



Design Build – Smithsburg High School Gym Floor Replacement

Bid 2024-57

Procurement Schedule

Issue Date:	January 18, 2024
Pre-Proposal Meeting:	January 25 @ 4:00 PM ET Smithsburg High School Main Entrance 66 North Main Street Smithsburg, MD 21783
Deadline for Written Questions Submission and Deadline For Manufacturer/Gym Floor System Submission:	January 30 @ 1:00 PM ET
Proposal Due:	February 13, 2024 by 11:00 AM ET 10435 Downsville Pike Hagerstown, MD 21740
Tentative Award Date:	February 2024

Dates and/or times are subject to change by the issuance of written addenda.

WCPS Contract Managers

Procurement Officer
Scott Bachtell
Supervisor of Purchasing
301-766-2842
bachtsco@wcps.k12.md.us

Contract Administrator
Jonathan Kerns
Project Manager
301-766-2817
kernsjon@wcps.k12.md.us

This Bid/RFP document is posted on the WCPS Purchasing website at www.wcpspurchasing.com. This is also the source for any/all addenda. Please register your company for notices about this Bid/RFP and similar projects on our website.

TABLE OF CONTENTS

SECTIONS	Page
I. General Terms & Conditions	3-12
II. Specific Terms & Conditions	13-20
III. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	21-22
IV. Proposal Format	23
V. Proposal Evaluation	23
VI. Specifications/ Scope of Work	24-25
VII. Bid Form of Proposal	26-28

Required Attachments (available as separate documents on the WCPS Purchasing website)

- A. Bid/Proposal Affidavit
- B. Contract Affidavit

For Access to Technical Drawings of Existing Gym Floor Construction:

Please send an email with the subject line, "2024-57 Technical Drawing Request" to the following people:

- Scott Bachtell – BachtSco@wcps.k12.md.us
- Michelle Schultz – SchulMic@wcps.k12.md.us
- Jonathan Kerns - Project Manager – KernsJon@wcps.k12.md.us

SECTION I - GENERAL TERMS AND CONDITIONS

1. Introduction

It is the intent of the Owner to solicit sealed proposals from contractors to establish a contract for the design, provision, and installation of new gymnasium floor system at Smithsburg High School. The existing floor system will be demolished/removed, and a new floor system will be installed. The project will be funded via federal ESSER funds and Davis-Bacon wage rates will apply.

2. Definitions

As contained herein, the terms. "Owner", "WCPS" and "Washington County Public Schools" mean Board of Education of Washington County. The terms "bidder", "offeror", "firm", and "person" are synonymous, and mean an entity submitting a proposal in response to this solicitation. Similarly, the terms "bid", and "proposal", mean the response submitted by an offeror. The term "contractor" means an offeror awarded a contract as a result of this solicitation. The terms "General and Special Provisions", "requirements", "scope", "specifications", and "criteria" mean the services, terms, and conditions required by the RFP.

3. Bidder Registration

Vendors are solely responsible for completing the vendor registration process online at wcpsspurchasing.com. Contact Beverly Bergan, Purchasing Associate, at 301-766-2840, or by email to: bergabev@wcps.k12.md.us if you have any questions or to check the status of your registration. Once registered in the WCPS Vendor Database, you will be able to view current solicitations and may automatically receive notification of certain bid solicitations. Washington County Public Schools will not be held responsible for a company's failure to become and remain a registered Vendor, to identify appropriate commodity/service categories, to keep the self-service vendor account up to date with current contact information, and to accomplish these things in a timely manner. Bidders with a repeated history of not bidding in a specific category may be removed from the Vendor Database for that category at the discretion of the Purchasing Supervisor.

- a. If your firm is already a WCPS registered vendor: You must confirm your account is current and a W-9 must be on file.
- b. Firms must be registered vendors to submit a proposal for this project.

