

**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5208 phone  
301-644-5213 fax



Kerrie Koopman CPPB, CPPO,  
Purchasing Manager  
**Kim Miskell, CSBO, Assistant Purchasing  
Manager**  
Bill Meekins CPPB, CPPO, CSBO, CPCP,  
Purchasing Agent  
Shane Ryberg, Purchasing Agent

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RFP NUMBER/NAME: 21MISC4, Construction Management Inspection and Testing Services

RFP ISSUE DATE: August 19, 2020

CONTRACT MANAGER: Kim Miskell, CSBO, Assistant Purchasing Manager, [kim.miskell@fcps.org](mailto:kim.miskell@fcps.org)

CONTRACT ADMINISTRATOR: Brian Staiger, Senior Project Manager, Capital Programs Department, [brian.staiger@fcps.org](mailto:brian.staiger@fcps.org)

QUESTIONS: In lieu of a pre-proposal meeting, questions will be due no later than 4:00 P.M., local time, on September 3, 2020. 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](http://www.fcps.org/bidlist). If you have problems downloading this bid or applicable addenda, contact: [amy.beall@fcps.org](mailto:amy.beall@fcps.org)

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

PROPOSAL DUE DATE: 2:00 P.M., local time, on September 11, 2020  
**RFP's will be opened and publicly read utilizing Skype Business:**  
**Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906**  
Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>

RFP SUBMISSION: Due to COVID-19, in order to protect our Vendors and Staff, the Purchasing Department will only be accepting on-line bid submissions via [ProcureNow](https://secure.procurenow.com/portal/fcps) <https://secure.procurenow.com/portal/fcps>  
Meeting URL: <https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1>  
Proposals must be properly marked with vendor's business name, address, bid name and number on the envelope or package. Do not return the following pages: cover page, table of contents, map, calendar, directory or terms and conditions.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: October 21, 2020

ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage [www.procurement.maryland.gov](http://www.procurement.maryland.gov). FCPS will no longer accept bidder's applications.

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# THE SCHOOL YEAR AT A GLANCE

## 2020

August 31 (Monday)	First Day of School
September 7 (Monday)	Schools* and Offices Closed
September 25 (Friday)	Schools* Closed
September 28 (Monday)	Schools* Closed
October 2 (Friday)	2-Hour Early Dismissal for Students
October 16 (Friday)	Schools* Closed for Students
October 21 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 22 (Thursday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 23 (Friday)	3 ½-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open Full Day
November 3 (Tuesday)	Schools** Closed
November 9 (Monday)	Schools* Closed for Students
November 25 (Wednesday)	Schools* and Offices Closed
November 26-27 (Thursday-Friday)	Schools** and Offices Closed
December 11 (Friday)	2-Hour Early Dismissal for Students
December 24-25 (Thursday-Friday)	Schools** and Offices Closed
December 28-31 (Monday-Thursday)	Schools** Closed

## 2021

January 1 (Friday)	Schools** and Offices Closed
January 18 (Monday)	Schools** and Offices Closed
January 29 (Friday)	Schools* Closed for Students
February 15 (Monday)	Schools** and Offices Closed
March 3 (Wednesday)	2-Hour Early Dismissal for Students
March 29-31 (Monday-Wednesday)	Schools* Closed
April 1 (Thursday)	Schools* Closed
April 2-5 (Friday-Monday)	Schools** and Offices Closed
April 12 (Monday)	Schools* Closed for Students
May 18 (Tuesday)	2-Hour Early Dismissal for Students
May 31 (Monday)	Schools** and Offices Closed
June 22*** (Tuesday)	2-Hour Early Dismissal/Last Day of School for Students

\*BOE Determined

\*\*State Mandated (See page 40)

\*\*\*This calendar includes 5 days for snow or other emergency closings. FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 16, 17, 18, 21, and 22. If no snow days are used, the last day for students is Tuesday, June 15. The June 2-hour early dismissal will occur on the last day of school for students. 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. Dates are subject to BOE revision.

## Get Calendar Details:

[www.fcps.org/calendar](http://www.fcps.org/calendar)

Like us on Facebook: FCPS Maryland

Follow us on Twitter: @FCPSMaryland

Select FindOutFirst email calendar updates and emergency-closing text messages:

[www.fcps.org/fof](http://www.fcps.org/fof)

See the Calendar Handbook months pages



FCPS Maryland



@FCPSMaryland



[www.fcps.org/fof](http://www.fcps.org/fof)

All dates are subject to change, as the COVID-19 pandemic continues to impact educational programs and school operations during the 2020-2021 school year. The *Maryland Strong Roadmap to Recovery* and the Maryland State Department of Education's *Recovery Plan for Education* guide FCPS in determining responses that will best keep students and staff safe as we work to achieve our mission to reach, challenge and prepare all students for success. Please check [www.fcps.org/update](http://www.fcps.org/update) and monitor FCPS FindOutFirst messages for the newest information. ★

