



INVITATION TO BID (ITB)

BID TITLE:	HENRY E. LACKEY HIGH SCHOOL POOL REPAIRS/RENOVATIONS
BID NUMBER:	ITB # 1006
CONTRACT PERIOD:	TBD
INSURANCE CERTIFICATE REQUIRED:	YES
MANDATORY PRE-BID CONFERENCE & SITE VISIT TIME	FEBRUARY 15, 2024, 10 AM, LOCAL 3000 CHICAMUXEN ROAD INDIAN HEAD, MD 20640
DEADLINE FOR QUESTIONS:	FEBRUARY 22, 2024, 3 PM, LOCAL TIME
BID OPENING DATE AND TIME:	MARCH 7, 2024, 3 PM, LOCAL TIME
PLACE OF BID OPENING:	CHARLES COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT 5980 RADIO STATION ROAD, Room # 212 LA PLATA, MARYLAND 20646
BID MUST BE RECEIVED IN:	CHARLES COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT 5980 RADIO STATION ROAD, 2ND FLOOR LA PLATA, MARYLAND 20646
BID MAILING ADDRESS:	CHARLES COUNTY PUBLIC SCHOOLS Attn: Eleanor Foddrell, Purchasing Analyst 5980 RADIO STATION ROAD P.O. BOX 5770 LA PLATA, MD 20646
SHIPPING ADDRESS UPS/FEDEX:	CHARLES COUNTY PUBLIC SCHOOLS Attn: Eleanor Foddrell, Purchasing Analyst 5980 RADIO STATION ROAD, 2ND FLOOR LA PLATA, MD, 20646
E-MAIL ADDRESS:	efoddrell@ccboe.com
PHONE/FAX NUMBERS:	Phone: (301) 392-7581; Fax: (301) 934-7247
WEBSITE:	https://procurement.maryland.gov

NOTES:

CERTIFIED MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS REQUEST.

INCLEMENT WEATHER:

If Charles County Public Schools Administration Offices are closed due to inclement weather on the day an ITB is "DUE", the ITB will be due at the same time the next business day the Charles County Public Schools Administration Offices are open.

QUESTIONS:

Bidders are advised to send all questions to the contact person identified in the ITB document via email or fax by the date and time specified herein.

PICK-UP LOCATION FOR ITB PACKAGE:

In addition to downloading and printing this ITB from <https://emma.maryland.gov>, it is available for pick-up from the Purchasing Department, Jesse L. Starkey Administration Building, 5980 Radio Station Road, 2nd Floor, La Plata, MD 20646, between the hours of 8:30 A.M. - 3 P.M., M-F, Local Time.

Submit your response to the following contact.

Company **Board of Education of Charles County**
 Buyer **Eleanor Foddrell**
 Location **5980 Radio Station Rd.**
P.O Box 2770
La Plata, MD 20646
Charles
United States

Phone
 Fax
 E-mail **efoddrell@ccboe.com**

When submitting your response, include the following information.

Your Company Name	
Company Site <i>(Optional)</i>	
Address	
Contact Details	
Response Valid Until <i>(Optional)</i>	

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1 Overview

1.1 General Information

Title	HENRY E. LACKEY HIGH SCHOOL POOL REPAIRS/RENOVATION		
Synopsis	CCPS is requesting sealed bids from experienced and qualified Bidders to provide pool repairs, renovations, and whitecoat/plaster, at Henry E. Lackey High School. Work shall be performed in a substantial, complete, and professional manner in accordance with the Public Aquatic Operation industry standards and as required by and in strict conformity with the current Health Regulations under the State of Maryland Health Department. The Vendor/Contractor shall provide the required services for the pool to run at normal operation and pass the annual Charles County Health Department inspection.		
Buyer	Eleanor Foddrell	Outcome	Contract Purchase Agreement
E-Mail Introduction	efoddrell@ccboe.com		