4. Receipt of Bids

- a. A single hard copy of complete proposals (technical proposal, bid form, bid/proposal affidavit) shall be submitted prior to the deadline stated on the cover page of this RFP. Proposals received after the due date and time listed will not be considered. Any proposal may be withdrawn before the scheduled time for opening. Hard copy proposals must be hand delivered to the Owner, and a receipt must be received from the Owner before the due date and time. Bids received prior to the time of opening will be time-stamped and securely kept unopened.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - i. Bidder Name
 - ii. Bid Number and Name
 - iii. Due Date and Time
- c. In the event of inclement weather on the date when bids are scheduled to be opened and the WCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. Often when schools are closed due to inclement weather, administrative offices

remain open. When in doubt, call the Purchasing Department (301-766-2840).

5. Addenda

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Owner.
- b. Addenda will be available on the WCPS Purchasing Department webpage.
- c. Addenda will be issued no later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- d. Each bidder shall ascertain, prior to submitting a bid, that they have received all Addenda issued and the bidder shall acknowledge receipt on the Proposal Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become part of the award and contract documents.

6. Preparation of Bid

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Managers listed on the solicitation cover sheet in writing. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Each bid will 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.
- c. Bidder shall submit one original proposal, with the requested documents signed. Bidders may not submit more than one proposal. Bids must be prepared on the proposal form(s) provided. **WCPS's Price Proposal and other forms shall not be altered.**
- d. Compliance with Laws; The Contractor hereby represents and warrants that:
 - i. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
 - ii. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - iii. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - iv. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract
 - v. **Bidder shall provide proof of compliance to WCPS upon request.**
- e. By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected

for contract award.

- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. WCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

7. Bid Opening

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Washington County.
- c. Final award recommendation, and the bid tabulation, will be posted on the WCPS webpage, after the Board of Education of Washington County approval.

8. Errors in Bid Submissions

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against WCPS for any miscalculation, misunderstanding, error (either omission or commission), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from WCPS when the Bidder failed to fully inform itself.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Supervisor of Purchasing. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Supervisor of Purchasing that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

9. Award or Rejection of Bids

- a. The basis of award shall be the bidder submitting a responsive bid that conforms to the specifications

established in the solicitation with consideration given to the quantities and types of materials involved, adherence to schedule requirements, purpose for which required, competency and responsibility of bidder, and the ability of the bidder to perform satisfactory service, if applicable.

- b. The Owner reserves the right to cancel this RFP, 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, exclusions, or alternate proposals, to conduct discussions with any or all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of the Owner, 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 the Owner, 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 the Owner of their qualifications.
- d. The Board of Education of Washington County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of WCPS.
- 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 Washington 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. WCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive bids have been opened, the Supervisor of Purchasing 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 or the procurement may be re-bid, whichever is deemed to be in the best interests of the Owner.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Washington County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). The signed bid documents, contents of this RFP, and the resulting purchase order will constitute the contract. By submitting a bid, the bidder agrees to the Terms and Conditions listed in this RFP.
- j. The Owner reserves the right to reject the bid of a bidder who has, in the opinion of the Owner, failed to properly perform under previous contracts, or, who investigation shows, is not able to perform the contract.
- k. The Board of Education of Washington County retains the right to:
 - i. Reject any and all bids, if it is deemed in the best interest of WCPS to do so.
 - ii. Request revised or best and final pricing from all qualified bidders.

- iii. Reject bids for one or more of the following reasons:
 1. Failure of the bidder(s) to provide the requested information.
 2. Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.
 3. Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
 4. Collusion or the appearance of collusion, among or between firms.
 5. Lack of responsibility on the part of the bidder, as determined by the Contract Manager.
 6. Submission of a proposal, in whole or in part, that does not meet bid specifications as outlined herein.
 7. Evidence submitted by, or investigation of, bidder fails to satisfy WCPS that the bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.
 8. Other irregularities or inconsistencies within a proposal deemed significant deviations or issues by the Contract Manager.

- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, the Owner 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.

10. Billing and Payment

- a. The Contractor will receive a purchase order shortly after the notice of award letter.
- b. Upon completion of the work including the inspection and signoff, payment will be made to the contractor.
- c. The invoice shall be emailed to the contract administrator.
- d. The invoice shall include the following information:
 - i. Bid Number
 - ii. WCPS Purchase Order Number
 - iii. Description of Work Performed
 - iv. Total Billed
- e. WCPS standard payment terms are Net 30.

