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ADDENDUM

July 9, 2019

ADDENDUM # 1 **Bid 19C14, Rock Creek School Replacement Project**

DUE DATE & TIME:

Bids for the following packages: 2A Earthwork & Site Demolition; 3A Concrete; 4A Masonry; 5A Structural Steel; 6A General Trades; 7A Roofing; 8A Glass & Aluminum; 9A Drywall; 9B Ceramic Tile; 9C Resilient Flooring; 9D Athletic Flooring; 9E Resinous Flooring; 9F Painting; 11A Food Service Equipment; 13A Therapy Pool; 15A Mechanical; 15B Sprinkler and 16A Electrical will be received and time stamped in the main lobby of Frederick County Public Schools (FCPS) at 191 South East Street, Frederick, MD 21701, prior to and time stamped no later than **10:00 a.m. local time, August 1, 2019.**

Bids received after these times will be returned unopened. All bids will be opened and read aloud in the Central Office Board Room.

This addendum is being issued to provide additions, corrections, clarifications and answers to certain questions raised referencing the original bid packages and any resultant contracts for the above bid.

1. This Addendum includes the following attachment(s):
 - a. Revised FCPS Supplemental Instructions to Bidders (13 pages)
 - b. Purchasing Department Pre-Bid Meeting Notes (2 pages)
 - c. Pre-Bid Attendance Roster (4 pages)

Thank you for your interest in bidding with Frederick County Public Schools and we apologize for any inconvenience this may have caused.

Sincerely,

Kim Miskell

Kim Miskell, CSBO,
Assistant Purchasing Manager

km/ab

pc: Brian Staiger, Senior Project Manager, Construction Management
John Pickett, Dustin Construction
Kori Purdum, Proffitt & Associates

BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SUPPLEMENTAL INSTRUCTIONS TO AIA DOCUMENT A701
REVISED

1. BIDDER REGISTRATION

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

2. PRE-BID MEETING

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting. Questions received after said date will not be considered. Neither the Owner nor its employees, agents nor representative shall be responsible for oral instructions.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
 - www.fcps.org
 - Social Media: FCPS on Twitter and FCPS on Facebook
 - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
 - FCPS TV: Comcast Channel 18 (Frederick area)
 - Local radio and tv stations

3. RECEIPT OF BIDS

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

- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

4. 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 four (4) 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.

5. PREPARATION OF BID

- a. The attention of all contractors, subcontractors and material supply bidders is directed to the Invitation to Bid, Proposal Form(s), AIA documents A701, **A132** and **A232**, and Supplemental Instructions to Bidders to AIA A701 for information pertinent to the bidding process.
- b. 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.
- c. Bidder must submit one (1) original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.
- d. 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.
- e. The following items must be included in submission (if applicable):
 - i. Proposal pages completely and accurately filled out.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Minority Business Enterprise Attachment "A" Form completed and signed.
 - iv. Minority Business Enterprise Attachment "B" Form completed and signed.
 - v. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - vi. Certificate of Compliance form completed and signed.
 - vii. AIA A310 Bid Bond (for 5% of the total bid amount)**

- f. 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 **copy of their** tax certification number. Visit the following website to ensure compliance: <https://certificate.dat.maryland.gov/Pages/default.aspx>
- g. 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.
- h. 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.
- i. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- k. FCPS will accept all bid responses, however, only companies approved by FCPS' Purchasing Department will be considered for contract award. ~~The General Application is available on the FCPS website at: www.fcps.org/purchasing. Completed applications may be submitted separately or included in the bid response. Applications are valid for a three year period.~~

6. **MBE REQUIREMENTS (if applicable)**

- a. The contract or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of **(as stated below)** percent of the total contract value is with certified Minority Business Enterprises, with a minimum of **0** percent from certified African American-owned businesses, a minimum of **0** percent from Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals from certified MBEs.
MBE participation goals for the Rock Creek School Replacement project is as follows with no sub-goals.

