

Unit Price Contract for Mechanical-HVAC Services
BID 2023-18

Procurement Schedule

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| Issue Date: | January 6, 2023 |
| Pre-Proposal Meeting: | N/A |
| Deadline for Written Questions Submission: | January 17, 2023 by 1:00 PM EST |
| Proposal Due: | January 31, 2023 by 11:00 AM EST Washington County Public Schools Center for Education Services 10435 Downsville Pike Hagerstown, Maryland 21740 |
| Tentative Award Date: | February 2023 |

Dates and/or times are subject to change by the issuing of a written addendum.

WCPS Contract Managers

Procurement Officer

Scott Bachtell
Supervisor of Purchasing
301-766-2842
bachtSco@wcps.k12.md.us

Contract Administrator

Michael Stouffer
Director of Maintenance and Operations
301-766-2887
stoufmi@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 web site.

TABLE OF CONTENTS

| <u>Sections</u> | <u>Page</u> |
|---------------------------------|-------------|
| I. General Terms & Conditions | 3-17 |
| II. Specific Terms & Conditions | 18-25 |
| III. Required Information | 26 |

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

- A. Price Bid Forms
- B. Reference Form
- C. Bid/Proposal Affidavit
- D. Contract Affidavit
- E. Specification, Price, and Addenda Signature Acknowledgment

SECTION I - GENERAL TERMS AND CONDITIONS

1. Introduction

This solicitation is to establish a contract for Unit Price Contract for Mechanical-HVAC Services. Washington County Public Schools (WCPS) Maintenance and Operations department will request quotes for various (Job Order) projects at any of the WCPS locations. The successful Contractor(s) is to provide labor, material, equipment, and supervision as necessary to successfully complete projects under this contract. Request for quotes under this Bid will be on an “as needed” basis.

2. Definitions

As contained herein, the terms “WCPS”, WCBOE, “Schools” and/or “Owner” means Washington County Public Schools/Washing County Board of Education. 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 Bid/RFP.

3. Bidder Registration

Vendors are solely responsible for completing the vendor registration process online at wcpspurchasing.com. Contact Beverly Bergan, Purchasing Associate, at 301-766-2841, 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**

4. Receipt of Bids

- Bids received prior to the time of opening will be time-stamped and securely kept unopened. No bid received after the due date and time listed will be considered. WCPS 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.
- 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
- 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.
- Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
- 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 Purchasing Department.
- 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 Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become 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. 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 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.
- 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 proposal forms format shall not be altered.
- d. 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
- 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. **Award or Rejection of Bids**

- a. It is anticipated that award will be to multiple qualified vendors who submit responsive and responsible proposals. However, if only one vendor submits a responsive and responsible proposal that vendor may be solely awarded. Awarded vendors will then be able to quote project-specific work based on the terms and conditions of this solicitation. Unit prices may be evaluated utilizing past project scopes and/or hypothetical projects.
- b. WCPS 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 WCPS, 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 WCPS 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. See Section II, for information on Multiple Awardees.
- 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 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 Washington

County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, a WCPS contract document shall also be issued.

- j. The Board of Education of Washington County reserves the right to reject the bid of a bidder who has, in the opinion of WCPS, 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 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, WCPS 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.

9. **Contract Formation**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Washington County.
- b. The primary form of contract is the purchase order(s), and any agreed-upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in 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 WCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

10. **Objection to Award**

Any company objecting to the bid procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company's responsibility to ascertain and confirm the date/time of the pertinent Board of Education meeting. The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The protest letter must include a request for review and ruling by WCPS, a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company, copies of relevant documents, and a statement of the form of relief being requested. Failure to comply with these instructions may result in the protest being deemed "not filed." Bid protests received later than five (5) days after the Board Meeting will result in the protest being deemed "not timely." The WCPS

will not respond or address bid protests that do not conform to these instructions.

11. **Insurance**

The Vendor shall purchase and maintain (throughout the life of this contract) such insurance as will protect the Vendor, and the BOARD OF EDUCATION OF WASHINGTON COUNTY, from claims which may arise out of or result from the Vendor's operations under the contract, whether such operations be by the Vendor or by any subcontractor, lower tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

This requested certificate of insurance will name **THE BOARD OF EDUCATION OF WASHINGTON COUNTY** as an **additional insured party** for general liability, professional liability and umbrella excess liability.

