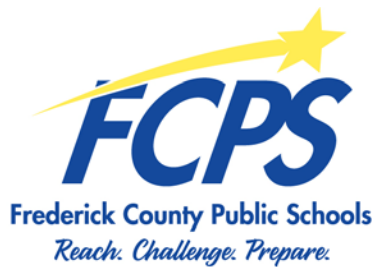


Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5212 phone
301-644-5213 fax



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

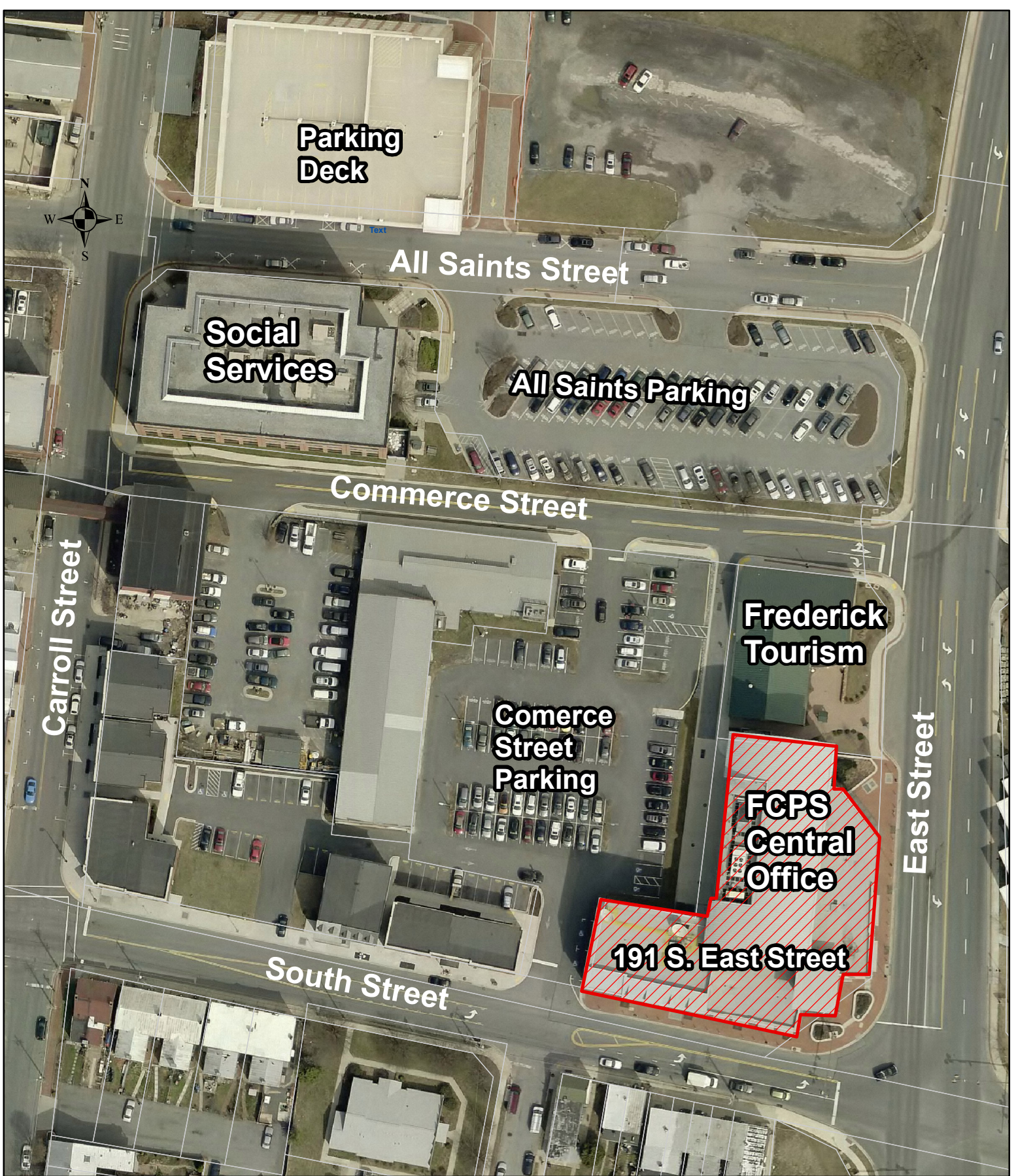
BID NUMBER/BID NAME:	RFP 18MISC4, Natural Gas Supply
BID ISSUE DATE:	October 9, 2017
BID CONTRACT MANAGER:	Billie Laughland, Purchasing Agent, billie.laughland@fcps.org
BID CONTRACT ADMINISTRATOR:	Charles Dalphon, Energy and Utilities Coordinator, charles.dalphon@fcps.org
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on October 16, 2017. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist . If you have problems downloading this bid or applicable addenda, contact: Krista Long at krista.long@fcps.org .
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on October 27, 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 29, 2017.
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com . FCPS will no longer accept bidder's applications.