# DIRECTORY OF SCHOOLS

## ELEMENTARY

1. **Ballenger Creek** ♦ 240-236-2500  
Ms. Megan Stein, Principal  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501
2. **Brunswick** ♦♦ 240-236-2900  
Mr. Justin McConaughy, Principal  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901
3. **Butterfly Ridge** ♦♦♦♦ 240-566-0300  
Dr. Patricia Hosfelt, Principal  
601 Contender Way  
Frederick, MD 21703  
Fax 240-566-0301
4. **Carroll Manor** ♦♦ 240-236-3800  
Ms. Kimberly Robertson, Principal  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801
5. **Centerville** 240-566-0100  
Ms. Karen Hopson, Principal  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101
6. **Deer Crossing** 240-236-5900  
Ms. Amy Routzahn, Principal  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901
7. **Emmitsburg** ● 240-236-1750  
Ms. Amber Madigan, Principal  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751
8. **Glade** ♦♦ 240-236-2100  
Mr. Stephen Raff, Principal  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101
9. **Green Valley** 240-236-3400  
Dr. Giuseppe Di Monte, Principal  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401
10. **Hillcrest** ♦♦♦♦ 240-236-3200  
Mr. Karl Williams, Principal  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201
11. **Kempstown** 240-236-3500  
Ms. Kathryn Golightly, Principal  
3456 Kempstown Church Road  
Monrovia, MD 21770  
Fax 240-236-3501
12. **Lewistown** ♦ 240-236-3750  
Ms. Belinda Fockler, Principal  
11119 Hessong Bridge Road  
Thurmont, MD 21788  
Fax 240-236-3751
13. **Liberty** 240-236-1800  
Ms. Jana Strohmeier, Principal  
11820 Liberty Road  
Frederick, MD 21701  
Fax 240-236-1801
14. **Lincoln** ♦♦♦ 240-236-2650  
Mr. Eric Rhodes, Principal  
200 Madison Street  
Frederick, MD 21701  
Fax 240-236-2651
15. **Middletown** 240-236-1100  
Grades 3-5  
Ms. Jan Hollenbeck, Principal  
201 East Green Street  
Middletown, MD 21769  
Fax 240-236-1150
16. **Middletown Primary** ♦♦ 240-566-0200  
Grades Pre-K-2  
Ms. Sandra Fox, 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. Dana Austin, 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**  
Ms. Kimberly Clifford, 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. Tracy Poquette, Principal  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001
22. **Oakdale** 240-236-3300  
Ms. Leigh Warren, Principal  
5830 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-3301
23. **Orchard Grove** ●♦ 240-236-2400  
Mr. Jay Corrigan, Principal  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401
24. **Parkway** 240-236-2600  
Ms. Nicole Bell, 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  
Dr. DeVeda Coley, Principal  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601
27. **Sugarloaf** 240-566-0500  
Ms. Tess Blumenthal, Principal  
3400 Stone Barn Drive  
Frederick, MD 21704  
Fax 240-566-0501
28. **Thurmont** 240-236-0900  
Grades 3-5  
Ms. Debra O'Donnell, Principal  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901

29. **Thurmont Primary** ● 240-236-2800  
Grades Pre-K-2  
Dr. Michele Baisey, Principal  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801
30. **Tuscarora** ● 240-566-0000  
Dr. Kimberly Mazaleski, Principal  
6321 Lambert Drive  
Frederick, MD 21703  
Fax 240-566-0001
31. **Twin Ridge** ♦ 240-236-2300  
Ms. Heather Hobbs Michael, Principal  
1106 Leafy Hollow Circle  
Mt. Airy, MD 21771  
Fax 240-236-2301
32. **Urbana** ♦ 240-236-2200  
Ms. Tracy Hilliard, Principal  
3554 Urbana Pike  
Frederick, MD 21704  
Fax 240-236-2201
33. **Valley** ● 240-236-3000  
Ms. Jennifer Hyde, Principal  
3519 Jefferson Pike  
Jefferson, MD 21755  
Fax 240-236-3001
34. **Walkersville** ♦ 240-236-1000  
Ms. Christina McKeever, Principal  
83 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-1050
35. **Waverley** ♦♦♦ 240-236-3900  
Dr. Allie Watkins, Principal  
201 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-3901
36. **Whittier** ♦♦♦ 240-236-3100  
Mr. Lorcán ÓEithir, Principal  
2400 Whittier Drive  
Frederick, MD 21702  
Fax 240-236-3101
37. **Wolfsville** 240-236-2250  
Ms. Linda Stuart, Principal  
12520 Wolfsville Road  
Myersville, MD 21773  
Fax 240-236-2251
38. **Yellow Springs** 240-236-1700  
Ms. Susan Gullo, Principal  
8717 Yellow Springs Road  
Frederick, MD 21702  
Fax 240-236-1701