11. Contract Assignment

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Owner. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Owner, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Owner, 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. The Owner reserves the right to approve or disapprove all subcontractors to be employed on a project. The Owner further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Owner.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of this RFP and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and the Owner.

12. Subsidiaries

If a Bidder that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Bidder such as, but not limited to, proposed services, description of the Bidder's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

13. Hold Harmless

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Washington 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.

14. Termination for Default

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Owner. The Owner may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Supervisor of Purchasing) after receipt of written notice from the Supervisor of Purchasing of such failure, or:
 - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
 - iv. If a determination is made by the Owner that the obtaining of the contract was influenced by an employee of the Owner having received a gratuity, or a promise therefore, in any way or form.
- b. In the event the Owner terminates the contract in whole or in part, the Owner may procure such products and services, in a manner the Supervisor of Purchasing deems appropriate, and the vendor shall

be liable to the Owner for any additional cost(s) incurred.

- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

15. Termination for Convenience

The contract may be terminated by the Owner in accordance with this clause in whole, or in part, whenever the Owner determines that such a termination is in the best interest of the Owner. Written notice shall be given a minimum of 60 days in advance. The Owner will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

16. Governing Law and Venue

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Washington County, Maryland.

17. Minority and Small Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. However, there is no MBE participation goal for this procurement.

18. Laws and Regulations

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

19. 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 WCPS project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a WCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, WCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. The Owner may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.

- b. Contracted service providers who have regular, direct, and unsupervised access to children cannot begin service without undergoing the same process as new employees. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on WCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign an 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.

20. Drug, Alcohol, and Tobacco-Free Workplace

- a. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.
- b. All awarded vendors and subcontractors must abide by Board Policy GBE while working on any WCPS property at all times.
- c. The Board of Education is committed to providing a safe and productive work environment consistent with the standards of the community in which it operates. Alcohol and drug use/abuse pose a threat to the health and safety of students and employees as well as to the security of equipment and facilities. The Board expects a work environment free of any use, possession, or distribution of alcohol or illegal drugs and the abuse of controlled or non-controlled substances.

21. Weapon Possession on School Property

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

22. Illegal Immigrant Labor

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

23. Protection of Resident Workers Clause

The contractor shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligation under this contract. The Immigration & Nationality Act (INA) includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is

not legally eligible to perform such services or employment. For more information, visit the U.S. Citizenship and Immigration Services website: www.uscis.gov.

24. 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 the Owner 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.
- c. The Owner will notify the vendor if a Freedom of Information Act (FOIA) request is received in connection with a proposal that has confidential information identified.

25. 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. The Owner may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. The Owner reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against the Owner. 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.

26. Non-Collusion

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

27. Ethics Policy

- a. The Board of Education of Washington 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 Regulation that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Regulation BBFE-R, Ethics Regulations, which prohibits WCPS employees from benefiting from business with the school system.

28. Conflict of Interest

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

29. False Statements

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract a person may not willfully:
 - i. falsify, conceal, or suppress a material fact by any scheme or device;
 - ii. make a false or fraudulent statement or representation of a material fact; or
 - iii. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony.

30. Audit and Document Retention

The Awarded Vendor shall retain and maintain all records and documents relating to this contract for four (4) years after final payment or such longer period of time as required by law or rule or regulations. The Contractor shall: (i) maintain complete and accurate books and records regarding its business operations relevant to the calculation of amounts payable under the Contract and any other information relevant to the Contractor's compliance with the terms and conditions of the Contract; and (ii) upon WCPS' request, make such books and records, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection, audit, or reproduction by any authorized WCPS representative. WCPS shall: (a) provide the Contractor with reasonable prior notice of any audit; (b) undertake an audit not more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit in a manner designed to minimize disruption of the Contractor's normal business operations.

31. Right to Data

All data, reports and other documents generated for the Board, provided by the Board, and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the Board, and shall be returned to the control of the Board upon completion of the contract. No personal student, employee, or Board information, as defined by federal and state law and Board policy, shall be disclosed or published unless otherwise agreed herein.