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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

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. FCPS will no longer accept bidder's applications.

2. PRE-BID MEETING

- a. A Pre-Bid Meeting will not be held; however questions will be accepted and are due by the due date/time indicated.
- b. Questions shall be submitted, in writing, 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 until after the date indicated for release of possible addenda.
- c. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
 - www.fcps.org
 - Social Media: FCPS on Twitter and FCPS on Facebook
 - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
 - FCPS TV: Comcast Channel 18 (Frederick area)
 - Local radio and TV stations

3. RECEIPT OF BIDS

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - Bidder Name
 - Bid Number and Name
 - Due Date and Time
- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.

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

4. OPENING OF BIDS

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

5. ADDENDA

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

6. PREPARATION OF BID

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.
- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- d. The following items must be included in submission:
 - i. Proposal pages completely and accurately filled out.

- ii. Signature Acknowledgement Form completed and signed.
 - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <https://certificate.dat.maryland.gov/Pages/default.aspx>.
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

7. 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.

8. 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).

9. BID OPENING

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.

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

10. 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.

11. 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.

12. 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, 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. BILLING AND PAYMENT

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

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

- b. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. EMARYLANDMARKETPLACE REGISTRATION

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

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

1. SCOPE AND BACKGROUND

This request for proposal is to establish a full requirements contract for Natural Gas Supply Services to FCPS from a Maryland licensed natural gas supplier. Firm non-interruptible full requirements delivery will be to the burner tip. Washington Gas Light Company (WGL) is the the FCPS utility for all but one FCPS account, whose utility is Baltimore Gas Electric (BGE).

FCPS is the seventh largest of the 24 Maryland school systems, comprising 660 square miles and more than 323,000 population. Currently FCPS has 66 schools and a total enrollment of over 41,000 students.

2. TERM OF CONTRACT

- a. The start service shall commence on the first meter read date beginning June 2018 for each of the FCPS accounts on Attachment 1.
- b. The expiration date will be determined based on the pricing term selected and awarded and as designated in the purchase agreement.
- c. FCPS retains the right to extend this contract in 12-month blocks for up to a total of five years from the initial term's expiration date, based on refreshed prices, from all Pre-Qualified Bidders.

3. SCHEDULE AND PROCESS

- a. The intent of this THREE STEP process is to verify the Bidder's qualifications to bid, to resolve any concerns with the bid documents, proposed sales agreement and account numbers prior to locking in the pricing, and to confirm the agreement and fixed price. The tentative schedule is as follows:

October 9	Bid Solicitation posted
October 16	Questions due from Bidders (in lieu of pre-bid meeting)
October 18	Responses issued by FCPS via Addendum
October 27	<u>STEP 1</u> - Bidder Qualification Proposal due
November 3-6	<u>STEP 2</u> - FCPS notifies Bidders of Pre-Qualification status and provides final comments on Draft Natural Gas Supply Agreements
November 7-14	<u>STEP 3</u> - Price Quote or Quotes will be requested from Pre-Qualified Bidders no later than 12:30 P.M, local time, of the date(s) that Price Quote(s) is due.
	If selected for award of contract, Bidder should be prepared to finalize a Natural Gas Purchase Agreement and a Signed Price Pricing and Authorization Form (Attachment 5) with FCPS by 4:30 pm of that same date that the accepted Price Quote is due. (More time would be preferred to affix signatures to the Natural Gas Purchase Agreement if a separate agreement is required.)
November 29	Notification to the Board of Education of Price Lock-in and Confirmation of Agreement Signing

- b. FCPS retains the right to decline the offer(s) and issue a call for refreshed pricing multiple times until reaching an agreement. FCPS accepts no responsibility for any expense incurred in the proposal preparation and execution process.