Also, the following **must** be in the Additional Remarks of the certificate of insurance: **“The Board of Education of Washington County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Professional’s commercial general liability insurance with respect to liability arising out of the services provided under this Contract by the Professional.”**

The certificate will be submitted to the Purchasing Department (**within 10 days of receiving an Award Letter**) verifying that the indicated below will be maintained prior to commencement of work.

The CERTIFICATE HOLDER shall be listed as:

**The Board of Education of Washington County
10435 Downsville Pike
Hagerstown, MD 21740**

Coverage Required:

Worker's Compensation:

1. State
2. Employer’s Liability

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:

- \$ 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.

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective products and Completed Operations; Board Form Property Damage);

1. Bodily Injury:
 - \$1,000,000.00 - Each occurrence
 - \$2,000,000.00 - Aggregate, Products and Completed Operations
2. Property Damage:
 - \$1,000,000.00 - Each occurrence
 - \$2,000,000.00 – Aggregate

Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment, and contractor shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period.

Contractual Liability (Hold Harmless Coverage):

1. Bodily Injury:
\$1,000,000.00 - Each occurrence
2. Property Damage:
\$1,000,000.00 - Each occurrence
\$1,000,000.00 - Aggregate

Personal injury, with employment exclusion, deleted: \$1,000,000.00.

Comprehensive Automobile Liability (Owned, non-owned, hired)

1. Bodily Injury:
\$1,000,000.00 - each person
\$2,000,000.00 - each occurrence
2. Property Damage:
\$1,000,000.00 - each occurrence

Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$2,000,000 - per occurrence
- \$2,000,000 - aggregate for other than products/completed operations and auto liability
- \$2,000,000 - products/completed operations aggregate

Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

- \$1,000,000 - each claim or wrongful act
- \$2,000,000 - annual aggregate

12. **Independent Contractor Status**

The Vendor acknowledges its status as an independent contractor while performing services on behalf of WCPS and the Washington County Board of Education and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's performance of services for the Board.

13. **Warranty**

- a. The awarded vendor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, unless a longer period of time is specified in Section II.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded vendor(s), at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of WCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by WCPS to minimize the disruption to building/school operations.
- c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, WCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

14. **Standard of Quality, "or Equal Clauses," and Substitutions**

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. WCPS 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 the item number.
- f. It is the bidders' responsibility to submit required literature, or links to web-pages, 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. WCPS 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 WCPS, 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 WCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

15. **Taxes**

No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Washington County is exempt. Pricing will be net and will not include the amount of any such tax. Bidders will be required to pay the tax on all purchases and can recover it only as a part of their bid price. Exemption certificates will be furnished upon request.

16. **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.

17. **Billing and Payment**

- a. Invoices shall be submitted to:

Washington County Public Schools
Attn: Accounts Payable
10435 Downsview Pike
Hagerstown, MD 21740
Email: ap@wcps.k12.md.us

- b. Invoices and packing slips must contain the following information:
 - i. Bid Number
 - ii. WCPS Purchase Order or WCPS Contract Number
 - iii. Brief Description of Item or Work Performed
 - iv. Quantity
 - v. Unit Price Bid
 - vi. Extended Total for Each Item
- c. WCPS standard payment terms are Net 30

18. **Contract Assignment**

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

19. **Subsidiaries**

- If a Bidder that seeks to perform or provide the services required by this Bid/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.

20. **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, WCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by WCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

21. **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.

22. **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 WCPS. WCPS 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 specified 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 WCPS that the obtaining of the contract was influenced by an employee WCPS having received a gratuity, or a promise, therefore, in any way or form.
- b. In the event WCPS terminates the contract in whole or in part, WCPS may procure such products and services, in a manner the Supervisor of Purchasing deems appropriate, and the vendor shall be liable to WCPS 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.

23. **Termination for Convenience**

The contract may be terminated by WCPS in accordance with this clause in whole, or in part, whenever WCPS determines that such a termination is in the best interest of WCPS. Written notice shall be given a minimum of 60 days in advance. WCPS 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.

24. **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.

25. **Multi-Agency Participation**

- a. WCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to WCPS so that afterward 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 WCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. WCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

26. **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.