<u>Division/Package</u>	<u>MBE Goal</u>
2A Earthwork & Site Demolition	10%
3A Concrete	2%
4A Masonry	2%
5A Structural Steel	2%
6A General Trades	5%
7A Roofing	10%
8A Glass & Aluminum	5%
9A Drywall	10%
9B Ceramic Tile	2%
9C Resilient Flooring	5%
9D Athletic Flooring	0%
9E Resinous Flooring	2%
9F Painting	7%
11A Food Service Equipment	0%
13A Therapy Pool	0%
15A Mechanical	10%

15B Sprinkler
16A Electrical

2%
10%

- b. Effective May 13, 2013, all contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply in good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract. (Code of Maryland Regulations (COMAR) 21.11.03.10(E)).

c. Liquidated Damages Provision

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (MBE) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$211.40 per day until the monthly report is submitted as required.
- ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$105.70 per MBE subcontractor.
- iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by the MBE firm for the contract.
- iv. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- v. [Do Not Include In Contracts That Are Subject To Section 15-226 Of The State Finance And Procurement Article – Construction Contracts – Prompt Payment Of Subcontractors]. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: not to exceed \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

7. PREVAILING WAGE RATES

When applicable, the vendor will comply with Section 17-201 through 17-226 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended, which requires payment of prevailing wages as determined by the Commissioner of Labor on public works projects.

8. BID BOND

- a. Each bidder shall submit with their bid a certified check, cashier's check or bid bond acceptable to the FCPS, for at least five percent (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 (10) 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 vendor upon receipt of required documentation.

9. PRODUCT SUBSTITUTIONS

Bidders are referred to paragraphs contained within the General Requirements and the Technical Specifications for information concerning product substitution.

10. TAXES

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

11. BID OPENING

- 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.
- c. 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.
- d. The recommended award will be posted to the FCPS BoardDocs website a minimum of five days prior to the Board of Education meeting in which it will be presented.
- e. 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.

12. 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. The request must be received in the Purchasing Department within one business day after the time established for the bid opening and include written documentation substantiating the error. 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.

13. 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. 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.
- f. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- g. 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.
- h. 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.
- i. 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.

- j. 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.
- k. 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.

14. 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 form of contract between the owner and the awarded bidder shall be AIA Document A101, Standard Form of Agreement Between Owner and Contractor (2007 edition) including the AIA A201 General Conditions of the Contract for Construction (2007 edition), together with any Frederick County Public Schools' agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. 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.

15. PERFORMANCE AND PAYMENT BONDS

- a. If applicable, the awarded vendor(s) may be required to submit either one or both of the following two bonds to the Purchasing Department ten (10) 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 vendor will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department within ten (10) 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. The awarded vendor's security will be retained until they have signed the Owner-Contractor Agreement and Addendum and furnished the required Payment Bond and Performance Bond, guaranteeing payment of damages in the event of failure to perform as agreed, including the prevailing wage rate clause. The Owner reserves the right to retain the security of all bidding contractors until the selected bidder enters into contract, or until ninety (90) calendar days after the bid opening, whichever is shorter. If any bidder refuses to enter into a contract, the Owner may retain his bid security as liquidated damages, but not as a penalty.
- i. If bonds are required, and the awarded vendor fails to perform according to the terms of the contract, the bonding company will be notified in writing with a copy sent to the vendor.

16. INSURANCE REQUIREMENTS

Reference AIA Document A101-2007 Article 10, Insurance and Bonds for insurance requirement types and limits.

17. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Reference: Preliminary Construction Schedule, Section 003113

- a. It is anticipated that construction will commence on or around October, 2019.
- b. **Substantial completion shall be achieved by January, 2021 for the building.**
- c. **Substantial completion shall be achieved by April, 2021 for the site.**

18. 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.
1. 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.

2. The Purchasing Manager shall issue a decision in writing.
3. 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.
4. The Board of Education of Frederick County's decision is deemed the final action at the local level.
5. 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.

19. HOLD HARMLESS

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

20. CONTRACT DISPUTES

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

21. LIQUIDATED DAMAGES

- a. AIA Document A101, Article 3.3.2 clarification:

In the event that the Contractor does not achieve Substantial Completion as stipulated, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner.

For each calendar day required to achieve Substantial Completion beyond the Substantial Completion Date authorized by the Contract, the Contractor shall pay to the Owner all direct costs charged to the Owner plus liquidated damages on account of Owner's staff expense and on account of student inconvenience, disruption, and dislocation the sum of \$1,000.00 per day.

22. PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

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

- b. It will be the vendor's responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, when required.
- c. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.
- d. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

23. PROTECTION OF WORK AND PROPERTY

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.
- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for approval

24. 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. AMERICAN STEEL ACT

The vendor will comply with the provisions of Sections 17-301 through 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The vendor's affidavit of compliance with these provisions may be required before payment can be made.

26. 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.

27. 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.

28. 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.

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.