4. CONTRACT TERMS

- a. FCPS retains the right to add location accounts for new school locations or delete accounts for school closings, as may be necessary from time to time, to provide services to all locations under the auspices of the Board of Education of Frederick County. The awarded Supplier may not increase the contract price or change any other terms or conditions as a result of these account changes.
- b. Notice of interruption due to FORCE MAJURE circumstances shall be given to FCPS Facilities Services Division Energy, Charles Dalphon, Energy and Utilities Coordinator, at (301) 644-5173 or (301) 644 -5150 for any interruption of supply.
- c. Failure to supply the requirements of natural gas to facilities shall result in the Supplier assuming the responsibility for any cost difference to FCPS between the price of the contract gas and system gas, penalty gas, or fuel oil depending on which is actually burned. This is except for the allotted interruption days when proper notification has been given.

5. NATURAL GAS PURCHASE AGREEMENT

- a. As part of the STEP 1 submission of the Bidder's Qualification Statement, a Bidder may include the standard language for the Company's "Natural Gas Agreement" for FCPS review and comment; or acknowledge that this FCPS solicitation, the Company's proposal submission, all addenda and agreed to price quotes shall constitute the whole "Agreement".
- b. If a Bidder submits their own Draft Natural Gas Agreement, it shall include FCPS Required Contract Provisions (Attachment 4). FCPS will review the draft and provide comments and edits, if necessary, until a Final Draft Agreement is agreed upon by written confirmation to the Purchasing Agent on or before the Price Quote due date/time. Conversely, any FCPS proposed changes not sufficiently redressed by the Bidder in a timely manner would result in disqualification of the Bidder.
- c. By submitting a response to the STEP 3 Price Proposal, and without any written correspondence to the contrary, the Bidder accepts the FCPS Draft Natural Gas Purchase Agreement set forth in STEP 1.

6. PRICING AND TAXES

- a. Pricing shall be offered on a per therm basis of natural gas delivered to the meter for FCPS accounts (Attachment 1), exclusive of the distribution charge.
- b. The natural gas supplied under this contract will be for firm non-interruptible full requirements delivered to the burner tip and shall include all shrinkage, wet to dry conversions, lost and unaccounted for, and BTU heating factors.
- c. Balancing fees shall be listed as a separate line item based on the balancing costs in the WGL tariff for that delivery month.
- d. FCPS used a total of 1,447,788 therms in FY17 (July 2016 through June 2017) (Attachment 2).
- e. The Bidder shall be responsible for payment of taxes to transport and deliver the natural gas service required to supply the accounts identified to FCPS.

7. LICENSING AND REGULATION

- a. FCPS will only accept bids from suppliers licensed by the Maryland Public Service Commission (MPSC).
- b. Supplied services must be in accordance with the laws passed by the Maryland State Legislature and the regulations issued by the MPSC permitting customer choice for natural gas supply.

8. AUTHORIZATION TO OBTAIN ACCOUNT DATA

FCPS has included in this bid package an Authorization to Obtain Natural Gas Billing Payment History and Account Data (Attachment 3) for use by each Bidder, to permit them to receive account data that shows annual historical usage, consumption data and locations' addresses for the FCPS facilities.

Bidder(s) assumes full responsibility for the data received from WGL Energy.

9. BILLING

The supplier will provide one bill each month on an Excel spread sheet sent to both the Contract Administrator, Charles Dalphon, charles.dalphon@fcps.org and the Purchasing Associate, Krista Long, krista.long@fcps.org. The spreadsheet will contain the FCPS account numbers, total therms delivered, balancing charge, total cost of gas delivered to the burner tip, as follows:

XYZ Company's FCPS Washington Gas Light Bill									
Facility:	Address	Account Number	Meter Reading Date		Therms	Cost per		Balancing	Total
			From	To		Therm	Charge		
Example School	123 Smith Ave, Frederick, MD	2000XXXXXX	July, 5 2017	August, 4 2017	4000	0.46	0.01	0.47	1880

10. 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 at least October 18 to allow time for the possible issuance of an addendum. All changes will be communicated through appropriate addenda.
- b. The selection procedure for this bid requires that the Bidder's Qualifications Proposal (STEP 1) be submitted on the date and time indicated, evaluated and approved before the Price Proposals are submitted.
- c. Bidder's Qualification Proposal:
 - i. Submit one original and two (2) copies of the Qualification Proposal in a sealed envelope, properly labeled on the outside with the Bidder's name, Bid #, Bid Title, Due Date and Time and "QUALIFICATION PROPOSAL".
 - ii. Delivery of Qualification Proposal (STEP 1) must be sent by mail or delivery service to be received no later than the date/time due and addressed to:

