (Graded Aggregate Base) stone base.
4. Tack coat all surfaces.
5. Apply 3 inches of compacted surface asphalt.

Type E – Hiker Biker Trail Detail

1. General specifications pages 22-26. Detail on page 36.
2. Excavate to a depth of 6 inches
3. Fill area with 3 inches of GAB compacted stone base.
4. Tack coat all surfaces.
5. Apply 3 inches compacted surface asphalt.
6. Finish should be on grade with surrounding areas.

**BID 14M1**  
**UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE**

**SCOPE OF WORK**

**SPECIAL PROVISIONS**  
**SECTION SP-1**

**REPAIR AND ALTERATIONS OF ROADS AND PARKING AREAS**

**SP-1.01 Scope**

The work covered by this section of the specifications consists of furnishing all plant, labor, equipment and materials, and in performing all operations in connection with the repair and alterations of roads and parking areas to include removal of deteriorated sections of pavement and sub-base, where required, replacing sub-base with a coarse aggregate, placing a bituminous concrete base course, Bank P-2, and placing a bituminous concrete surface, Bank PF-1, complete with prime coat, laid to the depth, grade, and cross section as directed by the Supervisor of Maintenance.

**SP-1.02 Applicable Specifications**

The following standards form a part of this specification.

- a. Maryland State Roads Commission – Specifications for Materials, Highways, Bridges and Incidental Structures, 1968.

Article 20.05 – Coarse Aggregate

Article 20.25 – Composition of Bituminous Concrete

Article 33.05 – Prime and Seal Coats for Bituminous Concrete Pavements

Article 33.12 – General Requirements for Bituminous Concrete Pavements

Article 33.14 – Bituminous Concrete Specification B

**SP-1.03 Materials Used Shall Conform to the Following Requirements**

- a. Sub-base shall conform to the Maryland State Roads Commission specifications for coarse aggregate.
- b. Bituminous concrete base and surface course shall meet the Maryland State Roads Commission Requirements for bituminous concrete Specification B.

**SP-1.04 Construction Methods**

- a. Removal of old pavement – The contractor shall remove all the old pavement, where repair is required, including all bituminous and sub-base material unfit for use. The connecting edges shall be cut to as nearly straight and smooth lines with vertical faces as practicable. All of the old broken pavements and unfit bituminous and sub-base material shall be removed from the area without damage to the remaining pavement. All this material removed shall be removed from the school site and disposed of by the contractor.
- b. Excavation and backfill for new payment areas – The existing top soil shall be removed to an area directed by the Project Manager. The amount of excavating and backfill required for the new pavement area shall be as laid out by Frederick County Public Schools personnel, and shall be constructed as called for in the Maryland State Roads specifications. Where borrow is required, it will be furnished by the contractor unless noted.
- c. Subgrade Preparation – This item consists of the dressing, shaping, wetting and compacting, as required, of the subgrades to the full width of the lines, grades and cross-sections. Field compaction for subgrades of asphaltic concrete roadways shall be 95% of the modified AASHO Optimum Density; field compaction for subgrades of gravel roadways and earth shoulders shall be 80% of the modified AASHO Optimum Density. The contractor shall be responsible for performing all density tests.

- d. Placement of Sub-Base – Sub-base material, if required, shall be placed on undisturbed earth or well compacted fill.

#### SP-1.05 Waybills and Delivery Tickets

- a. Copies of waybills or delivery tickets shall be submitted to the Frederick County Public Schools Maintenance Department representative during the progress of the work. Before the final statement is allowed, the Contractor shall file certified waybills and/or certified delivery tickets for all aggregate and bituminous material actually used in the construction covered by the contract.

#### SP-1.06 Method of Measurement

- a. These items shall be measured on the basis of the weight – sub-base materials, bituminous base and bituminous surface course material – furnished, placed, compacted, completed and accepted by the Contracting Officer. Excavation and borrow for new pavement areas – This item shall be measured in cu. yd. at the construction site, including topsoil.

#### SP-1.07 Basis of Payment

- a. The quantity of road and parking area repair and alteration, measured as above, will be paid for at the contract unit price per ton or price per sq. yd. of repair or additional pavement. These prices shall be full compensation for furnishing all materials; for the incidental removal of old pavement, including any base or surfacing materials; for all excavation for repair work; for preparation of the subgrade, including satisfactory compaction; for disposal of all, removed or excess materials; for furnishing, placing, and compacting sub-base materials, prime or tack coats, and base and surface course material; and for furnishing all labor, equipment, tools and incidentals necessary to complete the work.

**BID 14M1**  
**UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE**

**SCOPE OF WORK**  
**SPECIAL PROVISIONS**  
**SECTION SP-3**

**SEALING CRACKS AND JOINTS**

**SP-3.01 Scope**

- a. The work covered in this section of the specifications consists of furnishing all labor, materials, equipment and in performing all work in connection with sealing cracks and crevices in bituminous and concrete pavements as directed by the Maintenance Department representative.

**SP-3.02 Safety**

- a. The contractor shall provide for the protection of all properties, buildings, etc., and personnel working on or about the premises. Any damages resulting directly or indirectly from the crack sealing operation shall be the sole responsibility of the contractor, and all repairs and/or replacements shall be made by, or at the expense of the contractor.

**SP-3.03 Sealing of Cracks and Crevices in Bituminous and Concrete Pavements – Materials**

- a. A bituminous sealing compound shall be used that conforms to Section 20.14-13, Bituminous Sealing Compound, Type 2, Maryland “K”, Maryland State Roads Commission specifications for materials, highways, bridges and incidentals structures, 1962.

**SP-3.04 Construction Methods**

- a. Cracks to be sealed shall be cleaned of all foreign matter by brushing with stiff brush, or air blasting with compressed air. Immediately after cleaning, the cracks and adjacent area shall be filled and sealed with bituminous sealing materials. Care shall be taken to see that the proper amounts of sealing material are used so that bleeding is kept to a minimum.

**SP-3.05 Location of Cracks to be Sealed**

- a. A representative of the Maintenance Department will mark cracks to be sealed.

**SP-3.06 Basis of Payment**

- a. The quantity of cracks sealed will be paid for at the unit price per linear foot of cracks sealed. A representative of the Frederick County Public Schools Maintenance Department along with the Contractor shall keep a running account of the linear feet of cracks sealed.