07.08.19 Pre-Bid Meeting Notes Bid 19C14, Rock Creek School Replacement Project

The intent of this solicitation is for the construction of the new Rock Creek school. The new single-story building will be approximately 79,474 gross square feet in size and have a state rated student capacity of 120 students. The new Rock Creek School is anticipated to open in September 2021.

Bids for the following packages: 2A Earthwork & Site Demolition; 3A Concrete; 4A Masonry; 5A Structural Steel; 6A General Trades; 7A Roofing; 8A Glass & Aluminum; 9A Drywall; 9B Ceramic Tile; 9C Resilient Flooring; 9D Athletic Flooring; 9E Resinous Flooring; 9F Painting; 11A Food Service Equipment; 13A Therapy Pool; 15A Mechanical; 15B Sprinkler and 16A Electrical will be received and time stamped in the main lobby of Frederick County Public Schools (FCPS) at 191 South East Street, Frederick, MD 21701, prior to and time stamped no later than **10:00 a.m. local time, August 1, 2019.**

Contract Manager: Kim Miskell, CSBO, Assistant Purchasing Manager, kim.miskell@fcps.org
FCPS Project Manager: Brian Staiger, Senior Project Manager brian.staiger@fcps.org
Construction Manager: John Pickett, Dustin Construction jpickett@dustinconstruction.com
Kori Purdum, Proffitt & Associates kpurdum@proffittandassociates.com

For information pertinent to the bidding process, the attention of all contractors, subcontractors and material supply bidders are directed to the:

- Invitation to Bid (Page 9-10)
- Instruction to Bidders (AIA Document A701) (Pages 22-29)
- Supplemental Instructions to Bidders (Supplement to AIA A701) (Pages 30-42)
- Proposal Form and Signature Page, Prevailing Wage (Pages 207-213)
- General Conditions and Supplementary Conditions of the Contract for Construction (AIA Document A232/CMA) (Pages 251-322)

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific MBE goal for each contract package listed below. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms.

Bids are being requested for the following contract packages:

2A Earthwork & Site Demolition (10% MBE Goal)
3A Concrete (2% MBE Goal)
4A Masonry (2% MBE Goal)
5A Structural Steel (2% MBE Goal)
6A General Trades (5% MBE Goal)
7A Roofing (10% MBE Goal)
8A Glass & Aluminum (5% MBE Goal)
9A Drywall (10% MBE Goal)
9B Ceramic Tile (2% MBE Goal)
9C Resilient Flooring (5% MBE Goal)
9D Athletic Flooring (0% MBE Goal)
9E Resinous Flooring (2% MBE Goal)
9F Painting (7% MBE Goal)
11A Food Service Equipment (0% MBE Goal)
13A Therapy Pool (0% MBE Goal)
15A Mechanical (10% MBE Goal)
15B Sprinkler (2% MBE Goal)
16A Electrical (10% MBE Goal)

MBE Reminders:

- Please remember that prior to and up to 10 days before the bid opening, contractors must solicit minority business enterprise through written notice.
- If you are advertising in the paper or sending written solicitations via fax, please make sure you are keeping a detailed log of your efforts. Should you not receive any responses to your advertisement/written notices you need to make personal contact with those companies you solicited and keep detailed records of who you spoke to, their address, telephone number and dates that you contacted them.

This project will be bid with Prevailing Wage Rates.

In the event of inclement weather on the date when the bids are scheduled to be opened and the FCPS administrative offices are closed, bids will be opened on the next business day at the same time as previously scheduled. Often when schools are closed the administrative offices are open – when in doubt please call the purchasing department.

07.08.19 Pre-Bid Meeting Notes Bid 19C14, Rock Creek School Replacement Project

Please make sure that your bid submission includes the following:

- All applicable areas of the bid form of proposal are filled in carefully, completely and signed.
- Acknowledge the receipt of each and every Addendum on the Bid Form of Proposals.
- Submit one (1) original and one (1) copy of Bid Form of Proposals.
- Base bid and alternate bid prices must be submitted as a numeric value and must be written in words.
- Bid bond or cashier's check for 5% of the total bid amount is included.
- Properly completed Statutory Affidavit and Non-Collusion Certification Form.
- Certificate of Compliance Form completed and signed.
- MBE Attachments A & B

Should any bidder find discrepancies in, or omissions from, the drawings and other contract documents need to request clarification in writing. All necessary interpretations will be issued to all bidders in the form of addenda.