Frederick County Public Schools
 Attention: Purchasing Department
 191 South East Street
 Frederick, MD 21701

- iii. **Responses to STEP 1 that are sent by email or by facsimile WILL NOT be accepted.**
- iv. The Qualification Proposal will include the following forms completed and submitted in this order:
 - Bidder's Qualification Statement
 - Supporting documents requested in the Bidder's Qualification Statement
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Signature Page
- d. Price Quote:
 - i. Submission of Price Quote(s) (STEP 2) will be requested only from Bidders qualifying and notified in writing under STEP 1.
 - ii. **Requests for Price Quote(s) (STEP 3) will be communicated via email and will be accepted via email or fax up to 12:30 P.M., local time, of the date requested.**
 - iii. The Price Quote(s) will be from or authorized by only the individual(s) identified in the Bidder's Qualification Statement.
 - iv. Bidders must use the Bid Sheet provided by the FCPS to be considered responsive. THIS IS A MANDATORY REQUIREMENT
 - v. Pricing shall be stated to the nearest cent per therm (\$0.00).
 - vi. FCPS retains the right to refresh the price requests on a subsequent date and time during the period indicated in STEP 3.
 - vii. Prices offered must be held firm on the pricing due date until at least 4:30 P.M., local time, allowing time for a decision to be made.

11. EVALUATION CRITERIA AND AWARD

- a. A committee of at least two FCPS staff will independently review and evaluate each qualification proposal.
- b. FCPS will determine which Supplier(s) to approve based on appraisals of various aspects of the Bidder's business including but not limited to capacity, financials, quality assurance, organizational structure, licensing, processes and performance.
- c. 100 points will be assigned for the Technical Proposal and will be assigned as follows:
 - Completeness of Proposal Responses – 5
 - Organization – 20
 - Licensing and Certifications – 20
 - Experience – 25
 - Financials – 10
 - References – 10
 - Minimal or No Exceptions– 10
- d. Minor irregularities in Bids, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of FCPS.
- e. Based on the information obtained via the evaluation, a Bidder is scored and is either approved or not approved as one from whom to procure these services.

- f. 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.
- g. If not approved, the supplier will not be considered further in price evaluations.

12. SUPPLIER 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 Supplier, 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 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, or to revoke the Supplier's qualification status if the noncompliance issue is not resolved to the satisfaction of FCPS.

13. BID BOND (Not Applicable)

- a. Each Bidder shall submit with their bid a certified check, cashier's check or bid bond acceptable to the FCPS, for at least 5% of the amount of TOTAL BID. Each Bidder agrees that they will, if awarded the contract, at the time of entering into agreement, furnish to FCPS proper payment and performance bonds naming the Board of Education of Frederick County for the full amount of the contract guaranteeing the faithful performance of all conditions thereof, and the payment in full to all parties furnishing labor and materials or other services on its account.
- b. Failure to furnish the required documentation within ten calendar days after receipt of the Notice of Award letter may result in the forfeiture of the submitted surety unless FCPS is responsible for the delay.
- c. Certified checks, or cashier's checks, submitted as bid surety will be returned to the awarded Supplier upon receipt of required documentation.

14. PERFORMANCE AND PAYMENT BONDS

- a. If applicable, the awarded Supplier(s) may be required to submit either one or both of the following two bonds to the Purchasing Department ten calendar days after receipt of the Notice of

Award and in accordance with the terms stated below:

- i. **Performance Bond** in the amount of 100% of the contract value covering faithful performance of the contract; and
 - ii. **Payment Bond** in the amount of 100% of the contract value as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- b. The cost of the performance bond and payment bonds will be borne by the Bidder(s) in all instances.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Purchasing Manager. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance or payment.
- d. Certified checks, if submitted, will be deposited in an FCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the FCPS bank account(s) for the full amounts of both certified checks.
- e. Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or Bidders must use bonding companies rated by A.M. Best Company of at least A-/VIII.
- f. If a bonding company is used that is not on the most current Circular 570, the Supplier will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department within ten calendar days after notification.
- g. Upon receipt and approval of the performance bond and payment bond, or the certified check(s), an official purchase order will be issued.
- h. If bonds are required, and the awarded Supplier fails to perform according to the terms of the contract, the bonding company will be notified in writing with a copy sent to the Supplier.

15. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

(Note: COI may vary if some categories of insurance coverage are atypical for the Natural Gas Supply industry)

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The Supplier will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the Supplier 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 Supplier 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 Supplier 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 Supplier's Worker's Compensation Insurance.

b. Employers' Liability Insurance

The Supplier 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 Supplier 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 Supplier to ensure that all subcontractors comply with this provision, and the Supplier will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the Supplier, or any subcontractor, to comply with these provisions.

c. Commercial General Liability Insurance

The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier to insure that all subcontractors comply with this provision, and the Supplier will indemnify and hold harmless the Board of Education of Frederick County for the failure of the Supplier, 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 Supplier 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 30 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 Supplier's policies, other than Worker's Compensation Insurance policy. The Supplier'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.

16. MINIMUM QUALIFICATIONS

- a. Experience
Supplier shall have at least a two-year record of customer satisfaction for delivering a minimum of one million decatherms of Natural Gas per year.
Supplier shall have experience, which has been satisfactory to the customers, delivering Natural Gas to accounts under the firm service tariff.
- b. Financial Stability
Bidders shall provide their most recent annual financial statement. Independent auditing firm Certification of the financial statement is preferred.
- c. Key Personnel
All services must be provided by personnel employed directly by the Bidder and with expert knowledge of local and national regulations for the purchase and transportation of natural gas. Bidder and personnel are to have expert knowledge of the NYMEX pricing, including professional experience with natural gas utility rates, rules and procedures, and interacting with intrastate natural gas pipelines.
- d. Customer Service Available by Toll-free Telephone Call.
The Supplier shall maintain customer service during regular business hours. Personnel shall be able to answer billing questions and resolve performance issues. The Bidder shall submit a toll free telephone number and preferably have 24-hour access for emergency related issues.
- e. Penalties/Fines
Any fines or penalties shall be borne by the Supplier and there shall be no pass through to or reimbursement by FCPS.

f. Product Quality

Supplier shall provide natural gas of a quantity that conforms to the quality standards of the transporting intrastate gas pipeline's FERC approved Tariff.

g. Public Service Commission Changes

Should the Public Service Commission make any changes to the rules, laws, and regulations or procedures affecting Natural Gas Supply to FCPS, FCPS reserves the right to incorporate these changes into the contract. No other items will be negotiable at that time.