**2.02 Sealants**

- a. Polyurethane Traffic Grade Sealant (Type A): ASTM C920, Two Part, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, self-leveling type; color as selected; Urexpam NR-200 manufactured by Pecora.

1. Elongation Capability 25 percent
2. Service Temperature Range -40 to 180 degrees F
3. Shore A Hardness Range 20-35

- b. Polyurethane Sealant (Type B): ASTM C920, Grade NS, Class A, chemical curing, non-staining, on-bleeding, capable of continuous water immersion, non-sagging type; color as selected; Dynatrol II manufactured by Pecora.

1. Elongation Capability 50 percent
2. Service Temperature Range -20 to 180 degrees F
3. Shore A Hardness Range 20 to 35

#### 2.04 Joint Devices and Filler Materials

- a. Joint Filler Type A: Flexible foam expansion joint filler complying with ASTM D1752, Sections 5.1 through 5.4; ½ inch thick, equal to Ceramar by W.R. Meadows with water absorption of 0.246% of volume as tested in accordance with ASTM D545.
- b. Construction Joint Devices: Integral; 1/8 inch thick, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge.

## **SECTION 02840 SPEED BUMPS**

Speed bumps shall be 3'0" wide, 2 ½" in height after compaction, and to extend from concrete gutter to concrete gutter. Design of speed bumps to match the attached profiles.

Speed bumps shall be angled as indicated on the plan and as marked on the site. This angle is designed to facilitate the run off of surface water and prevent ponding. The ends are to be turned down at the gutter. Final location to be approved by the Central Maintenance Shops Manager, prior to installation.

Speed bumps shall be constructed of hot mixed asphalt. Contractor to notify the Project Manager at 301-644-5160 at least twenty-four (24) hours prior to installation.

### **TOPICAL INSTALLATION**

Tack coat shall be applied over the existing blacktop prior to installing the speed bumps. Latex tack coat material shall not be acceptable.

### **MILLED INSTALLATION**

Milling depth will be to a depth of 1" recessed for the total length of the speed bump and tack coated.

New asphalt shall be type SN and shall be machine compacted/tamped.

Speed bumps shall be painted with latex yellow traffic paint.

Installation shall be scheduled and coordinated so that it has minimal interference with school activities.

The contractor shall be responsible for any damage to curbs, gutters, adjacent blacktop, and planted areas as a result of this work. The contractor shall notify the Frederick County Public Schools of any existing damage to the above mentioned items or other Board property prior to starting work.

Speed bump installation shall be completed in one day. Painting shall be completed in one day, but the new asphalt shall be left to cure for a period of at least seventy-two (72) hours. Installation and painting schedules will be agreed to after award.

Area shall be left in broom clean condition. All debris created as a result of this work shall be removed by the contractor.

All instructions on the job site will come from the Central Maintenance Shops Manager or his authorized representative and not from the school staff.

**End of Section 02840**

## **LINE MARKING**

The contractor shall provide white, yellow, and blue line markings, crosswalks, directional markings, parking lines, stop lines and curbing painting as requested.

The contractor will furnish pavement marking services as required in conjunction with sealing, slurry mix application, repaving and top coats as required by the project and will coordinate new markings and/or remarkings with the FCPS representative from Facilities Services Division per line items of this bid. The contractor is NOT responsible for design of markings or layout of parking/markings. It is FCPS's responsibility to provide plans, drawings, measurements, and/or layout for the marking.

Requests for marking/remarking will be made prior to any sealing coating or pavement work begins.

Signage, markings, crosswalks, parking spaces, curb painting, etc. will be approved by the Contract Administrator prior to meeting with the vendor. It is the vendor's responsibility to check with the Contract Administrator to be sure the work being requested is approved.

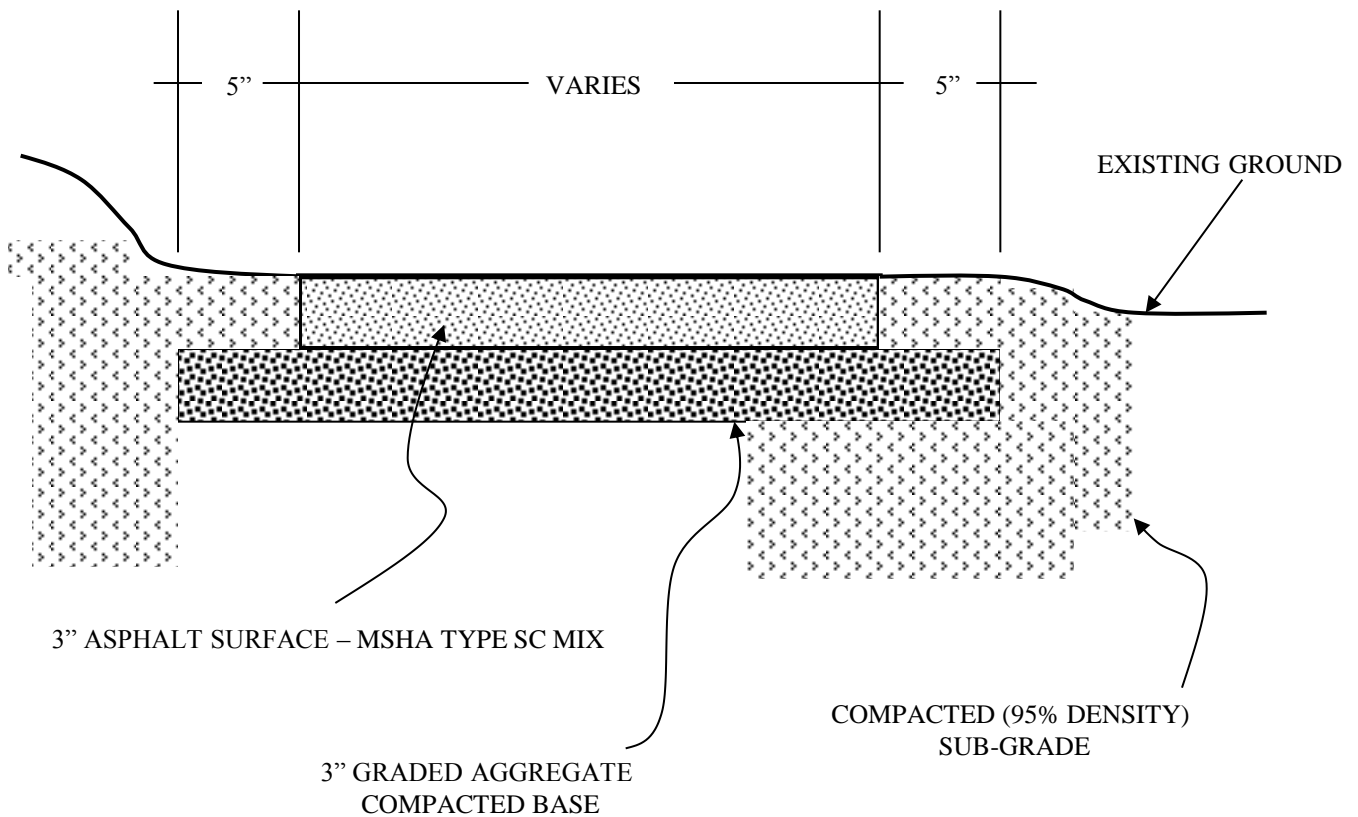
NOTE: No yellow paint shall be applied without written permission from the Director of Maintenance and Operations or the authorized representative Gary Barkdoll, Central Maintenance Shops Manager.