## Middle (continued)

50. **West Frederick** 240-236-4000  
Ms. Pattie Barnes, Principal  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050
51. **Windsor Knolls** 240-236-5000  
Mr. Brian Vasquez, Principal  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001

## HIGH

52. **Brunswick** 240-236-8600  
Mr. Michael Dillman, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
53. **Catoctin** 240-236-8100  
Ms. Jennifer Clements, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
54. **Frederick** 240-236-7000  
Dr. David Franceschina, Principal  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
55. **Governor Thomas Johnson** 240-236-8200  
Ms. Tracey K. Kibler, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
56. **Linganore** 240-566-9700  
Ms. Cynthia Hanlon, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
57. **Middletown** 240-236-7400  
Mr. Bernard Quesada, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
58. **Oakdale** 240-566-9400  
Ms. Lisa Smith, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
59. **Tuscarora** 240-236-6400  
Mr. Christopher Berry, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401



## KEY

- ▶ Half-day pre-kindergarten program available
- Full-day pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

## MIDDLE

39. **Ballenger Creek** 240-236-5700  
Mr. Jay Schill, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
40. **Brunswick** 240-236-5400  
Mr. Everett Warren, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401
41. **Crestwood** 240-566-9000  
Mr. Neal Case, Principal  
7100 Foxcroft Drive  
Frederick, MD 21703  
Fax 240-566-9001
42. **Governor Thomas Johnson** 240-236-4900  
Ms. Maggie Gilgallon, Principal  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901
43. **Middletown** 240-236-4200  
Mr. Paul Fer, Principal  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250
44. **Monocacy** 240-236-4700  
Mr. Reginald Gunter, Principal  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701
45. **New Market** 240-236-4600  
Ms. T.C. Suter, Principal  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650
46. **Oakdale** 240-236-5500  
Mr. Daniel Enck, Principal  
5810 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-5501
47. **Thurmont** 240-236-5100  
Ms. Janine Smith, Principal  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101
48. **Urbana** 240-566-9200  
Mr. Andrew Kibler, Principal  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201
49. **Walkersville** 240-236-4400  
Mr. Frank Vetter, Principal  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401

60. **Urbana** 240-236-7600  
Mr. David Kehne, Principal  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
61. **Walkersville** 240-236-7200  
Dr. Stephanie Ware, Principal  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250

## OTHER

62. **Career and Technology Center** 240-236-8500  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
63. **Carroll Creek Montessori Public Charter School \*** 240-566-0600  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 240-566-0601
64. **Frederick Classical Charter School** 240-236-1200  
Dr. Camille S. Bell, Principal  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201
65. **Frederick County Virtual School (includes Flexible Evening High School)** 240-236-8450  
TBD, Principal  
c/o GTJMS  
1799 Schifferstadt Boulevard  
Room 116  
Frederick, MD 21701  
Fax 240-236-8451
66. **Heather Ridge School** 240-236-8000  
Ms. Elizabeth Stiffler, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
67. **Monocacy Valley Montessori Public Charter School \*** 240-236-6100  
Ms. Amy Dorman, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 240-236-6101
68. **Rock Creek School** 240-236-8700  
Ms. Katie Buckley, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

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

**1. BIDDER REGISTRATION**

- a. All Frederick County Public School (FCPS) suppliers and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage <https://emma.maryland.gov>. FCPS will no longer accept bidder's applications.
- b. Contractors are required to register with eMaryland Marketplace Advantage <https://emma.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. 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 Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

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

**3. 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 addendum.

- b. 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.
- c. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided. FCPS proposal forms format shall not be altered.
- 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:
  - i. Proposal pages completely and accurately filled out:
    - Verify all mathematical calculations.
    - Do NOT use white-out/correction tape.
    - Strike through errors, initial and make correction.
    - Initial corrections.
  - 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.
  - v. Conflict of Interest Form completed and signed.
  - vi. W-9 (This is the company information that will be entered in the FCPS supplier database).
  - vii. Certificate of Insurance (if applicable).
- 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 tax certification number. Visit the following website to ensure compliance: [www.Egov.maryland.gov/BusinessExpress](http://www.Egov.maryland.gov/BusinessExpress) .
- 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, which must match the information on the submitted W-9, 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. 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 supplier's business

#### **4. BID PRICING**

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II – FCPS Specific Terms and Conditions. FCPS retains the right, with mutual consent of the bidder(s), to utilize the bid pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II – FCPS Specific Terms and Conditions.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II – FCPS Specific Terms and Conditions.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.
- g. If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A “NO BID” or “N/A” notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. 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.
- k. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II – FCPS Specific Terms and Conditions.
- l. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their

unit pricing.