Frederick Co Public Schools

Account List

Found 67 records, showing 1 thru 20 of 67

Account Number	Vendor	Building	Meter Address	Status	Type	Rate Code
220000065593	Washington Gas	Centerville Elementary		active	Natural Gas	
220000938617	Washington Gas	Career & Technology		active	Natural Gas	
220000977557	Washington Gas	Lincoln Elementary		active	Natural Gas	
220001140189	Washington Gas	Lincoln Elementary "A" - YMCA		active	Natural Gas	
220001144561	Washington Gas	Carroll Manor Elementary		active	Natural Gas	
220001269418	Washington Gas	Walkersville Middle		active	Natural Gas	
220001395387	Washington Gas	Central Office -191 S. East St.		active	Natural Gas	
220001514441	Washington Gas	Valley Elementary		active	Natural Gas	
220001764475	Washington Gas	Urbana High		active	Natural Gas	
220001765282	Washington Gas	Urbana Middle		active	Natural Gas	
220001765357	Washington Gas	Kempton Elementary		active	Natural Gas	
220001857279	Washington Gas	Tuscarora Elementary		active	Natural Gas	
220001857386	Washington Gas	Tuscarora Elementary		active	Natural Gas	
220001891880	Washington Gas	Orchard Grove Elementary		active	Natural Gas	
220002091944	Washington Gas	Urbana Elementary		active	Natural Gas	
220002232712	Washington Gas	Middletown Elementary		active	Natural Gas	
220002233215	Washington Gas	Middletown Middle		active	Natural Gas	
220002233538	Washington Gas	Middletown High		active	Natural Gas	
220002400749	Washington Gas	Tuscarora High		active	Natural Gas	
220002403446	Washington Gas	Windsor Knolls Middle		active	Natural Gas	
220002484842	Washington Gas	Gov. T.J. Middle		active	Natural Gas	
220002485203	Washington Gas	Gov. T.J. Middle		active	Natural Gas	
220002526857	Washington Gas	Spring Ridge Elementary		active	Natural Gas	
220002614802	Washington Gas	Urbana High		active	Natural Gas	
220002657850	Washington Gas	Ballenger Creek Middle		active	Natural Gas	
220002693780	Washington Gas	Green Valley Elementary		active	Natural Gas	
220002696916	Washington Gas	Hillcrest Elementary		active	Natural Gas	
220002863938	Washington Gas	Middletown Primary New		active	Natural Gas	
220002941932	Washington Gas	Oakdale High		active	Natural Gas	
220002942260	Washington Gas	Deer Crossing Elementary		active	Natural Gas	
220003129172	Washington Gas	Gov. T.J. High		active	Natural Gas	
220003288101	Washington Gas	Parkway Elementary		active	Natural Gas	
220003325184	Washington Gas	Frederick High		active	Natural Gas	
220003534488	Washington Gas	West Frederick Middle		active	Natural Gas	
220003716614	Washington Gas	New Market Elementary		active	Natural Gas	
220003718982	Washington Gas	Oakdale Elementary		active	Natural Gas	
220003719162	Washington Gas	Oakdale Middle		active	Natural Gas	
220003719246	Washington Gas	Oakdale Middle		active	Natural Gas	
220003719436	Washington Gas	Oakdale Elementary		active	Natural Gas	
220004080754	Washington Gas	North Frederick ES		active	Natural Gas	
220004092551	Washington Gas	New Market Middle		active	Natural Gas	
220004490052	Washington Gas	Whittier Elementary		active	Natural Gas	
220004663559	Washington Gas	Crestwood Middle		active	Natural Gas	
220004706879	Washington Gas	Glade Elementary		active	Natural Gas	
220004707356	Washington Gas	Walkersville "B" -Staff Dev		active	Natural Gas	
220004709907	Washington Gas	Walkersville High		active	Natural Gas	
220004720052	Washington Gas	Walkersville High		active	Natural Gas	
220004720219	Washington Gas	Walkersville Elementary "A"		active	Natural Gas	
220004755041-#AV	Washington Gas	Annex-Main-7446 Hayward Rd		active	Natural Gas	
220004755264-#WELD	Washington Gas	Annex-Main-7446 Hayward Rd		active	Natural Gas	
220004755371-#PLUM	Washington Gas	Annex-Main-7446 Hayward Rd		active	Natural Gas	
220004755694-#EBS	Washington Gas	Annex-Main-7446 Hayward Rd		active	Natural Gas	
220004755801-#GRND	Washington Gas	Annex-Main-7446 Hayward Rd		active	Natural Gas	
220004756148	Washington Gas	Monocacy Middle		active	Natural Gas	
220004817007	Washington Gas	Annex-FoodService/Warehouse-Front		active	Natural Gas	
220004817437	Washington Gas	Heather Ridge		active	Natural Gas	
220004871558	Washington Gas	Monocacy Elementary		active	Natural Gas	

220004872739	Washington Gas Annex-Main-7446 Hayward Rd	active	Natural Gas
220004872820	Washington Gas Annex-Main-7446 Hayward Rd	active	Natural Gas
220005152875	Washington Gas Ballenger Creek Elementary	active	Natural Gas
220005226422	Washington Gas Waverley Elementary	active	Natural Gas
220005226455	Washington Gas Rock Creek School	active	Natural Gas
I-1315009710	Washington Gas Frederick High	inactive	Natural Gas
I-1321070912	Washington Gas Church Street Building	inactive	Natural Gas
I-1325059911	Washington Gas NFES Demolished-2014	inactive	Natural Gas
I-1344052319	Washington Gas Central Office- front & rear 7630 Hayward	inactive	Natural Gas
I-6405399004	Washington Gas South Frederick Elementary "B"	inactive	Natural Gas

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FCPS 2017 Natural Gas Usage for WGL Accounts by School