1.2 Schedule

Preview Date	2/8/24 8:09 AM	Open Date	2/8/24 8:09 AM
Close Date	3/7/24 3:00 PM	Award Date	
Time Zone	Eastern Standard Time		

1.3 Negotiation Controls

Response Visibility **Blind**

1.4 Terms

Agreement Start Date		Agreement End Date	
Agreement Amount (USD)		Freight Terms	
Payment Terms	Net 30	FOB	Destination
Shipping Method		Price Precision	1
Negotiation Currency	USD (US Dollar)		

2 Requirements

**Response is required*

I. DEFINITIONS

- A. Bid** means the written response/bid submitted by a bidder in accordance with the Invitation to Bid.
- B. Bidder** means an individual, company, supplier, Vendor/Contractor who submits a Bid in response to an ITB (see below).
- C. Business Days** means official working days of the week Monday-Friday, excluding CCPS holidays.
- D. CCPS** means Charles County Public School. CCPS encompasses its Board members, elected and appointed officials, employees, officers, authorized agents representatives, and volunteers.
- E. Contract** means a mutual and legally binding document between the CCPS and a Bidder after an award pursuant to the ITB that obligates the Vendor/Contractor to provide Work (see below) to or on behalf of the CCPS and in exchange for the Work, CCPS pays the Vendor/Contractor. Furthermore, a Contract is an enforceable agreement resulting from CCPS' acceptance of the Bidder's Bid, together with such form of Contract, if any, as CCPS and Bidder may reasonably agree, that it encompasses the ITB, all addenda, if any, and the successful Bid.
- F. Contract Documents:** See definition of Contract above.
- G. Fully Burdened Hourly Rates** – Includes salary, administrative, overhead costs,
- H. Invitation to Bid (ITB)** means a written invitation to Vendors/Contractors to submit a response/bid on a specific project, products, or services to be furnished by an individual, or Vendor/Contractor. An award of an ITB is generally based on the lowest most responsive, responsible bidder.
- I. Notice of Award** means a written notice of award from CCPS to the successful Bidder that binds CCPS and the Bidder to the ITB and Bidder's response.
- J. Properties** means any facility, land, or real estate owned, occupied, or controlled by CCPS.
- K. Vendor/Contractor** means the responsive and responsible Bidder or Bidders responding to this ITB.
- L. Work** means the goods and/or services required under the Contract to be provided by the Vendor/Contractor.

II. INTRODUCTION AND PURPOSE

A. The CCPS system is requesting sealed bids from experienced and qualified Bidders to provide aquatic pool repairs, renovations, and whitecoat/plaster, at Henry E. Lackey High School. Work shall be performed in a substantial, complete, and professional manner in accordance with the Public Aquatic Operation industry standards and as required by and in strict conformity with the current Health Regulations under the State of Maryland Health Department. The Vendor/Contractor shall provide the required services for the pool to run at normal operation and pass the annual Charles County Health Department inspection.

B. The Work shall be performed as specified in Attachment III, "Specifications, Pricing, and Delivery". All Bids shall be sealed, marked on the outside of the package "**ITB # 1006**", addressed to, and received in the Purchasing Department on or before the bid opening date and time, which is **March 7, 2024, at 3 P.M., Local Time.**

Charles County Public Schools
 Purchasing Department
 Attention: Eleanor Foddrell, Purchasing Analyst
 5980 Radio Station Road
 P.O. Box 2770
 La Plata, MD 20646

C. Each Vendor/Contractor shall assume full responsibility for timely delivery of Bids to the location designated for receipt of bids. **Bids received after 3 P.M., Local Time, March 7, 2024,** will be returned unopened.

III. BACKGROUND

Charles County is one of the fastest growing counties in the state of Maryland, with a population of 166,617. Charles County is located less than 30 miles south of Washington D.C. and is considered the gateway to Southern Maryland. School Year 2022-2023, the CCPS system has 27,598 students attending 38 schools and six (6) educational centers. The school system consists of 22 elementary schools, which are comprised of students from pre-kindergarten to grade five; nine (9) middle schools that serve students from grades six through eight; seven (7) high schools that serve students from grades nine through 12, and six (6) centers for disabled and special needs students.