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 Washington County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor-provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. 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.
- a. 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.
- b. 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.

28. **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 WCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Washington County policies and WCPS 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.

29. **Minority and Small Business Enterprises**

There is no MBE participation goal for this procurement.

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 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. WCPS may terminate this contract at no additional costs, as a result, if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per WCPS. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. If required, additional information regarding this requirement will be found in Specific Terms & Conditions.
- 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.

31. **Criminal Background Check**

- a. It is the responsibility of Vendor to make certain, through a criminal background check, that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part V, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by the Criminal Law Article of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Vendor. The Vendor and its employees, agents and volunteers shall also be free of tuberculosis.
- b. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, a person who enters into an agreement with a local board of education may not knowingly employ an individual to work at a school if the individual is a registered sex offender. Therefore, in contract awards between the Washington Board of Education and vendors/contractors and their subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working on the school property, making deliveries or visiting the school property for business purposes.

32. **Drug, Alcohol, and Tobacco-Free Workplace**

- a. All awarded vendors and subcontractors must abide by Board Policy GBEC while working on any WCPS property at all times.
- b. 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.

- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

33. **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.

34. **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.

35. **Student/Staff Confidentiality**

- a. Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of WCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.
- b. The vendor/contractor/provider/consultant shall keep confidential, in accordance with federal and state laws, all confidential and medical information that is obtained as the result of the performance of the services described in this contract/agreement or memorandum of understanding.

36. **Proprietary and Confidential Information**

- a. All submitted documents are subject to public disclosure.
- b. **Each offeror at its own expense must submit (if applicable) a proprietary and confidential redacted electronic copy (on a flash-drive) of its proposal to be used in responding to Freedom of Information Act (FOIA) requests. If the offeror's submission does not have any proprietary and confidential information, please check the appropriate box on the Signature Acknowledgment page.**
- c. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. It is the responsibility of the offeror to clearly identify each part of its proposal by marking the bottom right corner of each pertinent page with one-inch bold font letters stating the words “**confidential**” or “**proprietary**”. Bidders should provide justification why such material, upon request, should not be disclosed by WCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- d. The Offeror agrees that any portion of the proposal that is not stamped as propriety or confidential is not proprietary or confidential. Unless portions of a proposal 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.
- e. WCPS will notify the vendor if a Freedom of Information Act (FOIA) request is received in connection with a Bid or RFP that has confidential information identified.

- f. If litigation is instituted against the Board of Education or its agents, the party opposing the release must provide representation to the Board or cover the cost of counsel and all other related litigation expenses. As a condition for WCPS keeping the information confidential, the offeror must agree to defend and hold WCPS harmless if any information is inadvertently released.

37. **Indemnification**

The Vendor shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Vendor (or its employees, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever occurring or resulting from the Vendor's failure to pay any such compensation, wages, benefits, or taxes, and the supplying to the Vendor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

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

39. **Disputes**

If a dispute arises under this agreement, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives is not attainable, the Supervisor of Purchasing will issue a final decision.

40. **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.

41. **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.

42. **Conflict of Interest**

The bidder will advise WCPS 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 WCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

43. **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 and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

44. **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.

45. **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.

46. **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.

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. Bidders are advised that they are to email questions to the identified Contract Administrators by the date and time required within this solicitation. 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 Scott Bachtell (bachtsco@wcps.k12.md.us) with a copy to Michael Stouffer (stoufmi@wcps.k12.md.us). Please put the following in the subject line "2023-18 – Unit Price Contract for Mechanical-HVAC Services".

3. Contract Period

The initial contract term shall be effective from the Date of Award, through December 31, 2024. The contract may be extended for two additional two-year terms, at the discretion of the Board of Education with all terms and conditions of the original contract remaining unchanged. Bidders automatically accept the possibility of contract renewal as a condition of the award.