32. eMaryland Marketplace Advantage (eMMA) Registration

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (eMMA). Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

SECTION II - SPECIFIC TERMS AND CONDITIONS

1. Pre-Proposal Conference

A pre-proposal conference will be held at the date, time, and location listed on the coversheet of this Bid/RFP. Attendance at the pre-proposal conference is not required. However, all interested companies are encouraged to attend this important meeting. Bidders may visit the site at their convenience, but all visits must be coordinated with the Contract Administrator listed on the cover sheet.

If WCPS 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 canceled and will not be rescheduled unless an addendum is issued. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department (301-766-2840).

2. Questions and Inquiries

Questions and inquiries should be emailed to the Procurement Supervisor and Contract Administrator before the deadline identified on the cover page.

3. Contract Period

Construction shall be substantially complete no later than August 1, 2024. The final design/component finalization process can begin as soon as the purchase order/contract is issued, however installation shall not begin prior to confirmation with the Owner. Final completion shall be August 10, 2024.

4. Design/Scope of Work

The new gymnasium floor system shall meet the requirements outlined in this RFP. Bidders are responsible for obtaining a permit and/or building permit if required, and all necessary trade permits, from the following agencies:

- Town of Smithsburg
- Washington County

5. Project Schedule

Activity	Completion Date
Bid Advertisement	January 19, 2024
Pre-Bid Meeting	January 25, 2024
Bid Opening	February 13, 2024
BOE Approval	February 20, 2024
Design Approval by Owner	By April 1, 2024
Permit Approvals	If required, by May 1, 2024
Construction Period	May 20, 2024– August 1, 2024
Final Completion	August 10, 2024

6. Pricing/Budget

Bidders shall submit a lump sum price for a turnkey installation. The Bidders shall include the pricing for materials, design work, shop drawings, shipping, material loading, bleacher relocation and reinstallation, and demolition of existing gymnasium floor and installation of new gymnasium floor. The project is made possible via federal ESSER funding (**Davis-Bacon Labor Rates will apply**).

7. Warranty

The successful bidder warrants that the services/equipment will be delivered, installed, accepted, and will operate in accordance with this RFP, and further warrants against defective services for a minimum period of two (2) years. Equipment shall be new and covered minimally by the manufacturer's standard warranty. Contractor warrants that it has the right and authority to grant to the Owner the equipment/services set forth herein. The contractor's warranty is in addition to the manufacturer's warranty.

8. Consent to No Exceptions

By submitting an offer in response to this RFP, the Bidder, if selected for an award, shall be deemed to have accepted the terms of this RFP and the Contract, unless an exception to any term/condition of this RFP or the Contract is explicitly written in the Proposal. A proposal that takes exception to any term or condition of the RFP/Contract will be subject to scrutiny and may be cause for a determination that the proposal is non-responsive. The Owner is under no obligation to engage in discussion with the bidder on the exception. The Owner may determine in its sole discretion that the proposed exception is not in the best interests of the Owner and/or its employees.

9. Award

It is the Owner's intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive, responsible, and the most qualified to accomplish the scope of services (work) and whose services are deemed to be in the best interest of the Owner.

10. Right to Negotiate

The Owner retains the right to negotiate specific contractual terms for products, services, and pricing. However, each bidder should submit a best and final offer in their initial bid package. Based upon the initial price offers, the Owner may or may not conduct price negotiations or discussions with any/all Bidders. Based on a change in the specifications, or if the price offers exceed the available funds, the Supervisor of Purchasing may invite revised price offers. The Owner reserves the right, in its sole discretion, to award a contract based upon the original written proposals received without further discussion or negotiation.

11. Electronic Version

The RFP has been made available by electronic means to expedite the Proposal submittal process. The Bidder acknowledges and accepts fully the responsibility to ensure that no changes are made to this RFP. In the event of a conflict between a version of the RFP in the Bidder's possession and the Purchasing Department's version of the RFP, the document held by the Purchasing Department shall govern.

12. Authorized Dealers

Only manufacturers, or their authorized dealers, may bid on products and/or equipment requested herein. At the discretion of the Board of Education of Washington County a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the products and/or equipment.

13. Permits

Permits and licenses necessary for the execution of the work, if required will be secured and paid for by the vendor.