The mission of CCPS is to provide an opportunity for all school-aged children to receive an academically challenging, quality education that builds character, equips for leadership, and prepares for life, in an environment that is safe and conducive to learning.

IV. SCOPE OF WORK

The Vendor/Contractor shall furnish all necessary labor, materials, insurance, contractor's license, subcontractors, supervision, transportation, equipment, and other resources necessary to complete the Work described in Section III, "Specifications, Pricing and Delivery" for CCPS' schools and centers on an "as needed basis". The Contract shall include but is not limited to the Work described in Section III. CCPS reserves the right to make multiple awards.

Vendors/Contractors shall be responsible for complying with all applicable laws and regulations of authorities having jurisdiction while meeting project specifications and requirements.

V. INFORMATION FOR BIDDERS

A. INQUIRIES/COMMUNICATIONS

Prospective Bidders may request that CCPS clarify information contained in this ITB. All such requests must be made in writing to **Eleanor Foddrell, Purchasing Analyst**. CCPS will not respond to any requests for clarifications received after **3 P.M., February 22, 2024**. Questions can be faxed to **Eleanor Foddrell, Purchasing Analyst** at **(301) 934-7247** or sent via e-mail to **efoddrell@ccboe.com**. An addendum or addenda will be issued, if necessary to answer all questions. All addenda will be posted on <https://emma.maryland.gov> and will be available at the CCPS Purchasing Department office, subsequent to the established deadline for questions.

B. PERIOD OF THE CONTRACT

The initial Contract will be determined by the successful awardee's Bid and CCPS' acceptance. CCPS also reserves the right to cancel the Contract, at its discretion, for any reason. Vendor/Contractor performance will be reviewed on an annual basis by the CCPS Purchasing Manager ("Purchasing Manager"). It is the intent of CCPS that should a Bid be accepted and awarded, the Bid, any addenda, Notice of Award, and purchase order will become the Contract. Automatic contract renewals are strictly prohibited; however, the Purchasing Manager may extend the Contract at his own discretion, if necessary. Do not proceed with any Work, until after you have received an executed Purchase Order (PO) from CCPS.

C. PREPARATION AND EXECUTION OF BIDS

1. Bids shall be constructed in the formats set forth in this ITB document and on this ITB's Attachment I- Bid Submission Form Signature Page; Attachment II-Business Relationship Affidavit; Attachment III- Specifications, Pricing and Delivery; Attachment IV-References; Attachment V -Sub-contractor information, Attachment VI-MWCOG Rider Clause; and Attachment VII - W9, and any required supplementary documentation.

2. All forms should be completed in ink or typed. Bids submitted via facsimile shall not be accepted. Only sealed bids submitted via common carrier or in person will be accepted. The Bidder must initial any erasures or alterations in ink. Spaces left blank shall be deemed by CCPS, in its sole discretion, to be "not applicable" or "no bid". All Bidders must submit a total of two (2) Bids: **one (1) SIGNED ORIGINAL**. Also, please submit **one (1) Universal Serial Bus (USB) jump drive, flash drive, thumb drive or a Compact Disc-Read-Only Memory (CD-ROM) containing an exact copy of the signed ORIGINAL**. All signatures must be by a person who has the legal authority to bind the Bidder. Bid prices shall be valid for a period of one hundred and twenty (120) days after the ITB opening date and prior to issuance of the Notice of Award. Prices shall remain fixed and firm for one (1) year from the initial start date of the Contract. Bids submitted via facsimile shall not be accepted.

D. BASIS OF PRICING

1. The Specifications, Pricing, and Delivery Information Sheet (Attachment III) outlines the specifications of services required. Please completely fill in all related prices. All invoices must contain descriptive information as contained in this ITB.