4. Pricing

- a. All hourly rates shall remain firm through December 31 of each calendar year. Percentages are to be firm for the life of the contract
- b. All Unit Prices submitted shall be the maximum amount charged for the unit of labor and/or material markups. Awarded vendors may quote lower unit prices for larger volume projects and prices can be reduced at the discretion of the offeror on a competitive per-project basis.
- c. All prices are to be fully inclusive of all expenses including travel, overhead, profit, labor, incidentals, insurance, etc... and be the final cost to WCPS.
- d. Unit Prices must be rounded off to no more than two decimal places.
- e. Prices quoted must be valid for a minimum period of 90 days from the date of the bid opening in order to have time to evaluate and award the contract. Price increases will not be accepted after the submission of the bid proposal or after orders are placed. Vendors are expected to understand the terms of this bid.
- f. 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.
- g. Hourly rate adjustments from the vendor for any/all items may be considered each year. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to December 31. **It is the vendor's responsibility to submit a letter requesting price changes on time, as well as documentation from the manufacturer to support the change.**
- h. WCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in the Price Proposal.

- i. Charges for express delivery will only be allowed if pre-authorized by WCPS in writing.

5. Acceptance of Terms and Conditions

This Bid/RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by your company and not an acceptance of any offer by WCPS. No contractual relationship will exist except pursuant to a written Notice of Award/Acceptance and a fully executed Purchase Agreement issued by WCPS.

By submitting a response to this Bid/RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the Bid/RFP and addenda unless an exception is clearly noted and the reason for the exception explained in the proposal. Failure to indicate any exception in the Proposal shall be an indication that the respondent will fully comply with all Bid/RFP requirements as written.

6. Contract Terms

- a. WCPS is not obligated to any purchase quantity or dollar amount. The Board of Education will reject bids that stipulate minimum order quantities that must be purchased.
- b. WCPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.
- c. WCPS reserves the right to make purchases from alternate sources if it is in its best interest to do so; however, the awarded vendor would be given an opportunity to match the pricing.

7. Minimum Qualifications

- a. The company must have at least one Master HVAC (Licensed) employed by the company. Bidder must have and maintain a current license in the State of Maryland.
- b. Bidder must have at least five (5) years of successful contracting experience in the industrial/commercial Mechanical/HVAC services field.
- c. Bidder shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time.
- d. Bidder's dispatching office shall be within a 75-mile radius of the WCPS CES office (10435 Downsville Pike, Hagerstown, MD 21740).
- e. Evidence of Bidder's qualifications and at least three (3) references shall be submitted with the Form of Proposal. Failure to include this information may result in the bid being declared non-responsive.
- f. Maintain appropriate levels of insurance at all times as specified during this contract;
- g. Provide evidence of appropriate licenses necessary to perform this work;
- h. Demonstrate to the satisfaction of WCPS that employees who will be used on any WCPS project are properly trained, certified, and experienced;
- i. Be an approved WCPS vendor;

WCPS may make such investigations as deemed necessary to determine the ability of the bidder to perform the work contemplated herein. The bidder shall furnish to WCPS any data and information requested to assist in the determination of the bidder's ability and qualifications to perform under this contract. WCPS may reject a bid or not accept a cost proposal if the evidence submitted by, or

investigation of such bidder fails to satisfy the WCPS that, such bidder is sufficiently qualified to carry out the obligations of the contract.

8. Personnel

Contractor must employ and provide onsite, as needed, at least one Licensed Electrician. If more than one employee is on site, one of the crewmembers shall act as the working foreman and shall be fully conversant in English.

9. After Hours/Emergency Response

After-hours work may occur in response to emergency electrical services issues. The contractor will provide to WCPS, within three hours of notification by WCPS, at least one Licensed Plumber. The contractor will be directed where to report and receive work assignment(s). The contractor may be required to work hours other than those associated with the normal eight-hour workday. For the duration of the after-hours work, the Contractor will be compensated at the appropriate hourly rate on the Cost Proposal.

10. Job Ordering Procedure

This contract may be used for emergency and scheduled projects. Emergency response may be required in order to maintain the progress of work during another project(s), or if WCPS deems there to be a danger to students, staff or buildings, and/or to expedite occupancy of the premises.

Scheduled Projects

- a. **Individual purchase orders will be issued for Scheduled projects.** There is no minimum order for services. WCPS will not pay for travel to an assignment location or return travel fee for unfinished work.

Emergency Projects

WCPS will contact an awarded contractor to determine if they can meet the required timeline in response to an emergency. Once an awarded contractor has committed to meet the timeline, the contractor will be a notice to proceed by in writing or verbally. Invoices for emergencies will be based on the rates submitted and awarded by each vendor under this proposal. Each awarded contractor will be assigned a contract number for invoicing emergency work. This contract number shall be listed on invoices.