14. Local Licensing of Trade Persons

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

15. Inspection of Site

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

16. Use of WCPS Services and Facilities

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

17. Removal of Debris

- a. Contractors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other contractor or the Owner.
- b. At the completion of the work, and before final payment is made, vendors will remove all trash and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding, and surplus materials from and about the building. In case of dispute, WCPS may remove the trash and/or repair property and charge such costs to the contractor.

18. Protection of Work and Property

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

19. Work Site Supervision

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

20. Inspections and Correction of Work

- a. All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of WCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced, and/or covered, as the case may be, by the vendor at their own expense. Rejected material will be removed immediately from the site. If, in the opinion of WCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be reduced by such amount as in the judgment of WCPS shall be equitable.
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give WCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify WCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.
- c. WCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of WCPS. If another vendor employed by WCPS caused the defect in the work, WCPS shall pay such cost and recover the charges from the other vendor.

21. Compliance with Specifications

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

22. 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. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- c. 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.
- d. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor-provided under the terms of this proposal, if applicable.
- e. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- f. Should the Vendor become aware of or suspect the presence of Hazardous Materials (i.e. asbestos, lead paint, etc...), the Vendor shall immediately stop work in the affected area and notify the WCPS Contract Administrator. WCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Contractor shall be required to resume performance of the work or any WCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In addition, the Vendor may not introduce new Hazardous Materials into the site.
- g. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws in regards to asbestos materials.
- h. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

23. Liquidated Damages

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

- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$200 per day, for any delay or failure in performance, as well as any related damages sustained by WCPS.
- f. The assessment of liquidated damages by WCPS against the awarded vendor(s) does not supersede or affect the right of WCPS to impose other remedies that may be available.

24. Changes in Work

All Change Orders shall be subject to the following format for itemization of the costs:

- a. Attach an itemization of labor hours. A certified payroll affidavit may be required to substantiate labor rates. The cost of foreman and superintendents may be added only when the change order make necessary the hiring of additional supervisory personnel or makes their employment for time in addition to that required by the basic contract, or if the foreman or superintendent participates in the actual work of the Change Order.
- b. Labor burden percentage costs shall include all fringes, taxes, insurance, liabilities, workmen's compensation and unemployment. Labor burden percentage rates are subject to approval of the Owner and are not subject to profit and overhead.
- c. Attach an itemization of all materials used listing unit prices and extended prices.
- d. Attach an itemization of all equipment used and rental rates. If equipment is a rental, attach copy of rental invoice. Rental equipment and contractor-owner equipment costs shall include all costs associated with the equipment, i.e. transportation, set-up gas and oil. Rental rates shall not exceed rates established by local rental companies and "MEANS DATA" rates.
- e. Profit and overhead shall be considered full reimbursement for any additional expenses caused by the change order work. The Contractor shall agree to profit and overhead markup on work by his own forces as outlines in paragraph 10 below. These allowances for overhead and profit include among other costs; maintenance and/or operations of Contractor's regular established office, branch office, and other facilities; resident and/or non-actively engaged supervision; time keepers; clerks; stenographers' watchmen; cost of correspondence; increased item of warranty under the change.
- f. The cost of the bond (if required) is not subject to overhead and profit.
- g. A Change Order request shall not be considered unless submitted with all required and requested supporting documentation. All parties to the change shall use the Change Order Format.
- h. For all work to be performed by Subcontractor/Subcontractors, the Contractor shall furnish the Subcontractors' itemized proposal which shall contain original signatures by an authorized representative of the Subcontracting firm. If requested by the Owner or Architect, proposal from suppliers or other supporting data to substantiate the Contractor's or subcontractor's cost shall be furnished.
- i. Change Order costs shall not exceed unit pricing as provided in the Contract Documents.
- j. Unless otherwise specified, the allowable markup for combined overhead and profit, for work performed by the Contractor with his own forces will be based on the monetary value of the work in

accordance with the following schedule:

VALUE OF WORK	COMBINED OVERHEAD AND PROFIT
\$0 - \$1,000	15%
\$1,001 - \$5,000	10%
\$5,001 - \$10,000	7%
\$10,001 - \$25,000	5%
\$Over \$25,000	Negotiated, but not more than 5%

- k. For extra work performed by a Subcontractor with his own organization, the percentages for combined overhead and profit will be as outlined above. On the work partly or solely performed by a Subcontractor, the Contract will be allowed five percent (5%) of total costs of the Subcontractor's labor, materials, overhead and profit only.
- l. The Contractor shall submit all Change Order on the Owner's Change Order Request Form, which is attached in the Contractor Documents.