2. Prices must include any and all costs necessary to implement the terms and conditions of the ITB. No Bidder shall be allowed to offer more than one price for each item or service even though the Bidder may feel that they have two or more choices that meet specifications. Bidders must determine for themselves which to offer. If the Bidder should

submit more than one price on any item or service, all prices for that Work will be rejected. Prices quoted shall not include Federal Excise, State Sales, nor Use Taxes, nor any other taxes from which CCPS is exempt. CCPS tax exempt certificates will be furnished upon request.

E. CONDITIONS OF WORK AND JOB SITE

By submitting a bid, the Vendor/Contractor acknowledges that will investigate and satisfy themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, testing and inspection requirements, availability of labor, and materials. Failure by the Vendor/Contractor to thoroughly acquaint itself with the available information will not relieve the Vendor/Contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. CCPS shall not be responsible for any conclusions or interpretations made by the Vendor/Contractor on the basis of the information made available by CCPS.

F. VENDOR/CONTRACTOR QUALIFICATIONS

1. The Vendor/Contractor shall be required to be licensed within ten (10) business days of Notice of Award, and prior to performing any Work for CCPS. Also, within ten (10) business days of Notice of Award, the Vendor/Contractor must submit to the Purchasing Department one (1) copy of the following licenses via hard or electronic copies:

- i. Contractor's Business License;
- ii. All trades requiring licensing; and
- iii. Certificate of Insurance.

2. All Work shall be performed by skilled personnel directly employed or subcontracted by and supervised under the Vendor/Contractor's guidance. CCPS shall reserve the right to investigate Vendors/Contractors and their personnel and CCPS shall be the final sole determinant with regard to qualifications.

G. VENDOR/CONTRACTOR'S PERFORMANCE

1. The Vendor/Contractor shall supervise, direct, and be solely responsible for the quality and delivery of the Work using its best skills and attention.

2. The Vendor/Contractor shall be responsible to CCPS for the acts and omissions of its employees, subcontractors, their agents and employees, and any representative performing any of the Work related to the Contract.

3. The Vendor/Contractor shall perform all Work in accordance with the requirements of the Contract Documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, insurance, and all other items necessary for the satisfactory prosecution and completion of the requirements of the Contract Documents.

4. Upon completion of deliveries, the Bidder shall promptly remove and properly dispose of all implements, surplus property, and debris from the Work(s) site, if any.

H. SUBCONTRACTORS

1. A subcontractor is a person or entity who has a direct contract with the Bidder to perform CCPS' Contract requirements. The CCPS does not directly contract with subcontractors. The subcontractor shall contract solely with the prime Vendor/Contractor.

2. Within 15 days after the Notice of Award, the Vendor/Contractor shall submit to CCPS the names of those subcontractor(s) the Vendor/Contractor proposes to use to perform the required Work related to CCPS' Contract. CCPS reserves the right to accept or reject the use of any subcontractor(s). Contracts between the Vendor/Contractor and the subcontractor(s) shall:

- (i) Require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Vendor/ Contractor by the terms of the Contract Documents, and to assume toward the Vendor/Contractor all the obligations and responsibilities which the Vendor/Contractor, by these Contract Documents, assumes toward CCPS; and
- (ii) Allow to the subcontractor the benefit of all rights, remedies and redress afforded to the Vendor/Contractor by these Contract Documents.

3. The Vendor/Contractor shall not employ any subcontractor with whom CCPS may have a reasonable objection. The Vendor/Contractor shall not be required to contract with anyone with whom he/she has a reasonable objection.

4. Acceptable subcontractors shall have successfully completed at least three (3) years of providing the Work of similar magnitude and complexity. A Vendor/Contractor shall provide, upon request, a copy of all contracts executed between the Vendor/Contractor and his/her subcontractors/ suppliers.

I. MODIFICATIONS/WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid at any time prior to the bid due date and time. All modifications or withdrawals must be in writing, and must be executed by a person with authority to bind the Bidder.

J. DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE, CANCELLATION, AND REJECTION OF BIDS

The Purchasing Manager shall determine whether a Bidder has met the mandatory requirements of this ITB. The Purchasing Manager has the sole authority to determine whether or not any deviation from the requirements of this ITB is material in nature. The Purchasing Manager also reserves the right to waive any minor informality, nonconformity, or irregularity of any bid submitted as a result of requirements of this ITB. The Purchasing Manager reserves the right to reject in whole or in part, cancel this ITB, or reject all bids. The Purchasing Manager may also negotiate with all responsible Bidders in any manner deemed necessary to serve the best interests of the CCPS.

K. MATERIALS SUBMITTED IN RESPONSE TO THIS ITB

Any/all materials submitted in response to this ITB become the property of CCPS. Any information considered to be proprietary or confidential should be so marked.

L. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor/Contractor shall indemnify and hold harmless CCPS and its agents, employees, and representatives from and against all claims, damages, losses, penalties, liabilities, fees (including reasonable attorney fees), and expenses resulting from or arising out of any material breach, of the performance of the Work, warranties, and covenants of the Bidder contained in the Contract Documents; or from any injuries to persons or property caused by the negligence or alleged negligence of the Vendor/Contractor or its subcontractors, employees, or authorized representatives or in any other manner arising out of the performance of this Contract. This indemnification shall continue in full force and effect until the Vendor/Contractor completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by this ITB.

M. BRAND NAMES

Manufacturers' names, trade names, brand names, model and catalog numbers used in this ITB document's specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for American brand names or alternative brands that meet or exceed the quality of the specifications listed for any item. It is the Bidder's responsibility to submit brand literature to demonstrate the equivalency of the product(s) offered.

N. SUBSTITUTIONS

1. In the event a Vendor/Contractor is unable to secure sufficient supplies to fulfill all orders, the Bidder may substitute a product of equal or better quality provided:

- (i) the product is sold at the contract price;
- (ii) CCPS is contacted in advance about the substitution; and
- (iii) CCPS retains the right to determine "equal or better quality".

2. If the Vendor/Contractor is unable to fulfill all obligations in accordance with these terms and conditions, CCPS may acquire the product in the open marketplace with any cost(s) increase(s) being the responsibility of the Vendor/Contractor.

O. SAMPLES

CCPS may at its own discretion require the submittal of samples. If samples are required, they shall be submitted at the same time as the submittal of the bid or subsequent requests as stipulated by the CCPS. Samples are to be packed under separate cover from the bid. CCPS is not responsible for samples that are incorrectly marked or delivered. Samples shall be marked with bid item numbers and identifying manufacturer information. Samples may or may not be returned to the Bidder, at the discretion of the CCPS.

P. EXCEPTIONS

It shall be the responsibility of the Bidder to include with the Bid a list of clarifications of any deviations or qualifications from conditions and specifications of this ITB. The list must be attached to the Bid Submission Form (Attachment I).

Q. QUANTITIES

The quantities given may or may not be fixed quantities. If the quantities are fixed, CCPS will indicate so, otherwise quantities are intended only as a guide for the Bidders. CCPS does not obligate itself to purchase full quantities as indicated; although, the pricing offered must be allowed whether or not the purchase is less than the full quantities indicated herein. CCPS requirements may exceed the quantities shown and the Vendor/Contractor shall be obligated to fulfill the increased requirements. There shall be no allowable minimum order quantities under any resulting Contract.

R. TESTING

Products ordered under this ITB may require testing. If so, products not meeting the requirements/specifications of this ITB, will be returned to the Bidder, at no cost to CCPS. The Bidder shall be required to replace those products at a cost not to exceed the Bidder's price offered under this ITB. At its own discretion, CCPS may request, internally or by an independent testing laboratory, random testing of samples of goods purchased under this Contract, in order to ascertain if the product is, in fact, as represented by the Bidder. If it is established that the product is not as represented, the cost of testing shall be the responsibility of the Bidder, as well as any costs for replacing the product.