## **MILLING**

Milling shall be done by machine capable of milling greater than 1 inch. Milling will be completed/calculated on the basis of square yards per inch. The amount of removal will be in writing, by a FCPS representative of the Facilities Division in writing.

# Typical Hiker / Biker Trail Section Thru Cut

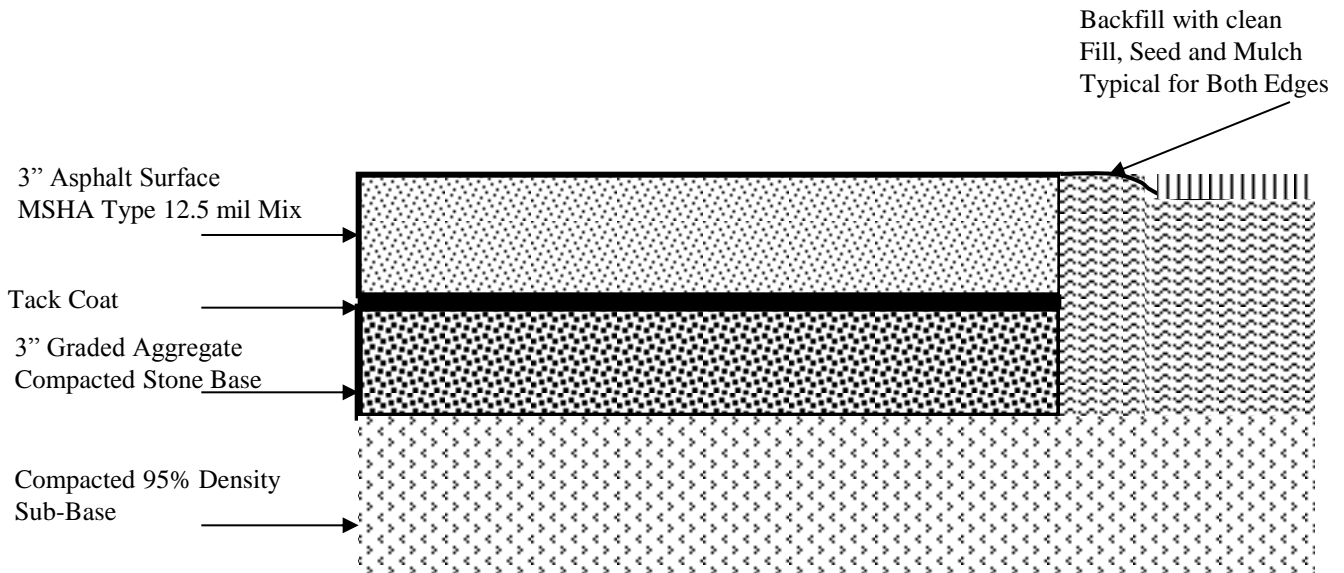
NOT TO SCALE:





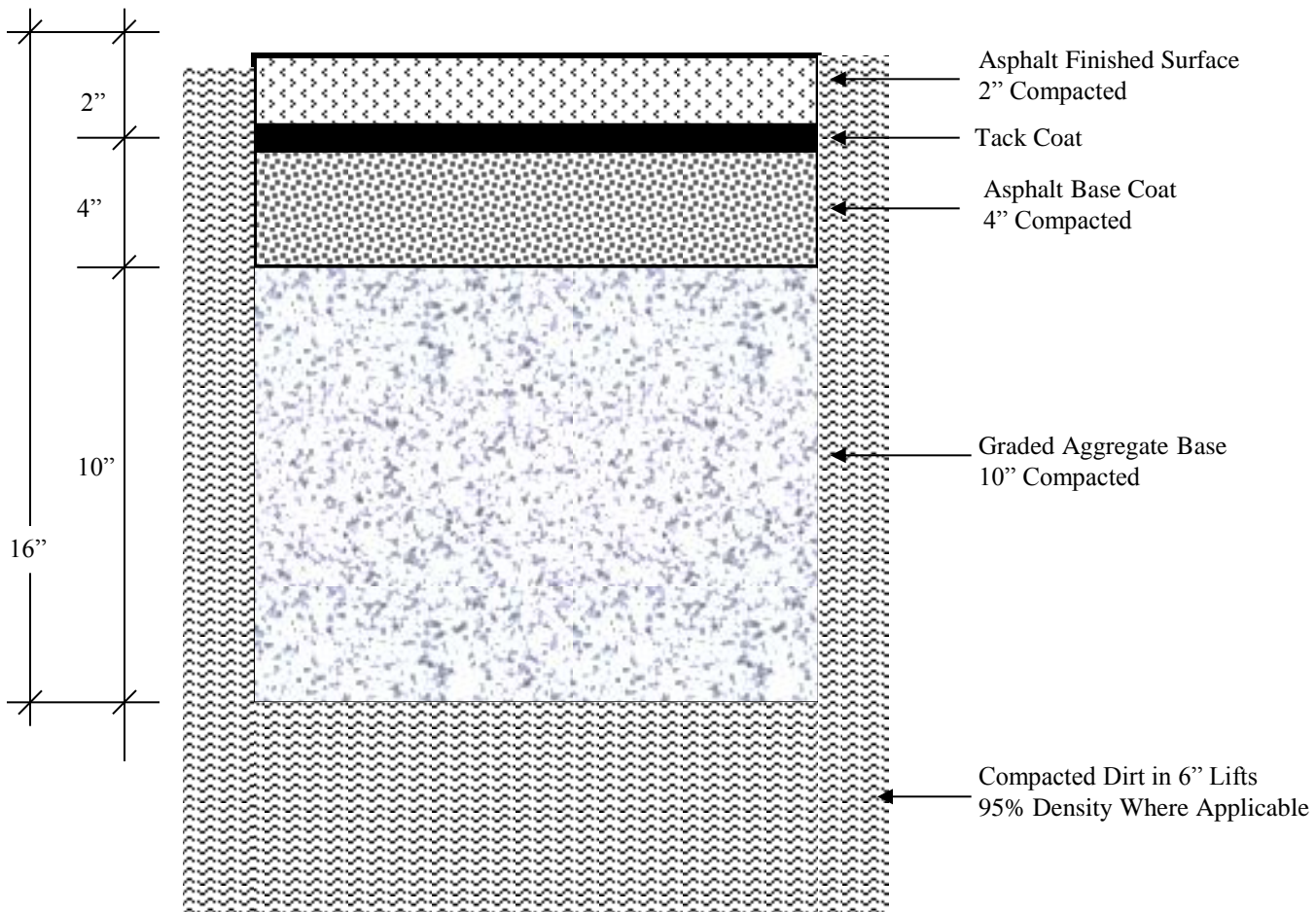
# Typical Light Duty Paving Detail

NOT TO SCALE:



# Pavement Reconstruction Using Heavy Duty Pavement Detail

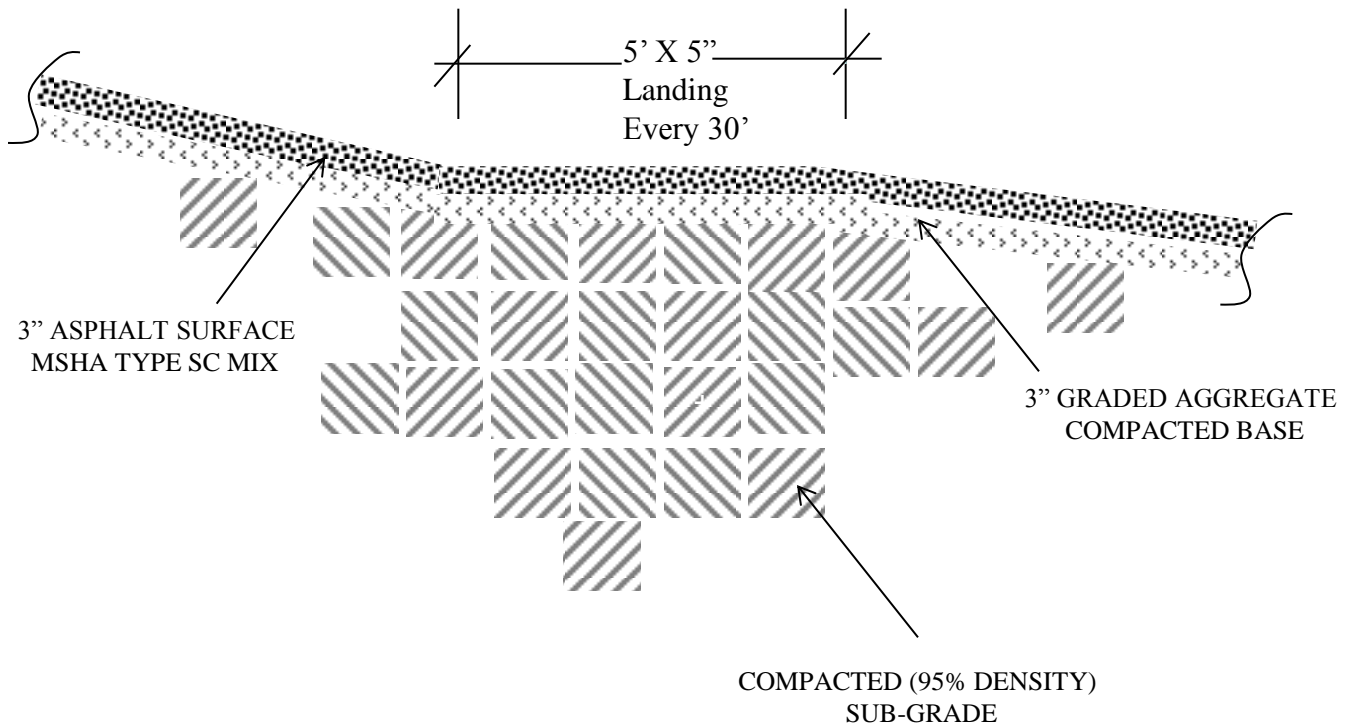
NOT TO SCALE:



# Typical ADA Path Using Hiker / Biker Trail Specs

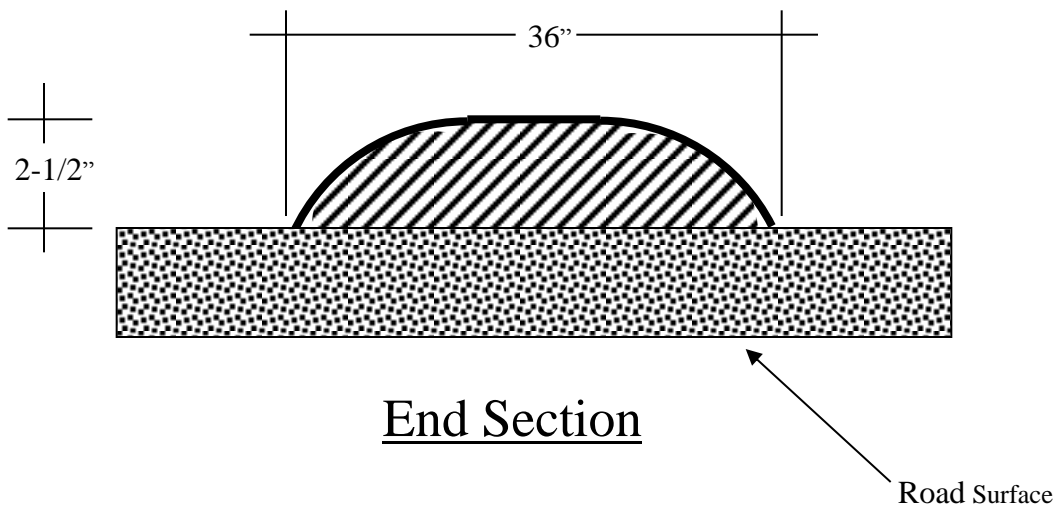
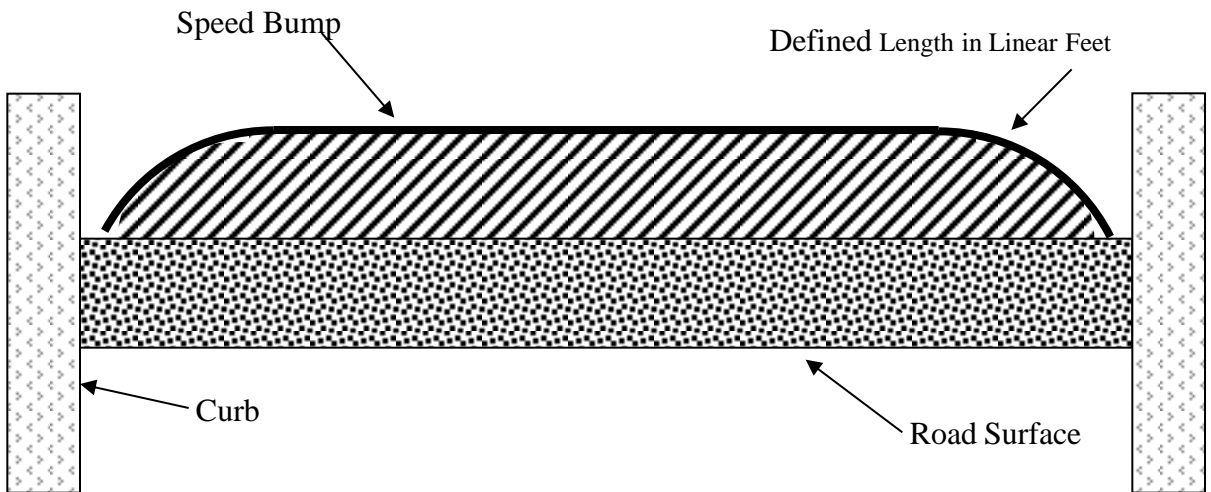
NOT TO SCALE:

**Defined Path Length in Linear Feet  
By 5' Wide**



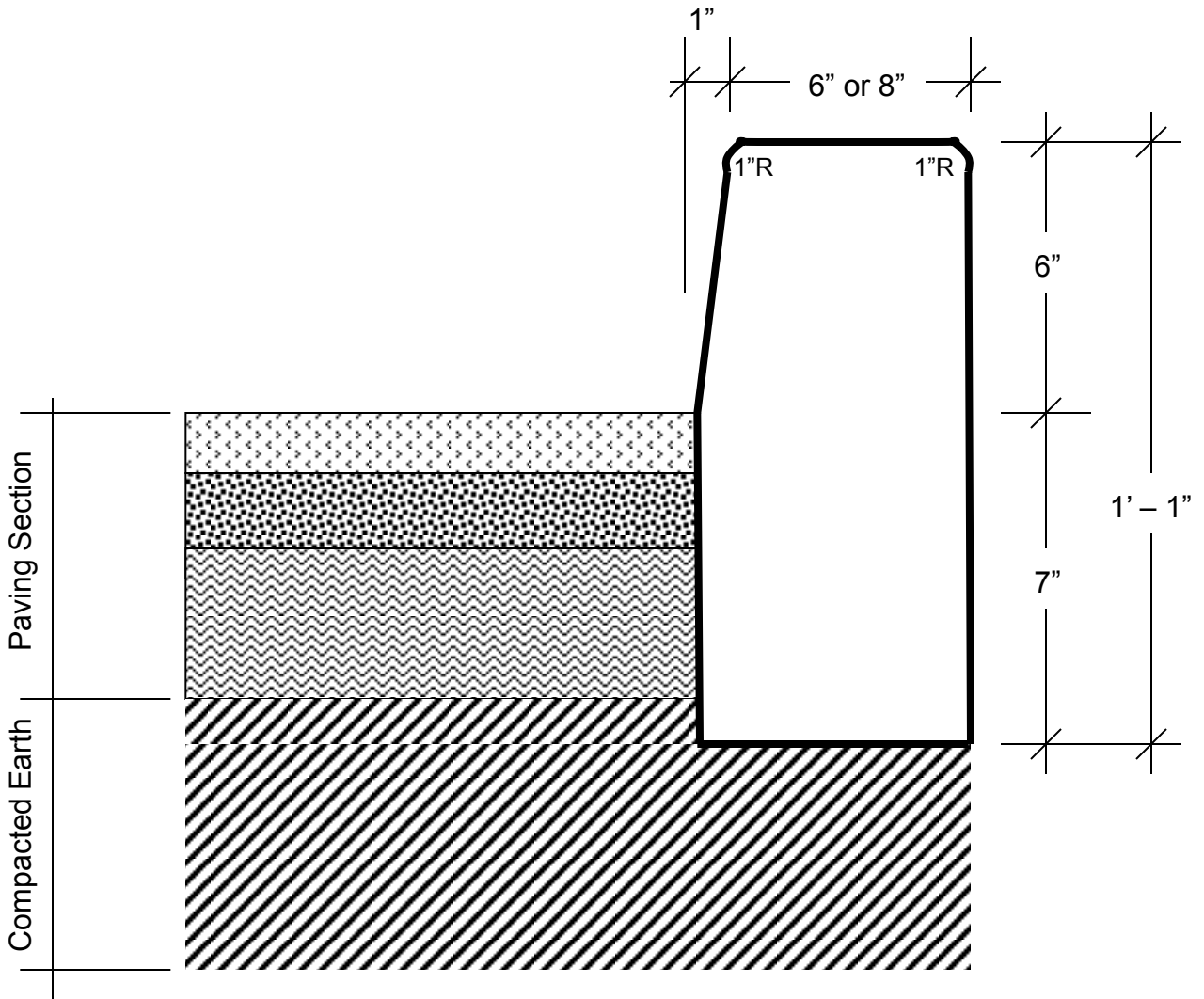
# Speed Bump Detail

NOT TO SCALE:



# Header Curb Detail ( Typical)

NOT TO SCALE



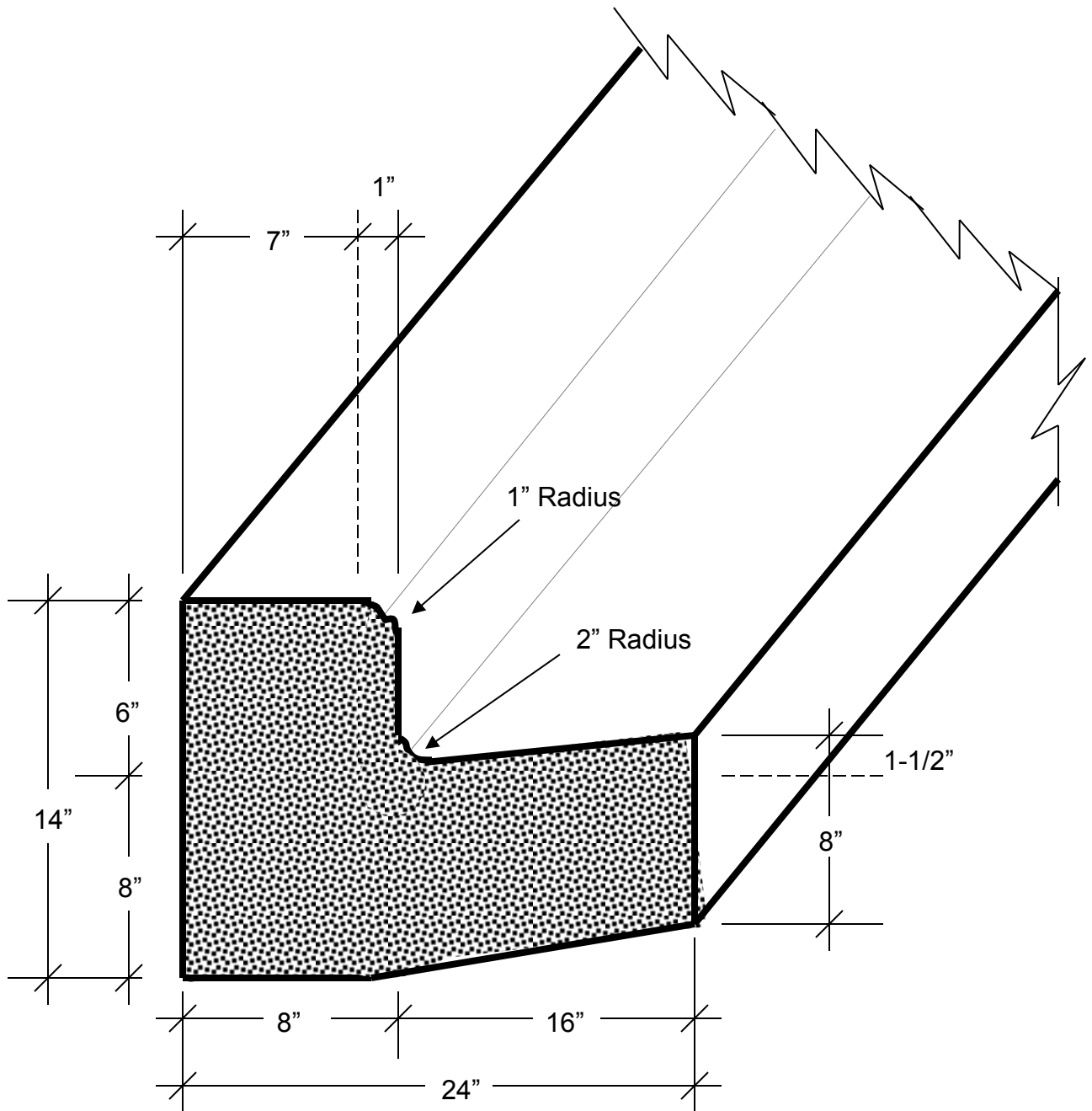
## NOTES:

1. MSHA Mix No. 2 Concrete
2. Steel Trowel and Brush Finish

Aug 12

# Curb and Gutter Detail ( Typical)

NOT TO SCALE



## **NOTES:**

1. MSHA Mix No. 2 Concrete
2. Steel Trowel and Brush Finish

Aug 12

**BID 18M6**  
**UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE**

**FORM OF PROPOSAL**

In compliance with your invitation for bids, the undersigned proposes to provide all labor, materials, equipment and incidentals necessary and required for providing a Unit Price Contract for Bituminous Concrete, in strict accordance with the specifications for the following amounts:

**I. MISCELANEOUS UNIDENTIFIED REPAIRS:**

A.