Scheduled Projects

All awarded contractors will be solicited to submit a quote proposal for projects estimated to exceed \$10,000.

a. The sponsoring department designee will:

- Notify the awarded vendor(s) in writing or verbally, of a planned project(s).
- Set a pre-quote meeting date (with at least 48 hours' notice) for a site visit for the project. This will allow vendors the opportunity to examine the conditions and acquire/observe in-depth knowledge on the scope of the work so that a quotation can be given. During this meeting, the following will be established:
 1. A scope of work will be established (including who is responsible (WCPS or the Vendor) for project specific requirements).
 2. A due date and time for the quotation (giving at least 48 hours).
 3. A timeline with a start and completion date.
 4. Answer any project specific questions.
 5. Verification of pre-existing conditions in and damages to the grounds and/or building(s).
 6. If available, the designee will furnish plans showing locations of work.

- Award the specific project to the lowest responsive, responsible quote for the project with consideration given to the contractor's ability to meet the completion schedule. The designee will issue a purchase order, after which work may on the start date approved by WCPS.

b. The Contractor will:

- Be responsible to take all of their own measurements.
- Be responsible for obtaining all required trader permits as determined by local code.
- If permits are required, inspection will be scheduled by the awarded contractor.
- Be responsible to close permit upon completion of project.
- If interested, the contractor(s) will be required to submit a quote (in hard copy or via email, as determined by the sponsoring department designee) by the date and time specified by the sponsoring department designee at the pre-quote meeting:
- For a given project, the quote submitted will be a "Not to Exceed" estimate. Pricing for units of labor, materials, or equipment, which are not specifically listed herein, will be subject to WCPS approval. The total of all lines, including additional negotiated items, will be added together to establish an estimated total project cost. **Prices should not be submitted on a quote as a one-line lump sum.**
- The Project Invoice will include: The Purchase Order Number, Invoice Number, and the appropriate units of labor, materials, and equipment based on the not to exceed quote on the Job Order form.
- Contact Miss Utility for below grade work, and as required.
- If awarded, confine its apparatus, storage of materials and operations of workmen to the limits indicated by WCPS.
- If awarded, the contractor is required by State law and Board policy to report to the main office of the school building and register as a visitor to that building each day.
- Coordinate with the Contract Administrator or designee before starting each project.
- If awarded, the contractor must keep the premises free from accumulations of work material and rubbish.
- Respond to every RFQ, if the contractor is unable to provide a quote for any reason, the contract must submit a "No Quote" response. An awarded vendor that does not respond to request for proposals on more than three occasions may be subject to contract termination and/or non-renewal.

c. In the development of price quotations, the maximum unit prices submitted and awarded under this UPC may not be exceeded, but can be reduced at the discretion of the offeror on a competitive per project basis. The sum total of all units extended will be the total price quote for each project.

d. In cases of non-performance, liquidated damages may be deducted from the final invoice. Extensions may be granted if the delay in completing the project were not the fault of the contractor.

11. Proposal

- a. Prices are to be stated in terms of a cost per unit of labor hours, and percentage mark-up for equipment, material, and subcontractors cost (if applicable) as requested on the enclosed cost proposal. The intent is for units to be combined to produce an order for products and services, which will result in a complete and finished project.

12. Bid Submission

Bids will be submitted or hand delivered by the time and date listed on the coversheet to Washington County Public Schools, 10435 Downsview Pike, Hagerstown, MD 21740, Attn: Purchasing Department. Proposals submitted after that time and date will be returned unopened. **Emailed submissions will not be accepted.**

All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled with the bid name, bid number, and due date/time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.

All forms shall be properly completed and where applicable signed by an officer or principal of the company.

13. Multiple Awardees

It is WCPS' intent to award the Bid to more than one vendor in order to assure vendor availability for projects. Award(s) will be based upon the criteria for evaluation, and that the vendor is a responsive and responsible bidder who is qualified to accomplish the scope of services (work) and is in the best interest of WCPS.

14. Liquidated Damages

- a. After successfully setting an agreed upon price and schedule with the Owner, if there is a project delay at the Contractors fault, the Owner **may** impose Liquidated Damages of up to \$150 per calendar day until completion of project.
- 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. 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.