25. Insurance Requirements

The Contractor shall purchase and maintain the following insurance coverages on an "occurrence" basis which shall be written for not less than the limits specified below or required by law, whichever is greater.

- a. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
 - o \$1,000,000 each occurrence;
 - o \$1,000,000 personal and advertising injury;
 - o \$2,000,000 general aggregate; and
 - o \$2,000,000 projects/completed operations aggregate
- b. This insurance shall include coverage for all of the following:
 - o General aggregate limit applying on a per project basis;
 - o Liability arising from premises and operations;
 - o Liability arising from actions of independent contractors;
 - o Liability arising from products and completed operations with such coverage to be maintained for two years after completion of Work;
 - o Contractual liability including protection for contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
 - o Liability arising from the explosion, collapse, or underground (XCU) hazards.
- c. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - o Liability arising out of ownership, maintenance or use of any auto (or hired and non-owned autos only if no owned autos); and
 - o Auto contractual liability.
- d. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:
 - o \$100,000 each accident for bodily injury by accident;

- \$100,000 each employee for bodily injury by disease; and
 - \$500,000 policy limit for bodily injury by disease.
- e. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
- \$5,000,000 per occurrence;
 - \$5,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$5,000,000 products/completed operations aggregate
- And including all of the following coverages on the applicable schedule of underlying insurance:
- i. Commercial general liability
 - ii. Business auto liability; and
 - iii. Employers' liability.
- f. The Board of Education of Washington County, including its elected and appointed officials, officers, consultants, agents and employees and authorized volunteers, shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the Contractor's projects, installation, and/or services provided under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
- On-going operations; and
 - Projects and completed operations

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for the exposures listed above.

- a. The certificate of insurance must be provided to the Owner prior to commencement of the Contract.
- b. List Certificate Holder and Additional Insured as:

Board of Education of Washington County
10435 Downsville Pike
Hagerstown MD 21740

List Project as:
Bid 2024-34
Design Bid - HVAC Work Platform at Boonsboro High School

SECTION III**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

SECTION IV– PROPOSAL FORMAT

1. Proposal Response

a. **Technical Proposal**

Bidders shall submit all relevant technical information that will allow the Owner to properly evaluate the proposal and its adherence with the RFP. Technical proposals shall include an itemized component list. Due to possible changes and/or additions to the specifications, proposals should not be submitted until after the question period ends. All changes will be processed through addenda to this solicitation package. **One (1) copy of the technical proposal is required with the submission.**

b. **Bid Form of Proposal**

This completed acknowledgement (blank form attached to this RFP) must accompany the technical proposal. The purpose of this is to transmit the proposal, provide the bidder's turn-key price, acknowledge the receipt of any addenda, and provide the person's name and contact information for questions about the bid. The acknowledgement must be signed by an individual who is authorized by the bidder to enter into a contract with the Owner if selected for award.

c. **Bid/Proposal Affidavit**

Bidder shall include a completed and signed Bid/Proposal Affidavit as part of its proposal in order to be considered for award of a contract.

SECTION V – PROPOSAL EVALUATION

1. Mandatory Responsiveness Requirements

To be eligible for consideration, a proposal must be received from a Bidder in a timely manner, properly signed by the Bidder, complete including all required forms, and fully compliant with bid proposal instructions. A technical proposal and a price proposal must be submitted in order for a Bidder to be considered for award.

2. General Evaluation

The Owner may make such investigations as are deemed necessary to determine the ability of a firm to provide the insurance coverage as specified herein.

The Owner reserves the right to clarify information submitted in a Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish to the Owner all such information and data necessary for the Owner to determine if the Proposal is responsible and responsive to the Owner's requirements as stated herein.