Type A – Potholes

- |                                      |                                       |   |
|--------------------------------------|---------------------------------------|---|
| 1. \$_____sq. yd.<br>(0-10 sq. yds.) | 2. \$_____sq. yd.<br>(11-40 sq. yds.) | 3. \$_____sq. yd.<br>(41 plus sq. yds.) |
|--------------------------------------|---------------------------------------|---|

Type B – Surface Course

- |  |   |   |   |
|--|---|---|---|
| 1. \$_____sq. yd.<br>(0-10 sq. yds.)   | 2. \$_____sq. yd.<br>(11-40 sq. yds.)   | 3. \$_____sq. yd.<br>(41-75 sq. yds.)   |   |
| 4. \$_____sq. yd.<br>(76-100 sq. yds.) | 5. \$_____sq. yd.<br>(101-150 sq. yds.) | 6. \$_____sq. yd.<br>(151-200 sq. yds.) | 7. \$_____sq. yd.<br>(201-250 sq. yds.) |

Type C – Pavement Reconstruction Using Heavy Duty Pavement

- |  |   |   |   |
|--|---|---|---|
| 1. \$_____sq. yd.<br>(0-10 sq. yds.)   | 2. \$_____sq. yd.<br>(11-40 sq. yds.)   | 3. \$_____sq. yd.<br>(41-75 sq. yds.)   |   |
| 4. \$_____sq. yd.<br>(76-100 sq. yds.) | 5. \$_____sq. yd.<br>(101-150 sq. yds.) | 6. \$_____sq. yd.<br>(151-200 sq. yds.) | 7. \$_____sq. yd.<br>(201-250 sq. yds.) |

Type D – Pavement Reconstruction Using Light Duty Pavement

- |  |   |   |   |
|--|---|---|---|
| 1. \$_____sq. yd.<br>(0-10 sq. yds.)   | 2. \$_____sq. yd.<br>(11-40 sq. yds.)   | 3. \$_____sq. yd.<br>(41-75 sq. yds.)   |   |
| 4. \$_____sq. yd.<br>(76-100 sq. yds.) | 5. \$_____sq. yd.<br>(101-150 sq. yds.) | 6. \$_____sq. yd.<br>(151-200 sq. yds.) | 7. \$_____sq. yd.<br>(201-250 sq. yds.) |

Type E – Hiker Biker

- |  |   |   |   |
|--|---|---|---|
| 1. \$_____sq. yd.<br>(0-10 sq. yds.)   | 2. \$_____sq. yd.<br>(11-40 sq. yds.)   | 3. \$_____sq. yd.<br>(41-75 sq. yds.)   |   |
| 4. \$_____sq. yd.<br>(76-100 sq. yds.) | 5. \$_____sq. yd.<br>(101-150 sq. yds.) | 6. \$_____sq. yd.<br>(151-200 sq. yds.) | 7. \$_____sq. yd.<br>(201-250 sq. yds.) |

8. Type E      ADA Access Path 5' wide      per lineal feet      \$\_\_\_\_\_

9. Type E      ADA Rest Area 5'X5'      each      \$\_\_\_\_\_

Type F – Crack Fill

1. \$\_\_\_\_\_ ln. ft.  
(0-500 ln. ft.)
  2. \$\_\_\_\_\_ ln. ft.  
(500 plus ln. ft.)
- B. Provide all labor, material, equipment and preparation for slurry coal tar overlay applied at indicated thicknesses over bituman surfaces.
1. One coat (approx. ½") sq. yd. \$\_\_\_\_\_
  2. Two coats (approx. 1") sq. yd. \$\_\_\_\_\_ (per coat)
- C. Provide all labor, material, equipment and preparation for coal tar sealer (per coat) to bituman surfaces. Crack seal and repairs not included here, only application of sealer.
1. One coat sq. yd. \$\_\_\_\_\_
  2. Two coats sq. yd. \$\_\_\_\_\_ (per coat)
- D. Provide labor to raise manholes, valve boxes, inlets and other structures.
1. \$\_\_\_\_\_ per man hour (Material costs to be paid utilizing Item O.)
- E. Compacted Finished Asphalt Overlay:
1. 1 ½" per sq. yd.
    - a. \$\_\_\_\_\_ sq. yd.  
(0-50 sq. yds.)
    - b. \$\_\_\_\_\_ sq. yd.  
(51-100 sq. yds.)
    - c. \$\_\_\_\_\_ sq. yd.  
(101 plus sq. yds.)
  2. 2" per sq. yd.
    - a. \$\_\_\_\_\_ sq. yd.  
(0-50 sq. yds.)
    - b. \$\_\_\_\_\_ sq. yd.  
(51-100 sq. yds.)
    - c. \$\_\_\_\_\_ sq. yd.  
(101 plus sq. yds.)
  3. 3" per sq. yd.
    - a. \$\_\_\_\_\_ sq. yd.  
(0-50 sq. yds.)
    - b. \$\_\_\_\_\_ sq. yd.  
(51-100 sq. yds.)
    - c. \$\_\_\_\_\_ sq. yd.  
(101 plus sq. yds.)
- F. Speed Bump, per ln. ft.:
1. \$\_\_\_\_\_ ln. ft.  
(Milled)
  2. \$\_\_\_\_\_ ln. ft.  
(Topical Applied)
- G.
1. Pavement Marking:

The contractor shall provide pavement marking as listed below using traffic marking paint and glass beading as required. The marking paint shall contain no lead; not simply lead free but contain no lead. White and yellow will be used as specified but no yellow markings can be accomplished without written authorization from the Director of Maintenance and Operations, Supervisor of Maintenance, or Project Manager of Maintenance.

Pavement



- |  |                |                 |          |
|--|----------------|-----------------|----------|
| a. White   | 4 inches wide  | per lineal feet | \$ _____ |
| b. Yellow  | 4 inches wide  | per lineal feet | \$ _____ |
| c. White   | 6 inches wide  | per lineal feet | \$ _____ |
| d. Yellow  | 6 inches wide  | per lineal feet | \$ _____ |
| e. White   | 8 inches wide  | per lineal feet | \$ _____ |
| f. Yellow  | 8 inches wide  | per lineal feet | \$ _____ |
| g. White   | 10 inches wide | per lineal feet | \$ _____ |
| h. Yellow  | 10 inches wide | per lineal feet | \$ _____ |
| i. Surcharge for blue paint for above markings – |                |                 |          |
| % Markup per lineal feet                         |                |                 | _____ %  |
| j. ADA Handicapped marking - per stencil         |                |                 | \$ _____ |

2. Crosswalks:  
Hatch markings to be determined during site visit.

- |           |          |          |
|-----------|----------|----------|
| a. White  | per feet | \$ _____ |
| b. Yellow | per feet | \$ _____ |