Directed to: Kim Miskell, CSBO, Assistant Purchasing Manager at: kim.miskell@fcps.org with a copy to Brian Staiger, Senior Project Manager at: brian.staiger@fcps.org and John Pickett, Dustin Construction jpickett@dustinconstruction.com

No written requests received within seven (7) calendar days prior to the bid due date will be considered and no addenda will be issued later than four (4) calendar days prior to the bid opening date. (Questions Due: 4:00 p.m. , local time, July 22, 2019 - Addenda issued)

Laws and Regulations:

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.

All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.

It is the contractor's responsibility to ensure that no individuals who are registered sex offenders are working on this project. This also applies to subcontractors and materials/equipment supplies as well. For projects lasting longer than a few months, the contractor shall periodically re-check the names of workers against the Maryland Sex Offender's Registry to ensure ongoing compliance.

Additionally, individuals that have been convicted of a crime of violence under §3-307 and §3-308 of the Criminal Law Article are not eligible to work on any FCPS project.

The use of tobacco and alcohol beverages in any form is prohibited on FCPS property at all times, all year.

No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.

Award of the contract is contingent upon the award of full funding for this project.

Tentative Board Award: August 21, 2019

Liquidated Damages will be assessed at \$1,000.00 per day for each calendar day required to achieve substantial completion beyond the substantial completion dated authorized by the contract.

Anticipated construction will commence on or around October, 2019

Substantial Completion shall be achieved by January, 2021

Frederick County Public Schools
Purchasing Department
PRE-BID MEETING ATTENDANCE ROSTER

BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT

MEETING DATE/TIME: MONDAY, JULY 8, 2019 @ 10:00 A.M. {BOARD ROOM}

NAME (PLEASE PRINT)	FIRM REPRESENTED (PLEASE PRINT)	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS
Tracy Saldarini	Co. Name: Ultra Utilities Construction Address: 5801 Hildebrand Rd Frederick, MD 21704	240-651-1560	240-651-1563	tsultra@comcast.net
Ann Kellington	Co. Name: Ultra Utilities Const. Address: 1310 Mariner Dr. Mt Airy MD 21774	240-651-1560	240-651-1563	Anna.Kra@comcast.net
Brian Barnes	Co. Name: Barnes And Associates Inc Address: 848 Rolling Ridge Dr. Westminster md 21157	443-974-7915		kbarnesbaa@gmail.com
GARY CAWDSLL	Co. Name: AIDATA Address: 1123 HANZLEK AVE 21237	410-686-5091	—	GCAWD@AIDATA INC.COM
Courtney Horton	Co. Name: Hancock & Albanese Address: 6600 Scata Barbara Rd Elkridge, MD 21075	410-540-9600 x116		chorton@hancockalbanese.com
Dave Hammett	Co. Name: Paddock Swimming Pool Co. Address: 15120-C Southlawn Lane Rockville MD 20850	301-424-0790 x 247		Dhammett@Paddock Pools.com
Dave Mackley	Co. Name: Brambling Electric Inc. Address: 700 N East St Frederick, MD 21701	301-662-0144		Dmackleybei@yahoo.com
Bonnie McMoraw	Co. Name: Brawner Builders, Inc. Address: 11011 McCormick Rd, Suite 300 Hunt Valley, MD 21031	410-666-2500		bonniemcmoraw@ brawner-builders.com
ASHLEY SCHANTZ	Co. Name: WGT TOMKO Address: 3730 COMMERCE DR SUITE 1214 ARLINGTON, MD 21227	443-883-1755		aschantz@ wgtomko.com
EVAN APPLEBY	Co. Name: Kinsley Construction, Inc. Address: 14702 Crown Ln. Hagerstown MD 21740	240-313-4900		eappleby@ KinsleyConstruction.com
	Co. Name: Address:			

Frederick County Public Schools
Purchasing Department
PRE-BID MEETING ATTENDANCE ROSTER

BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT

MEETING DATE/TIME: MONDAY, JULY 8, 2019 @ 10:00 A.M. {BOARD ROOM}

NAME (PLEASE PRINT)	FIRM REPRESENTED (PLEASE PRINT)	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS
Buddy Martin	Co. Name: GLASS CONCEPTS INC Address: 5306 KINGS CT FREDERICK, MD 21703	240.815.5435	240.815.6954	Buddy@GLASSCONCEPTSINC.NET
Dan Lapp	Co. Name: Kelter Brothers, Inc. Address: 1612 Rising Ridge RD Mt. Airy, MD	301-607-9300		DANIEL@KELTERBROTHERS.COM
Kent Lewis	Co. Name: Warner Mech. Address: 217 Monroe Ave Fred MD	301		Kent@warner-mechanical.com
DAVE DOUBOW	Co. Name: WARNER MECHANICAL Address:	3016625387 x. 231		DDoubow@WARNER-MECHANICAL.COM
Dan Shanahan	Co. Name: DENVER-ELEK Address: 3360 KELSO DRIVE BALTIMORE 21221	410 574-8400		dshanahan@denver-elek.com
Tim CAMPBELL	Co. Name: CALLAS CONTRACTORS Address: 10549 DONALDSONVILLE PIKE HAGERSTOWN, MD 21740	301-739-8408		TRHOBES@CALLASCONTRACTORS.COM
MIKE NOBLE	Co. Name: SMART LOCAL 100 Address: 4725 SILVER HILL RD SUITLAND MD	240593-0145		m@smart100.org
Kaita Perez	Co. Name: Ross Contracting, Inc. Address: 1007 Rising Ridge Rd. Mt. Airy, MD 21771	301-831-5500	301-831-5900	bids@rosscontracting.com
	Co. Name: Address:			
	Co. Name: Address:			
	Co. Name: Address:			

Frederick County Public Schools
Purchasing Department
PRE-BID MEETING ATTENDANCE ROSTER

BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT

MEETING DATE/TIME: MONDAY, JULY 8, 2019 @ 10:00 A.M. {BOARD ROOM}

NAME (PLEASE PRINT)	FIRM REPRESENTED (PLEASE PRINT)	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS
JERRY FOUCHE	Co. Name: PLEASANT CONSTRUCTION Address: 24024 FREDERICK RD CRANFORD, MD. 20871	301-428-0800	301-428-3922	jfouche@pleasantconstruction.com
BRAND SMITH	Co. Name: BRENN & COMPANY CPW Address: 1221 HEDGESVILLE RD Martinsburg	304-262-8103	304-262-8104	brand.smith@brennfirm.com
Amy Estell + Marcus Gava	Co. Name: PAVANI GAVA LLC Address: 62 Concord Dr. Brunswick MD	246-578-7871		pavani.flooring@gmail.com
Austin Lynch	Co. Name: Kalkreuth Roofing & Sheet Metal Address: 5766 Industry Lane Frederick, MD 21704	301-418-6106		alynch@krsn.net
MIKE SEEBOLD	Co. Name: W.F. KLINGENSMITH Address:	301-699-6070		MIKE@WFKLINGENSMITH.COM
Jesse Keene	Co. Name: Digging & Rigging, Inc. Address:	301-237-9509		jkeene@digrig.com
GARY HANN	Co. Name: ACCUBIO CIVIL CONSTRUCTION Address: 1010 DEER HOLLOW DR MT AIRY MD	301-829-2500		GHANN@ACCUBIO.NET
Walter O'Connor	Co. Name: Accubio Civil Const Address: 1010 Deer Hollow Dr Mt Airy	301-829-2500		w.oconnor@accubio.net
	Co. Name: Address:			
	Co. Name: Address:			
	Co. Name: Address:			

Frederick County Public Schools
Purchasing Department
PRE-BID MEETING ATTENDANCE ROSTER

BID 19C14, ROCK CREEK SCHOOL REPLACEMENT PROJECT

MEETING DATE/TIME: MONDAY, JULY 8, 2019 @ 10:00 A.M. {BOARD ROOM}

NAME (PLEASE PRINT)	FIRM REPRESENTED (PLEASE PRINT)	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS
Kim Miskell	Co. Name: Address: FCPS			
Keri Purdum Matheis	Co. Name: Proffitt & Associates Arch. Address: 49 S. Carroll St., Frederick, MD	301-662-8532		kpurdum@proffittandassociates.com
Donna Rosano	Co. Name: PROFFITT & ASSOC. Address: 49 S. CARROLL ST. FREDERICK, MD	301-662-8532		drosano@proffittandassociates.com
MITT EVANS	Co. Name: DIVISION Address:			
Lloyd Hill	Co. Name: DUSTON Address:	301-890-430		B.Ds@dustonconstruction.com
John Prockett	Co. Name: DUSTON Address:	U		" "
	Co. Name: Address:			
	Co. Name: Address:			
	Co. Name: Address:			
	Co. Name: Address:			
	Co. Name: Address:			