## **5. 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

## **6. ADDENDUM**

- a. All changes to the bid solicitation will be made through appropriate addendum issued from the Purchasing Department.
- b. Addendum will be available on the FCPS Purchasing Department webpage. All suppliers who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addendum will be issued a minimum of four (4) days prior to the bid opening date, unless the addendum issued extends the due date. (verified with COMAR, which states addendums within a "reasonable" time)
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all addendum issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addendum will not relieve that bidder from any obligations under this solicitation as amended by addendum. All addendum so issued will become a part of the award and contract documents.

## **7. 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, via written request approved by the Purchasing Manager.
- 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. It is the responsibility of the supplier to ensure that submittals are delivered on time, to the proper location listed in the solicitation.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, will 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, refer to Section 2(e) for closing and delays.

## **8. OPENING OF BIDS**

- a. Sealed bids will be publicly 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 three 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](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

## **9. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS**

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II – FCPS Specific Terms and Conditions. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.
- e. The detailed literature is to be arranged and labeled according to item number referenced on the solicitation document.
- f. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing



Department shall be cause for rejection of that item.

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

## **10. SAMPLES**

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

## **11. GUARANTEES AND WARRANTIES**

- a. The awarded supplier(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 – FCPS Specific Terms and Conditions.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded supplier(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 supplier(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 supplier(s).

## **12. 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 – FCPS Specific Terms and Conditions, 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.

### **13. 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, addendum, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II – FCPS Specific Terms and Conditions, 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 supplier(s). Changes may not significantly alter the original scope of the agreement.

### **14. PROTESTS**

- a. The Purchasing Manager 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 suppliers 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 \$50,000 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.

## **15. 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 supplier. This decision shall be final and conclusive unless, within 30 days, the supplier 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 supplier will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the supplier 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.

## **16. CONTRACT ASSIGNMENT**

- a. The awarded supplier(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 supplier(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 supplier(s)
- d. The awarded supplier(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 supplier(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.

## **17. 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 supplier 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 supplier
- c. The cost of termination may be paid from any appropriation available for that purpose.

## **18. HOLD HARMLESS**

It is understood that the awarded supplier 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.

## **19. TERMINATION FOR DEFAULT**

- a. When an awarded supplier 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 supplier terminate the whole or any part of the contract in any of the following circumstances:
  - i. If the supplier fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the supplier 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 supplier 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 supplier 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 supplier 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.

## **20. 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 supplier(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 supplier does not have a right to unilateral termination for convenience.

## **21. GOVERNING LAW AND VENUE**

- a. The supplier will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the supplier 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 suppliers and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The supplier 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.
- d. 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.

## **22. 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 supplier(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 supplier(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 supplier'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 supplier and the public agency.

- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded supplier(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 supplier(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

## **23. PACKAGING AND DELIVERY REQUIREMENTS**

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Supplier Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II – FCPS Specific Terms and Conditions, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II – FCPS Specific Terms and Conditions, of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II – FCPS Specific Terms and Conditions.
- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II – FCPS Specific Terms and Conditions.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded supplier(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- j. The supplier will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

## **24. BILLING AND PAYMENT**

- a. Invoices shall be submitted to: [accounts.payable@FCPS.org](mailto:accounts.payable@FCPS.org) or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS

Accounts Payable Department  
191 South East Street  
Frederick, MD 21701

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

## **25. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded supplier(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 supplier(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

## **26. LIQUIDATED DAMAGES**

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded supplier(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.
- b. If the awarded supplier(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded supplier(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.



- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded supplier(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded supplier(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded supplier(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

## **27. SAFETY REQUIREMENTS**

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

## **28. PATENTS**

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

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

All FCPS technology based instructional products (instructional software, online resources, and

computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, and the most recent revision of WCAG Standards at level AA, for accessibility by students and staff, with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

**30. 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 supplier(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 supplier 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 supplier, 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 supplier 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 supplier(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 – FCPS Specific Terms and Conditions.
- c. The awarded supplier(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 supplier(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 supplier 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.
- f. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. For additional information, visit:
  - Maryland State Department of Education Website;
  - House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention;
  - MSDE Guidelines For MD. Code, Educ. 6113.2;
  - Employment History Review Form for Child Abuse and Sexual Misconduct

Effective immediately, we will not fingerprint staff provided to FCPS by contractors or staffing

agencies. Based on recent procedural review and guidance received from the state of Maryland, it is confirmed that the fingerprint records from the state's Criminal Justice Information System (CJIS) are to be processed and kept by employers only. This means that the contractors providing staff to FCPS are responsible to perform the CJIS fingerprint check since they are the employers of staff being provided to FCPS under various agreements. The fingerprint check required by FCPS and all Maryland school districts is the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

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

- a. All awarded suppliers 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.