School	Therms
Urbana High	81470
Walkersville High	78942
Gov. T.J. High	77735
Middletown High	68725
Tuscarora High	63219
Rock Creek School	59444
Walkersville Middle	54447
Oakdale High	45245
Ballenger Creek Middle	38584
Career & Technology	37493
West Frederick Middle	37320
Gov. T.J. Middle	35489
Windsor Knolls Middle	34537
Urbana Middle	32615
Monocacy Elementary	32100
Crestwood Middle	31140
Carroll Manor Elementary	28968
Whittier Elementary	27793
Oakdale Elementary	27750
Oakdale Middle	27636
Monocacy Middle	27566
Spring Ridge Elementary	27279
Glade Elementary	26807
Ballenger Creek Elementary	26619
Middletown Primary New	25738
Urbana Elementary	25379
Walkersville Elementary "A"	24773
Waverley Elementary	24544
Deer Crossing Elementary	23375
Middletown Middle	23250
New Market Elementary	22732
New Market Middle	22220
Orchard Grove Elementary	22217
Emmitsburg Elementary	22189
Annex-FoodService/Warehouse-Front	21941
Valley Elementary	20499
Green Valley Elementary	19431
Tuscarora Elementary	18859
Centerville Elementary	18708
Parkway Elementary	17145
Annex-Main-7446 Hayward Rd	16916
Kempton Elementary	16410
Heather Ridge	11088
Middletown Elementary	9678
North Frederick ES	3223
Lincoln Elementary	2852
Lincoln Elementary "A" - YMCA	2010
Hillcrest Elementary	2001
Central Office -191 S. East St.	960
Walkersville "B" -Staff Dev	725
Total Therm Usage	1447788

RFP 18MISC4, NATURAL GAS SUPPLY**AUTHORIZATION TO OBTAIN NATURAL GAS BILLING, PAYMENT HISTORY, AND
ACCOUNT SERVICE DATA**

This document was prepared by and on behalf of Frederick County Public Schools, Purchasing Department, 191 South East Street, Frederick, Maryland, 21701, telephone 301-644-5212, facsimile 301-644-5213.

Customer hereby authorizes WGL Energy to permit the below named authorized "Maryland Licensed Natural Gas Supply Company" to directly receive Frederick County Public Schools' most recent 24 hours and future months of natural gas billing data and twelve months of payment history for the meters and any substation(s) identified by the account numbers identified in Attachment 1. The natural gas billing information may include information on service configuration, transformer data, and descriptions of previous energy use. The authorized "Company" has the right to use this information provided and to retain the information in its files, and disclose it to any authorized employee, agent or representative, as necessary and appropriate for preparing a bid.

The authorized "Company" hereby agrees not to sell or otherwise disclose said information to any third party that is not authorized in writing by Frederick County Public Schools to access this information for the intended purpose and not to any third party marketing to, or soliciting business from, the Board of Education of Frederick County, Maryland.

On behalf of "Customer (Frederick County Public Schools)":

Signed: Billie Laughland
"Customer" Representative or Authorized Member

Date: October 9, 2017

Printed Name: BILLIE LAUGHLAND

Title: PURCHASING AGENT

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SIGNATORY IS AN AUTHORIZED REPRESENTATIVE OF THE "LICENSED NATURAL GAS SERVICE SUPPLIER" AND AGREES TO THE CONDITIONS OF THIS AUTHORIZATION.

Signatures in this box are to be filled in by the Requesting Supplier before Submitting to WGL Energy:

On behalf of the "Licensed Natural Gas Service Supplier":

Signed: _____
"Licensed Natural Gas Service Supplier" Representative or Agent

Print Name: _____ Print Title: _____

Company Name: _____ Date: _____

RFP 18MISC4, NATURAL GAS SUPPLY
REQUIRED CONTRACT PROVISIONS
for
NATURAL GAS AGREEMENT

1. 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.

2. 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.

3. **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.

4. **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.

5. **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.

6. **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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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. The damages of Supplier shall be equal to the sum of the Costs plus the Losses, if any, determined by subtracting the present value of the Terminated Agreement from the present value of reselling the remaining ENERGY.

12. 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.

13. 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.