3. Roadway Marking:

- |                                      |                 |          |
|--------------------------------------|-----------------|----------|
| a. Single solid 4 inch line, white   | per lineal feet | \$ _____ |
| b. Single solid 4 inch line, yellow  | per lineal feet | \$ _____ |
| c. Single solid 6 inch line, white   | per lineal feet | \$ _____ |
| d. Single solid 6 inch line, yellow  | per lineal feet | \$ _____ |
| e. Double solid 4 inch line, white   | per lineal feet | \$ _____ |
| f. Double solid 4 inch line, yellow  | per lineal feet | \$ _____ |
| g. Double solid 6 inch line, white   | per lineal feet | \$ _____ |
| h. Double solid 6 inch line, yellow  | per lineal feet | \$ _____ |
| i. Single broken 4 inch line, white  | per lineal feet | \$ _____ |
| j. Single broken 4 inch line, yellow | per lineal feet | \$ _____ |
| k. Single broken 6 inch line, white  | per lineal feet | \$ _____ |
| l. Single broken 6 inch line, yellow | per lineal feet | \$ _____ |

(Measurements for broken lines are from start to finish including blank spaces)

- |  |                 |          |
|--|-----------------|----------|
| m. Double lines one solid one broken, white  | per lineal feet | \$ _____ |
| n. Double lines one solid one broken, yellow | per lineal feet | \$ _____ |

(Measurements for broken lines are from start to finish including blank spaces)

#### H. Milling:

1. 1" per sq. yd.

- |  |  |   |   |
|--|--|---|---|
| a. \$ _____ sq. yd.<br>(0-50 sq. yds.) | b. \$ _____ sq. yd.<br>(51-100 sq. yds.) | c. \$ _____ sq. yd.<br>(101-150 sq. yds.) | d. \$ _____ sq. yd.<br>(151-250 sq. yds.) |
|--|--|---|---|

2. 2" per sq. yd.

- |  |  |   |   |
|--|--|---|---|
| a. \$ _____ sq. yd.<br>(0-50 sq. yds.) | b. \$ _____ sq. yd.<br>(51-100 sq. yds.) | c. \$ _____ sq. yd.<br>(101-150 sq. yds.) | d. \$ _____ sq. yd.<br>(151-250 sq. yds.) |
|--|--|---|---|

3. 3" per sq. yd.

a. \$\_\_\_\_\_sq. yd. (0-50 sq. yds.)    b. \$\_\_\_\_\_sq. yd. (51-100 sq. yds.)    c. \$\_\_\_\_\_sq. yd. (101-150 sq. yds.)    d. \$\_\_\_\_\_sq. yd. (151-250 sq. yds.)

I. Curbing:

1. Remove and install freestanding curb

a. 6" wide      lin. ft. \$ \_\_\_\_\_

b. 8" wide      lin. ft. \$ \_\_\_\_\_

2. Remove and install curbed gutter

a. 18" wide      lin. ft. \$ \_\_\_\_\_

b. 24" wide      lin. ft. \$ \_\_\_\_\_

3. ADA Concrete Curb Ramps to Current ADA-ICC, Section 406.3 Specifications

a. \$\_\_\_\_\_ per sq. ft.

J. Pour and finishing of non-standard concrete shapes:

\$\_\_\_\_\_per cu. yd.

K. Stone in Place:

a. Crush and Run Stone      \$\_\_\_\_\_per cu. yd.

b. Grated Aggregate Base      \$\_\_\_\_\_per cu. yd.

c. #5 Stone      \$\_\_\_\_\_per cu. yd.

d. Rip-rap      \$\_\_\_\_\_per cu. yd.

e. Stone dust      \$\_\_\_\_\_per cu. yd.

L. Grading & Seeding:

a. Labor and materials for miscellaneous grading, seeding and mulching per 100 sq. ft.:

\$\_\_\_\_\_ per hr.

b. Curllex Blanket \$\_\_\_\_\_ per sq. ft.

M. Labor and equipment with operator for grading: \$\_\_\_\_\_ per hr.

N. Labor charges for work not specified: \$\_\_\_\_\_ per man hr.

O. Mark up for additional materials: \_\_\_\_\_%

II. List any subcontractors that may be used and their field of work.

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III. Can your firm submit the following documentation if awarded any part of this contract?

A. Certificate of Insurance in the types and amounts delineated in the General Conditions?

Yes\_\_\_\_\_ No \_\_\_\_\_

B. Copy of Maryland Contracting License?

Yes\_\_\_\_\_ No \_\_\_\_\_

IV. References: (Minimum of Three)

Name	Address	Phone	\$ _____ Dollar Value of Work
Name	Address	Phone	\$ _____ Dollar Value of Work
Name	Address	Phone	\$ _____ Dollar Value of Work

**BID 18M6, UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE**  
**SIGNATURE ACKNOWLEDGING PROPOSAL**

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

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

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

COMPANY: \_\_\_\_\_

dba: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

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

NAME (please print): \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_

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

**ACKNOWLEDGMENT OF ADDENDA (if applicable)**

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

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____



**CONTRACTOR'S QUESTIONNAIRE  
BID 18M6, UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE**

**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 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.

**FINANCIAL STATEMENT:**

1. A signed letter from your lending institution stating the length of time your company has been doing business with them and if you have maintained your deposit and loan accounts in an acceptable manner.
2. Provide the total contract value of work performed by your company in the last three years:

\$ _____	_____	\$ _____	_____	\$ _____	_____
Value	Date	Value	Date	Value	Date

**LICENSING AND INSURANCE:**

1. Submit proof of registration as a Maryland business by including your license number or including a copy of the license.
2. Submit proof of insurance.

**REFERENCES:**

Provide the names, titles and contact information for five references to whom your agency has provided the same service as described herein during the last two years. References are preferred for non-profit agencies or school systems, preferably K-12, and within the State of Maryland. All references as noted above will be checked and will be held in the strictest of confidence. FCPS reserves the right to verify all information and to check any other sources available even if not provided as a reference by the Proposer.

#1 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed: \_\_\_\_\_

#2 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed: \_\_\_\_\_

#3 Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Approximate Dollar Value of Work Performed: \_\_\_\_\_

BID 18M6, UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE  
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: \_\_\_\_\_



BID 18M6, UNIT PRICE CONTRACT FOR BITUMINOUS CONCRETE  
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\_\_\_\_\_