### **32. 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 supplier(s) whose employees violate this clause may be subject to the termination of the contract for cause.

### **33. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded supplier(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 supplier(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.

### **34. 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 supplier(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.

### **35. STUDENT/STAFF CONFIDENTIALITY**

Under no circumstances may any supplier /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.

#### Security & Confidentiality

“Company” shall adopt, implement, and maintain commercially reasonable security measures and procedures (including firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis. “Company” acknowledges that the CUSTOMER data housed on the “company” system is the property of CUSTOMER and “company” agrees not to use such data for any purpose except to the extent necessary to fulfill its obligations under the agreement. “Company” agrees that it shall treat the CUSTOMER data with the same degree of care as it accords its own confidential information of a similar nature. “Company” will agree to comply with the provisions regarding the protection of confidential student data as proscribed in the Student Data Privacy Act of 2015 (H.B. 298), and FCPS Policy 442: Student Data Privacy.

### **36. 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.

### **37. 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 supplier 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.

### **38. 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.

### **39. 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 supplier 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.

### **40. CONFLICT OF INTEREST**

All suppliers interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Suppliers Conflict of Interest Disclosure Form included in the solicitation packet, in order to be eligible to be awarded a contract with FCPS.



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

**1. PURPOSE**

The Operations Division, Construction Management Department, of Frederick County Public Schools (FCPS), utilizes third party inspection services as part of a comprehensive Quality Control Program. These inspection services monitor and establish documentation pertaining to the performance of trade contractors in the performance of the work, whether contracted by lump sum or on a unit price basis. This testing is required as part of the review process required to obtain Final Inspection Approval from Frederick County Government and State agencies

These services shall be provided in accordance with this "Indefinite Quantities", or open requirements type contract. Specific project assignments will be determined later, and there is not a fixed lump sum total contract price/value attached to this bid. After contract award, FCPS will issue a Purchase Order for each project as needed throughout the contract period. The amount of the Purchase Order will be based on the unit prices/hourly rates bid using estimated quantities either provided by the firm through advance quotation, or based on the specific requirements determined by the project inspector or manager. Frederick County Public Schools may also utilize this contract strictly for inspection services, or engage the firm to perform related professional services. For ongoing projects, FCPS may continue to purchase services from the firm or individual (off-contract) previously engaged, or hire the firm receiving award of this new bid to step into an ongoing construction project, at FCPS discretion.

The Architect and or Engineer of record establishes the project design and the inspections are verification of compliance with that design or recognized standards. In the event no standard requirement is specified, the testing services provided shall be certified by the testing agency for each phase of the projects and final written certification shall be provided to FCPS for the project at completion of construction. The phases may include storm water ponds, structures and there installation, structural fill, building pads, foundations, rebar, structural steel, retaining walls, thru wall flashings, structural Fill (roadways, parking), installations, Building Concrete, floors, ramps, and reinforcement, site concrete and reinforcement, except fence post, structural steel and decking, retaining walls, asphalt, fire/smoke proofing, roofing, thru-wall flashing, and final building certification.

FCPS may request a professional assessment by the agency/firm for conditions inspected or tested by other firms/individuals. In the event FCPS requests the agency to provide design criteria, that design shall be sealed by the testing agency's professional engineer.

**2. CONTRACT PERIOD**

The initial term of the contract will be effective for a three (3) year period, from the date of award through September 30, 2023. FCPS retains the right and option to extend this contract for three additional one-year terms at the discretion of the Board of Education. Upon submission of proposal, the contractor consents to the possibility of contract renewal as a condition of award and acknowledges that all terms and condition remain unchanged.

### 3. SCOPE

The following represents the types of inspection and testing services that may be required. The cost for other inspections if necessary will be negotiated with the inspection agency on a per project basis.

Laboratory testing indicated by the following referenced ASHTO or ASTM standards

One Point  
T 272  
Proctors:  
T 180 D1557 with D4718  
Correction  
T 99 D 698 with D4718  
Correction  
Soil Particle Size  
D 422  
Liquid Plastic Limit  
D 4318  
Specific Gravity  
T 100 D 854  
Topsoil  
PH 4972  
Bio-Retention Pond Testing  
  
California Bearing Ratio  
E 1883  
Test Curing & Compressive Strength  
Concrete Cylinders C192, C1231  
Mortar Cube C1019  
Prism CMU or Brick  
E 477

Other visual inspections as required by FCPS: retaining walls, fire/smoke proofing and thru-wall flashing have been added to this RFP for visual inspection and certification