RFP 18MISC4, NATURAL GAS SUPPLY**BID PRICE FORM and SIGNATURE SHEET for PRE-QUALIFIED SUPPLIERS ONLY**

Purchasing Department
Frederick County Public Schools
191 South East Street
Frederick, MD 21701

We/I, the undersigned, agree to furnish and deliver, in accordance with the accompanying specifications and conditions of RFP 18MISC4 Natural Gas Supply Services for the prices listed below:

12 MONTH TERM: All-in fixed price to the Burner Tip for service effective June 1, 2018 for 12 Months
PRICE PER THERM \$ _____

24 MONTH TERM: All-in fixed price to the Burner Tip for service effective June 1, 2018 for 24 Months
PRICE PER THERM \$ _____

36 MONTH TERM: All-in fixed price to the Burner Tip for service effective June 1, 2018 for 36 Months
PRICE PER THERM \$ _____

BIDDERS MUST SIGN AND COMPLETE INFORMATION BELOW TO VALIDATE BID:

Company (Print)

Signature of Authorized Representative

Name of Authorized Representative (Print)

Title

Address

City, State, Zip

Federal I. D. Number

Date Submitted

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BIDDER'S QUALIFICATION STATEMENT

I. Organization

1. Company Name: _____
Corporation or Partnership: _____
Federal ID Number: _____ S.E.C. Registration Number: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email Address for Sending Correspondence: _____
Email Address for Remitting Payments: _____
Website Address: _____
2. Principal employee(s) administering this contract and authorized to sign and submit the Price Quote(s):
Primary
Name: _____ Title: _____
Email Address: _____ Cell Phone: _____
Secondary
Name: _____ Title: _____
Email Address: _____ Cell Phone: _____
3. Include a copy of the Company's Organizational Chart.
4. Describe your Customer Service process including:
 - Contact information for billing questions
 - the normal business hours
 - accessibility to a live customer service representative rather than looping through menu choices
 - what is the toll free telephone number
 - would we have 24 hour access
 - how do you address customer complaints

II. Licensing and Certifications

1. Include documentation that your Company is licensed by the Maryland Public Service Commission (MPSC) as a third party supplier of Natural Gas.
2. Has the Company been the subject of litigation for the failure to meet contracted obligations to deliver or supply Natural Gas within the last three years? ____ Yes ____ No
If yes, provide a separate sheet with a brief explanation.
3. Has the Company filed for bankruptcy, or is currently past due on business loans or bonds, or responsible

for undisputed payments to transporters which are over 60 days past due? ____ Yes ____ No

4. Include a copy of the Company's Certificate of Insurance.
5. Acknowledge that your Company will supply services in accordance with the laws passed by the Maryland State Legislature and the MPSC permitting customer choice for natural gas supply. ____

III. Experience

1. What year did your Company or its affiliates begin selling Natural Gas to wholesale customers (i.e., municipal, investor owned utilities)? _____, and/or retail customers? _____.
2. What were the Company's Natural Gas sales in 2016?
Dollar Value: \$ _____
Total Load in Decatherms delivered to customers at WGL Maryland burner tip: _____
3. Account Executive assigned to FCPS:
Name: _____ Title: _____
Email Address: _____ Cell Phone: _____
Number of Years with Company: _____
4. Include a copy of the Account Executive's CV or Resume.

IV. Financial

1. If an affiliate, do you have Parental Guarantee from the Parent Company? ____ Yes ____ No
2. What is the rating from Dunn & Bradstreet or equivalent of the organization or Parent Company's long-term unsecured debt?
3. Provide your Company's most recent annual financial statement. Independent auditing firm Certification of the financial statement is preferred.
4. Provide a copy of your Company's Certificate of Insurance and identify any coverages that are atypical for the Natural Gas Supply Industry.

V. References

1. Provide the names, titles and contact information for three Natural Gas sales references for educational customers similar to FCPS for firm, uninterruptible delivery to the burner tip:
#1 Company Name: _____
Address: _____
Name of Contact: _____ Title: _____
Email Address: _____ Phone: _____
Dates of Service: _____
#2 Company Name: _____
Address: _____
Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Dates of Service: _____

#3 Company Name: _____

Address: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Dates of Service: _____

- VI.** Include the standard language for the Company's "Natural Gas Agreement" for FCPS Review and Comment; or acknowledge that this FCPS solicitation, the Company's proposal submission, all addenda and agreed to price quotes shall constitute the whole "Agreement". _____
- VII.** Acknowledge that you have obtained FCPS Natural Gas Billing Payment History and Account Data for all FCPS locations listed on Attachment 1 of the bid package. _____
- VIII.** Acknowledge that your Company does not take any exceptions to the terms and conditions contained in this solicitation package except for those contained here:

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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	_____

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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: _____

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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 _____