3. Bid Evaluation

Proposals will be evaluated by the Owner to determine adherence to the requirements of the solicitation and which technical proposals meet the needs delineated in the Scope of Work. Proposals which are determined to be both responsible and responsive to the Owner's needs will be considered for award based on the lowest price.

SECTION VI- SPECIFICATIONS AND SCOPE OF WORK

SPECIFICATIONS

Approved Manufacturers:

WCPS has identified five (5) manufacturers of gym floor systems below. Bidding Vendors will need to provide its proposed gym floor system from the list of the approved manufacturers by the **Deadline for Written Questions Submission and Deadline for Manufacturer/Gym Floor System Submission: January 30, 2024 @ 1pm**. Vendors shall email Scott Bachtell (bachtsco@wcps.k12.md.us) and Jonathan Kerns (Kernsjon@wcps.k12.md.us) with the subject line "Bid 2024-57, Gym Floor System" with System Data Sheet, System Specifications, System Detailed Drawings, etc...

1. Infinity Wood Floors/Aacer Sports Flooring
2. Action Floor Systems LLC
3. Connor Sports
4. Robbins Inc
5. Horner Flooring Co

Alternates Manufacturers and Systems:

Other manufacturers' systems with acceptable performance, specifications, features, and technical specifications will be considered as an alternate. Bidding Vendors proposing an alternate manufacturer shall email Scott Bachtell (bachtsco@wcps.k12.md.us) and Jonathan Kerns (Kernsjon@wcps.k12.md.us) with the subject line "Bid 2024-57, Gym Floor Manufacturer and System" with Manufacturer website link, System Data Sheet, System Specifications, System Detailed Drawings, etc. by the **Deadline for Written Questions Submission and Deadline for Manufacturer/Gym Floor System Submission: January 30, 2024 @ 1pm**.

Final Determination:

- a. WCPS retains the right to determine if systems submitted will be accepted.
- b. Additional information may be requested by WCPS.
- c. An addendum will be issued at least five business days prior to the Bid due date listing all alternative manufacturers and systems that are acceptable under this proposal. Manufacturers and/or systems that have not been approved by WCPS will not be accepted if bid.

Qualification:

Bidding vendor must be manufacturer-authorized to sell gymnasium floor systems where such authorization is granted by the manufacturer. The relationship with the manufacturer must be direct and not indirect through a third party. Failure to provide proof of direct authorization by the manufacturer to sell the gymnasium floor system within two (2) business days of any request will result in rejection of the proposal. The bidding vendor and manufacturer must be members of and in good standing with the Maple Flooring Manufacturers Association (MFMA), with a minimum of 10 years of experience in supply and installation of gymnasium athletic floor systems.

SCOPE OF WORK

This RFP is for a turnkey project to demolish and replace the gymnasium floor system at Smithsburg High School located in Smithsburg, MD. The current gymnasium floor is estimated to have been installed in 1965 and is approximately 80' wide x 96' long with a 3" depressed slab.

1. The bidding vendor is responsible for the demolition of the existing gymnasium floor system, followed by supply and installation of a new gymnasium floor system with new vented cove base. All work is to be completed per product manufacturer's guidelines and to the Maple Flooring Manufacturers Association (MFMA) standards.
2. Bidding vendor is to inspect existing conditions and submit the best suited gymnasium flooring system based on contractor's assessment of the existing conditions. The bidding vendor should visit the site to verify the existing conditions and take any necessary field measurements. The site visit can occur during the Pre-Proposal meeting, or it must be scheduled with the Contract Administrator/Project Manager. It is the bidder's responsibility to clearly and specifically indicate the floor system product being offered and to provide sufficient descriptive literature, catalog cuts and technical data to enable WCPS to determine if the product offered meets the requirements of the solicitation. The bidding vendor shall assume the proposed gym floor system will include Northern Hard Maple Species wood flooring with grade being second or better, flat grain cut. Installation will also include new vented cove base.
4. The bidding vendor is responsible for removal and reinstallation of currently installed bleachers. The Contractor must demonstrate that the reinstalled bleachers are operational. The Contractor will be responsible for any damage to the construction area. It is recommended that the Contractor document any existing conditions.
5. Demolish and remove the existing gym floor and subfloor only to the extent required for new construction. Comply with hauling and disposal regulations of authorities having jurisdiction. Maintain existing utilities and protect them against damage during demolition operations. Schedule demolition so as not to interfere with WCPS operations. Provide temporary barriers to protect against injury and damage to the construction area.
6. Sanding will be completed per MFMA and floor coating system guidelines. Game lines, logos, floor staining and other artistic features are to match existing.