Field inspecting & testing as follows in accordance with project specifications, ASHTO or ASTM standards

Proof Rolling  
Density  
Nuclear  
Sand Cone  
One Point  
Bearing  
Drop Hammer  
Concrete Testing  
Cylinders C 96  
Slump  
Air Entrainment  
Temperature  
Mortar Cubes  
C 1019  
Prism CMU or Brick  
E 447  
Structural Steel  
Concrete reinforcement  
Visual  
Ultrasonic  
Plumb  
Asphalt  
Visual and density  
Fire Stop & Smoke Sealing  
Visual  
Core Drilling  
Concrete  
Asphalt  
Swiss Hammer / Windsor Probe  
In place testing  
Vibration Monitoring / Per Unit Cost  
Pre & Post Existing Conditions Survey

### 4. PRICING

- a. All prices shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.

- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

## **5. CONTRACT TERMS**

- a. This is an open requirement type contract and no guarantee of any work is expressed or implied.
- b. If an awarded contractor fails to respond to a request for quote on more than two occasions, they may be subject to contract termination or non-renewal.
- c. FCPS reserves the right to replace a terminated/non-renewed vendor with another vendor from the original proposal ranking and cost evaluation, by mutual agreement.
- d. Billable hours will start at Frederick County Public Schools (FCPS)' project site. In the event an inspector or other management personal is scheduled to inspect or review multiple sites the actual time spent will be the billable time for that individual. A minimum hourly charge shall not be billed to any one project when the inspection firm is required to inspect, review or pick-up test specimens at other Frederick County Public School sites. Two hours show-up time will be approved in the event inspections are cancelled by the construction manager contractor or owner. Inspections and canceled inspections shall be billed according to the actual hours worked or two hours minimum if less than two hours are spent inspecting and no other Frederick County Public School projects require inspection, pick-up test specimens or review.
- e. The contractor shall submit billing on a per project basis. The purchase order number must be clearly identified on the bill for proper tracking. Bills are to be submitted no less than on a monthly cycle and payment will be made within twenty-five days after FCPS receives proper billing. When a construction manager is scheduling the testing agency, the firm shall submit billing directly to the construction manager for review / approval. The construction manager will then forward the bill to FCPS Operations Department for approving for payment by the Finance Department. In every instance concrete cylinder tests shall be capped.
- f. Overtime rates shall not exceed one- and one-half times the rate paid the employee plus labor burden. Submit labor burden rates per employee classification when requested by FCPS, this information would be for verification only. Inappropriate charges included in your labor burden may be reason for rejection of the bid. The overtime rate clause is also applied to Specialized Equipment Operators / Inspectors, overtime rates are not permitted for equipment.
- g. Specialized Equipment for the performance of standard inspections for Soil, Concrete, Asphalt, and Steel shall be included in the Inspectors' rate. An exception to equipment charges is made for core boring and ultrasonic testing equipment which will be billed half-day minimum for less than 5 hours and all-day rate in excess of 5 hours with no increase for overtime if required to complete inspection that day. See overtime rates below for specialized equipment operators.
- h. Mileage will be paid at the current Federal Government rate between FCPS Projects. FCPS has Mileage charts for existing sites or your technician may record the actual mileage between Frederick County Public School sites and provide that information with the statement. Mileage from or to the inspection firm, lab, and to and from the employees' home or other location is the responsibility of the inspection firm or the inspection firms' employee as appropriate. The Federal mileage rate is updated July of each year.
- i. FCPS expects the Inspection firm to have properly trained inspectors on the sites. The Management, supervisory and certification hours shall not exceed 2 management hours to 40 inspector hours. Hours in excess of the aforementioned Management time shall be considered training of your

inspection staff. When FCPS request additional management for specialized testing or special site conditions the cost of such services shall be identified for the requested services and billed at the rates bid.

- j. Density or moisture test with nuclear testing equipment shall be verified by on site one-point testing. Minimum verification will be one sand cone and one-point test per 25 nuclear density test unless otherwise required by varying soils conditions, appearance or inconstant data readings by nuclear testing equipment. If awarded this bid, the inspection agency shall accept certifications for work completed and inspected by previous inspection agencies should FCPS require the awarded agency to inspect projects in progress.
- k. The Inspection agency shall provide a review of the proposed hours and actual hours spent on each type of inspection, laboratory type and management hours charged. This review shall occur when 70 % to 80 % of the purchase order funding has been billed to FCPS. A complete cost analysis for each project after the final certification for the project is submitted the break down shall reflect the total charges FCPS paid the inspection agency testing, inspection and certification services.