If it is indicated that the Bidder knowingly furnished a product to CCPS that did not meet the standards required, CCPS may, at its discretion debar the Bidder from future participation within its jurisdiction.

S. ACCEPTANCE

All Work delivered under this ITB shall be subject to final inspection, test, and acceptance by CCPS prior to any payment.

T. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

CCPS reserves the right to accept any defective Work not in compliance with the specifications contained herein, provided, however, that in such event the price shall be reduced by an appropriate and equitable amount to account for such defect or non-compliance. Such adjustment shall be affected whether or not final payment has been made. Substitutions not properly approved and authorized, will be considered defective and shall be returned to the Vendor/Contractor for refund/replacement at the expense of the Vendor/Contractor. CCPS, at its own discretion will determine if a refund or replacement is appropriate.

U. REJECTION

CCPS shall give notice of rejection of the Work delivered under this ITB within a reasonable time after receipt or acceptance of said Work. Acceptance by CCPS shall not waive any lawful right CCPS might otherwise have by law or by express reservation in this Contract with respect to any nonconformity.

V. CLEAN UP

At all times, the Vendor/Contractor shall keep the project work site free from accumulation of waste materials or rubbish. At the completion of the work, the Vendor/Contractor shall remove all waste materials and rubbish from and about the project work site, as well as tools, equipment, and surplus materials. If the Vendor/Contractor fails to clean up at the completion of the work, CCPS may do so, and the cost shall be charged to the Vendor/Contractor.

W. WARRANTY

The Vendor/Contractor warrants that the services furnished under this ITB will be free from defect not inherent in the quality required or permitted, and that the work will conform to the local, State, and federal requirements for this ITB. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective and shall be redone/returned to the Vendor/Contractor for refund/replacement at the expense of the Vendor/Contractor. Warranty period shall be two (2) year after acceptance by CCPS unless otherwise agreed to by CCPS and Vendor/Contractor.

X. PAYMENT TERMS

Payment shall be made after satisfactory performance of the Work rendered and accepted under this Contract. The Vendor/Contractor must submit an invoice, identified as such, to CCPS for payment of all charges. Invoices must reference the PO number, **[ITB # 1006, Henry E. Lackey High School Pool Repairs/Renovations]**.

Vendors/Contractors must itemize charges. CCPS is generally exempt from Federal Excise, Maryland Sales, and Use Taxes. Payment terms are net 30 days for each proper invoice. CCPS offers Automated Clearing House (ACH) Vendor/Contractor payments through its Accounting Department. In addition, CCPS has implemented a Virtual Electronic Payables System (VEPS). All Vendors/Contractors doing business with CCPS will be offered the option of accepting electronically transmitted payments. Prior to award, all inquiries on CCPS' ACH or VEPS must be submitted in accordance with section VI, "General Terms and Conditions (A) Inquiries/Communications" of this ITB.

Subsequent to award, the Vendor/ Contractor is encouraged to contact the CCPS Accounts Payable Department (301) 934-7343 for additional information related to the CCPS payment process.

Please submit reports and invoices to:

Charles County Public Schools

Henry E. Lackey High School

Attn: Amy Robinson, Aquatics Resource Lead

3000 Chicamuxen Road

Indian Head, MD 20640

Y. CHANGES

1. Change Orders: CCPS may, from time to time, order changes to the Work consisting of additions, deletions, or modifications. Changes may include, but are not limited to changes in Contract sum, the time for performance, pricing, (i.e. CPI-U adjustments), quantities, delivery location, etc. Such changes in the requirements shall be authorized only by written Change Order(s) signed by the CCPS' Procurement Manager and an authorized representative of the Vendor/Contractor.