15. Electronic Version

The Bid/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 Bid/RFP. In the event of a conflict between a version of the Bid/RFP in the Bidder's possession and the Purchasing Department's version of the Bid/RFP, the document held by the Purchasing Department shall govern. A hard copy of all documents must be submitted with original signatures, if there is a conflict between the electronic copy and the hard copy the hard copy will govern.

16. Non-Scheduled School Closings

Vendors shall be responsible to become aware of scheduled closings and unscheduled closings due to inclement weather or other causes beyond the control of WCPS. Non-scheduled closings shall be posted on the WCPS website (<http://wcpemd.com/>). Vendors should communicate with the Contract Administrator or his or her designee on any adjustments in the calendar year. In the event of a closing, the vendor must contract WCSP Contract Administrator or his or her designee to determine a mutually agreeable delivery schedule.

17. Contractor Employee Conduct

The vendor shall enforce strict discipline and good order among the vendor's employees and other persons carrying out the contract. The vendor shall not permit employment of the unfit persons or person not skilled in tasks assigned to them. WCPS reserves the right to direct the vendor to remove from the project site, any employee of the vendor for misconduct, violations of the provisions of the contract, or for any inappropriate interactions with students, faculty or staff of WCPS. Such removal may, at the option of WCPS be for the duration of the contract and shall occur at no increase to WCPS.

18. Steel Act

The vendor will comply with the provisions of Sections 17-303 through 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The vendor's affidavit of compliance with these provisions may be required before payment can be made.

19. Damages/Responsibilities for Items Tendered

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

20. Surveys and Permits

- a. The Board shall furnish all surveys unless otherwise specified.
- b. Permits and licenses necessary for the execution of the work will be secured and paid for by the vendor.

21. 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.

22. 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.

23. 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, transportation, 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.

24. Removal of Debris

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.
- b. They will not interfere with WCPS personnel or students in the performance of this contract. WCPS reserves first right of salvage on all materials removed from WCPS facilities and no salvage values should

be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.

- c. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, WCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

25. 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.

26. 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.
- b. The vendor will immediately report to the Contract Administrator any error, inconsistency or omission which they discover.

27. 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.

28. Changes in Work

- a. No changes in the work covered by the approved contract documents will be made without having prior written approval of WCPS. The contract sum may be adjusted according to the approved changes. Consent of the Surety may be required.
- b. Charges or credits for the work covered by the approved change will be determined by one or more of the following methods (determined by WCPS Contract Administrator):
 - i. Unit bid prices
 - ii. Lump sum
 - iii. Time and materials

In the event, the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted including material and rental invoices and/or any other backup as requested by WCPS.

- c. A fixed fee may be proposed, and must be agreed upon and added to the costs listed above. The fee will be compensation to cover the cost of supervision, overhead, surety, profit, and any other general expenses.

SECTION III - REQUIRED INFORMATION

The information requested below is to be provided in this numbered format. Respondents shall carefully read the information below and submit a complete response to all required elements. Incomplete responses may be considered non-responsive.

1. Firm Information

- a. Name of Firm
- b. List the number of years under this name
- c. Brief History of the Company
- d. Form of Business (Corporation, Partnership, Individual, Other)
- e. List Owner(s)
- f. Location of Main Office
- g. Number of employees
- h. Number of years providing these services
 - i. Other services offered
- i. Location of the nearest dispatch office
- j. Primary Contact for Requesting Quotes
 - i. Name
 - ii. Phone Number
 - iii. Cell Number
 - iv. Email address

2. References

- a. Complete the Reference Form

3. Insurance

- a. Confirm that the company will carry the insurance coverages listed in the Bid document throughout the life of the contract.

4. Qualifications

- a. Provide a copy of MD Master, Master Restricted, Limited, and Journeyman HVAC Licenses.
- b. Provide a list of employees and their qualifications

5. Performance

- a. Claims and suits (If the answer to any of the questions below is yes, please attach additional detail and explanations).
 - i. Has your organization ever failed to complete any work awarded to it?
 - ii. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
 - iii. Has your organization filed any lawsuits, requested arbitration, or been party to any litigation with regards to a construction project?