Test results and correspondence distribution, when a seal is required not less than six copies of the sealed test reports are required for testing and certification provided by the terms of this bid. Inspection reports will be made available shortly following the actual inspection. (Hand written by the technician if necessary providing the contractor with approval or rejection of the test)

FCPS requires the following distribution of test reports at the time of the test: one copy of the hand-written inspection will be provided to FCPS project manager, the contractor installing the work to be tested and the project General Contractor or Construction Manager. As appropriate, Architect, Engineer, other design professional and any code enforcement official may request test reports and will be identified specifically by project. The code enforcement inspector normally only requires a final certified approval. The Testing Agency shall certify completed inspections at the end of each phase: Structural Fill (building pad), Foundations & Reinforcing, Structural Steel, Retaining Walls, thru wall flashings, Structural Fill (roadways, parking), Storm Water piping, structures and above and below grade storm water retention devices and pond installations, Building Concrete & reinforcing (floors, ramps, etc), site concrete and reinforcing.

## **6. CERTIFICATION CRITERIA:**

This project requires the following Certifications, AASHTO, ACI, and Corps of Engineers, other as required by ASTM and other industry standards of Engineers for both the Laboratory and the employees performing the inspections.

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

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

### **a. Worker's Compensation**

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

### **b. Employers' Liability Insurance**

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

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

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

c. Commercial General Liability Insurance

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

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

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

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

d. Scope of Insurance and Special Hazards

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

e. Comprehensive Automobile Liability

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

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

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the

subcontracts, Liability Insurance of the type and in the same amounts as specified above; or

- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Proof of Carriage of Insurance

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

h. Professional Liability Insurance

The contractor shall maintain professional liability and errors and omissions coverage in the minimum amounts of \$1,000,000 per claim and \$2,000,000 in aggregate.

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Council, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

**8. TECHNICAL PROPOSAL:**

In a concise written proposal, please address each of the following as it pertains to the qualifications of your firm or means and methods to be employed in performance of services:

**Company Information & References**

- Provide your firm's address that will be servicing FCPS. If your firm has more than one location that could potentially service FCPS, they should be included.
- Provide the names, telephone number, and office location of the individual(s) that will be in communication with FCPS. If your firm has multiple locations that may service FCPS, please provide this information for each location.
- Provide the name, address, telephone number and email address of at least five entities, but not more than ten, for which the firm has provided similar inspection services during the past five years. Public School references are preferred when available.
- Provide a copy of your firm's Maryland State Business License

**Experience**

- Describe the firm's experience with similar Inspection Services and professional consulting for construction.
- List 10 most recent projects with inspection requirements similar to those listed and other test as an inspection firm would assume may be required for public school construction projects. List the building Sq. Ft., site acreage, the hours of testing necessary to certify the work.

**Capabilities**

- Describe the firm's size to include the number and description of technical and support staff and

- locations of offices available for servicing FCPS projects.
- Describe the firm's current workload and its ability to provide services required by this proposal.
- Provide detailed and concise resume for inspectors that would be utilized for Frederick County Public School inspection services. List a minimum of five individuals and a maximum of 10 individuals with credentials and 2 years' experience for the various types of inspections requested.
- Provide any additional certifications for inspection and testing your firm/individuals possesses. Additional certifications must be relevant for inspections necessary on the following types of projects: school construction, renovation, site work, modifications to include filling of sink hole and other types of repairs to school grounds and buildings.
- Provide detailed and concise resumes for laboratory technicians (not less than three individuals).
- Provide detailed and concise resume of those providing oversight and supervision for inspectors (not over three individuals), one fulltime and two back up individual that will be involved in Frederick County Public School Projects.
- Provide a resume for the firms Registered Engineer that will Seal and certify the project inspections; if one of the above resumes is also the firms certifying engineer, please clearly indicate on the appropriate resume.
- Other résumés for the Owner or Management of the firm bidding with Frederick County Public School Projects may be considered.

## **9. PROFESSIONAL LIABILITY INSURANCE**

The contractor shall maintain professional liability and errors and omissions coverage in the minimum amount of \$2,000,000.

## **10. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their proposal package until after the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted separately on-line via ProcureNow (<https://secure.procurenow.com/portal/fcps>).
- c. Technical Proposal:
  - i. The technical proposal submission will include the following forms completed:
    - Technical Proposal
    - Statutory Affidavit and Non-Collusion Certification (signed)
    - Certification of Compliance (signed)
    - Supporting documents
- d. Cost Proposal:
  - i. The Cost Proposal will include the following forms completed:
    - Representations/Signature Page completed and signed.
    - Form of Proposal – Pricing
  - ii. No separate costs for mileage, overhead or miscellaneous are acceptable. All costs are to be included in the rates on the Form of Proposal.