2. Ordering Option: When an ITB specifies a fixed quantity of Work, the Bidder agrees to provide additional quantities in excess of those stated in the ITB at the same unit prices (or less) as stated in the Bidder's Bid. CCPS reserves the right to negotiate a lower per unit price if it orders more than the fixed quantity contained herein. The amount of any such additional quantity shall be added to the Contract sum by a formal written change order.

3. Option Periods: If the Contract Documents include one or more option periods, all Contract renewals shall be authorized by a renewal notice signed by the CCPS Procurement Manager and the Vendor/Contractor. The Contract sum in the option period(s) shall be based on firm fixed prices used in the first year Contract. Unless, otherwise mutually agreed to, in writing, any request for a price increase for a Contract renewal year shall be limited to the percentage of change (for previous year) in the Consumer Price Index, for all Urban Consumers (CPI-U), for the Washington D.C. Metropolitan Area. CPI-U adjustments are not automatic, Vendor/Contractor must request CPI-U price adjustments in writing to the Purchasing Manager at the time of Contract renewal. Late requests for CPI-U adjustments will not be retroactive.

Z. FORCE MAJEURE

Force majeure is defined as an occurrence beyond the control of the affected parties and not avoidable by reason of diligence. Force majeure excusable causes include, but are not limited to, acts of God, acts of the federal or state government in either their sovereign or contractual capacities, riots, strikes, fire, floods, epidemics, acts of the public enemy, or other similar occurrences. If either party is delayed by force majeure, said parties 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. CCPS reserves the right to cancel the Contract and/or purchase materials, equipment or Work from the best available source during the time of force majeure, and the Vendor/Contractor shall have no recourse against CCPS. 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. If the failure to perform is caused by the default of a subcontractor at any tier and if the cause of the default is beyond the control of both the Vendor/Contractor and the subcontractor and without the fault or negligence of either, the Vendor/Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted Work was obtainable from other sources in sufficient time for the Vendor/Contractor to meet the required time(s) for performance.

AA. NO BID

If the Bidder elects to "No bid" this ITB, a no bid should be filed with the CCPS Purchasing Department.

AB. PROTEST PROCEDURES

A bid protest shall be filed with the CCPS Purchasing Department by submitting a written protest to Nelson E. Sample, Procurement Manager, either by mail at P.O. Box 2770, 5680 Radio Station Road, 2nd Floor, La Plata, MD 20646, or in person at 5980 Radio Station Road, 2nd Floor, La Plata, MD. The protest must be received by the close of business on or before the seventh (7th) business day after the award. Protests shall include bid number, the basis of the protest, the relief sought and whether the protester wishes to have a conference with respect to the protest.

AC. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

CCPS maintains a tobacco and alcohol/drug free environment. The Vendor/Contractor shall not permit its employees, the employees of any subcontractors, suppliers, customers, or others to use tobacco products (smoke or smokeless) on the premises or on property owned, occupied, or operated by CCPS.

AD. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. The Charles County Public School system does not discriminate based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, or disability in its programs, activities, or employment practices. For inquiries, please contact Kathy Kiessling, Title IX/ADA/Section 504 Coordinator (students) or Nikki M. Majors, Title IX/ADA/Section 504 coordinator (employees/adults), at Charles County Public Schools, Jesse L. Starkey Administration Building, P.O. Box 2770, La Plata, MD 20646; 301-932-6610/301-870-3814. For special accommodations call 301-934-7230 or TDD 1-800-735-2258 two weeks prior to the event.

2. In addition, in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA and its affiliates participating in or administering USDA programs are prohibited from discriminating on the bases of race, color, national origin, sex, religious creed, age, political beliefs or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. or disability. Persons with disabilities who require alternative means of communications should contact their local or state agency where they applied for benefits. Deaf, hard of hearing or speech disabled persons may call the USDA through Federal Relay at (800) 877-8339.

3. To file a complaint of discrimination, write USDA, Director, Office of Adjudication at 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call toll-free (866) 632-9992. USDA is an equal opportunity provider.