POST AWARD SUBMITTALS

Required Submittals for awarded vendor will include:

1. Submit flooring product specification sheet.
2. Submit flooring product shop drawings as required.
3. Submit one (1) sample of flooring product to WCPS.
4. Submit copy of Maintenance Instructions.

SECTION VII

WASHINGTON COUNTY PUBLIC SCHOOLS

Hagerstown, Maryland

Design Build - Smithsburg High School Gym Floor Replacement

FORM OF PROPOSAL – RFP 2024-57

Proposal of _____
(Corporation, a partnership, or an individual hereinafter called "Bidder") organized and doing business and existing under the laws of the state of _____.

I/We as the Bidder, in compliance with the Invitation to Bid for the selected contract package included herein, have examined the Bidding Documents, and have become familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby propose to furnish all labor, materials, services and equipment necessary to properly complete the Work in accordance with the Contract Documents and Addenda, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal is a part.

All prices include all applicable sales and/or use taxes and include all insurance premiums required.

COMPLETION TIME – SCHEDULE OF WORK

I/We as the Bidder, agree to begin to perform the Work at the time stated in the "Notice to Award/Proceed" and to substantially complete the entire work in accordance with the provisions of the Contract Documents.

BASE BID

Bidders furnish all labor, materials, services, and equipment necessary to properly complete the gymnasium floor system replacement project at Smithsburg High School in strict accordance with the Contract Documents for the following lump sum total:

Lump Sum Total:

_____ DOLLARS
(Amount in Words)

\$ _____
(Amount in numbers)

ADDENDA

The following Addenda have been received and reviewed and all Work therein is incorporated in the Bid Form of Proposal: (If none please write "NONE"):

Table with 2 columns: Addendum No. and Date. Three rows of blank lines for entry.

ATTACHMENTS

The following items are **mandatory** and are to be included with the Bid Form of Proposal and Technical Proposal and shall be completed by the Bidder:

1. WCPS Bid/Proposal Bid/Proposal Affidavit
2. Contract Affidavit

REPRESENTATIONS

I/We as the Bidder, have reviewed the bidding documents, and agree with the terms and conditions specified therein and submit this Bid Proposal in accordance.

The Owner reserves the right to reject any or all Bids. The Owner shall have the right to waive informalities and irregularities in the bids and in the bidding process and to accept the Bid which, in the Owner’s judgment, is in the Owner’s own best interests. A Bid not accompanied by a required bid security, or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular, is subject to rejection.

No Bidder shall withdraw, modify, or cancel his bid, or any part thereof, for a minimum of sixty (60) calendar days after the receipt of bids. The undersigned shall complete the total Work within the timeframe previously stated once the Owner indicates acceptance of this Bid Proposal by way of a written “Notice of Award” or “Letter of Intent” within this minimum sixty (60) day time period, or any time thereafter before the Bid is withdrawn.

I/We certify that this Bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting a bid for the same items and/or services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors 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 Washington County, administrative or supervisory personnel or other employees of Washington County Public Schools have any interest in the bidding company except as follows: (complete if applicable)

Respectfully submitted,

By _____
(Company)

(Signature)

(Date)

(Printed Name)

(Title)

(Business Address)

(Phone)

(e-mail address)

(SEAL) If bid is by Corporation

I/we the bidder represent, and agree that it is a precedent to acceptance of this bid, that the bidder has not been a party to any agreement to bid of fixed or uniform price.

(Signature of Office & Title) (SEAL)

SUBSCRIBED AND SWORN to before me, a Notary Public in the State of _____, County of _____ City of _____ this _____ day of _____, 20__.

Commission Expires: _____

NOTICE: The Washington County Board of Education reserves the right to award any, all, or none due to budgetary constraints.

END OF FORM OF PROPOSAL