## **11. EVALUATION AND AWARD**



- a. Technical Proposals submitted will be evaluated by a committee comprising a minimum of three FCPS staff members.
- b. Each member of the selection committee will independently review and evaluate each technical proposal using a point formula during the review process to score proposals. The full committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite score for each firm.
- c. The technical proposal will consist of a combination of formats, including but not limited to a questionnaire, interview and/or site visit, and includes appraisals of various aspects of the bidder's business including capacity, financials, quality assurance, organization structure and processes and performance.
- d. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format.
- e. A total of 60 points will be assigned for the technical proposal and will be assigned as follows:
  - Thoroughness of Proposal Submission 5
  - Company Information and References 10
  - Firm's Experience 10
  - Firm's Capabilities 35
  - Certifications 5
- f. Final ranking will be made based on a combination of technical and cost scores.
- g. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned.
- h. It is FCPS's intention to recommend award to the top most qualified firm(s).

## **12. VENDOR PERFORMANCE EVALUATION**

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
  - i. Delivery
  - ii. Response time
  - iii. Backorders
  - iv. Quality of deliverables
  - v. Invoicing
  - vi. Sales data (Contract data, non-contract data)
  - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the RFP document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.

- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

**RFP #21MISC4, CONSTRUCTION MANAGEMENT INSPECTION & TESTING SERVICES  
COST/PRICE PROPOSAL**

(Note: Inspectors working on projects other than FCPS will not constitute overtime charges for FCPS inspections, testing, or laboratory analysis.)

<b>Testing Services</b>		<b>Cost Per Unit</b>
Each	D 698 Proctor T 99	
Each	D1557 Proctor T180	
Each	D422 Soil Particle Size	
Each	D4318 Liquid, Plastic Limits & Plastic Index	
Each	D854 Specific Gravity T-100	
Each	California Bearing Ratio E 1883	
Each	Prism - CMU or Brick E 447	
Each	PH (Topsoil Testing) E 447	
Each	Water Testing (Chlorine Final Health Approval)	
Each	Mortar Cubes	
Each Cylinder	Cure, Laboratory	
Each Cylinder	Cylinders, Break	
Each Cylinder	Cylinder, Disposal	

<b>Inspection Services</b>		<b>Straight Time, Up to 40 hours per week employed by FCPS</b>	<b>Overtime, In excess of 40 hours per week employed by FCPS</b>
Hourly Rate	Density, Sand Cone, or One Point Testing		
Hourly Rate	Project Manager		
Hourly Rate	Engineer		
Hourly Rate	Bio-Retention Pond Testing		
Hourly Rate	Concrete, Slump, Cylinders, Air Entrainment		
Hourly Rate	Bearing, Drop Hammer		
Hourly Rate	Structural Steel Inspection		
Hourly Rate	Pick Up Test Cylinders (no other inspections for FCPS)		
Hourly Rate	Rebar Replacement (without concrete testing)		
Hourly Rate	Asphalt Compaction		
Hourly Rate	Fire Safeing		
Hourly Rate	Proof Rolling		
Flat 4 Hours	Ultrasonic Testing		
Flat 4 Hours	Core Boring (4 hour shift)		
Hourly Rate	Core Boring (each hour above 4)		
Per Individual Unit/Per Week Rental	Vibration Monitoring		
Price Per Job, Per Report	Pre/Post Existing Conditions Survey		
Hourly Rate	Inspection Services Not Listed Above		

**RFP 21MISC4, CONSTRUCTION MANAGEMENT INSPECTION AND TESTING SERVICES**  
**SIGNATURE ACKNOWLEDGING COST PROPOSAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGMENT OF ADDENDA (if applicable)**

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

Date Received by Proposer/Bidder:

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

**RFP 21MISC4. Construction Management Inspection and Testing Services**

**FREDERICK COUNTY PUBLIC SCHOOLS**  
**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

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

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

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm of  
the organization named \_\_\_\_\_ whose address is  
(Name of Corporation) \_\_\_\_\_ and that I  
possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am  
acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any  
of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or  
performing contracts with any public bodies has:
  - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of  
the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense  
incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud,  
embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or  
the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail  
Fraud Act, for acts in connection with the submission of bids or proposals for a public or private  
contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority  
business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement  
Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for  
conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for  
acts or omissions in connection with the submission of bids or proposals for a public or private  
contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to  
involvement in any of the conduct described in Paragraph 2 above is as follows:

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

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **RFP 21MISC4. Construction Management Inspection and Testing Services**

### **FREDERICK COUNTY PUBLIC SCHOOLS** **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 school (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. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. 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 \_\_\_\_\_

# Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
<b>Conflict of Interest Disclosure</b>	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

\_\_\_\_\_  
Signature of Vendor Authorized Representative/Date

\_\_\_\_\_  
Printed Name of Vendor Authorized Representative