

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 Limited HVAC licensed employee, as described by Md. Code, Bus. Reg. § 9A-101 "(o) "Limited license" means a license issued by the Board exclusively to maintain or repair one or more of the following: heating systems, cooling systems, refrigeration systems, ventilation systems, or hydronic systems. 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 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.