4. All Bidders shall affirm that they do not discriminate with regard to the Code of Laws of the United States of America (USC) as it relates to discrimination and the Maryland Code, State Government § 20-601 in employment practices by so stating in the response to the bid.

AE. LOCAL SCHOOL SYSTEMS – EQUIVALENT ACCESS STANDARDS – DIGITAL TOOLS (EQUIVALENT AND NONVISUAL ACCESS ACCOUNTABILITY ACT FOR K-12 EDUCATION)

1. In accordance with the State of Maryland's Education Article, Section 7-910 and Senate Bill 617, effective July 1, 2022, digital tools developed or purchased by CCPS shall require equivalent access for students with disabilities, including blindness, in accordance with the technical standards for electronic and information technology issued under subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973, 29 U.S.C. § 794d(a)(2) or any other widely accepted or and freely available technical standard.

2. If CCPS finds that a digital tool fails to meet the equivalent access standards including nonvisual access, within 18 months after development or purchase of the digital tool, CCPS shall send a written notice to the Vendor/Contractor of the Vendor/Contractor's failure to comply with the equivalent access standards required under the Contract.

3. Upon receipt of notice from CCPS, the Vendor/Contractor, at the Vendor/ Contractor's expense, shall modify the digital tool to meet the required equivalent access standards within a timeframe agreed on by CCPS and the Vendor/Contractor.

4. A Vendor/Contractor that fails to meet the equivalent access standards shall:
- i. be subject to a civil penalty of:
 - (a) a fine not exceeding \$5,000 for a first offense; or
 - (b) be subject to a fine not exceeding \$10,000, for a subsequent offense.
 - ii. Indemnify CCPS for liability resulting from the use of a digital tool that fails to meet the equivalent access standards, including nonvisual access.

AF. TERMINATION

1. **CONVENIENCE:** CCPS may terminate the performance of Work under any resulting Contract in whole or in part when it is determined to be in the best interest of CCPS, for any reason. Any such termination shall be effected by delivery to the Vendor/Contractor of a notice of termination specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective. All finished or unfinished Work provided by the Vendor/Contractor shall at the option of CCPS, become the property of CCPS. CCPS shall pay the Vendor/Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination. Upon receipt of a notice of termination, the Vendor/Contractor shall submit his/her Termination Claim to the CCPS Purchasing Office. Either party may terminate this Contract prior to expiration of the period of performance by giving fifteen (15) days advance written notice.

2. **DEFAULT:** CCPS may, by giving fifteen (15) days written notice of default to the Vendor/Contractor, terminate the whole or any part of the contract. Said notice shall give the Vendor/Contractor ten (10) days to cure said default from the date of receipt of said notice. In the event of a default termination, CCPS shall pay the Vendor/Contractor fair and equitable compensation for satisfactory performance up to the date of termination. If, after notice of termination of this Contract under provision of this clause, it is determined for any reason that the Vendor/Contractor was not in default under the provisions of the clause, or that the default was excusable under the provisions of the Contract, 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.

3. **NON-APPROPRIATION OF FUNDS:** This Contract is conditioned upon an annual appropriation made by the CCPS Board of Education of Charles County (Board) of funds sufficient to pay the compensation due the Vendor/Contractor under this Contract. If such an appropriation is not made in any fiscal year and the CCPS lacks funds from other sources to pay the compensation due under this Contract, the CCPS will be entitled to terminate this Contract at the beginning of or during such fiscal year. In that event, the CCPS will not be obligated to make any payments under this Contract beyond the amount properly appropriated for Contract payments in the immediate prior fiscal year. The CCPS will provide the Vendor/Contractor written notice of termination of this Contract due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, the CCPS' failure to provide such notice will not extend this Contract into a fiscal year in which funds for Contract payments have not been appropriated.

AG. APPLICABLE AND COMPLIANCE WITH LAWS:

The Bidder hereby represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take any such action when necessary, hereafter, to remain qualified;
2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
3. It shall comply with all federal, state, and local laws, regulations, rules, statutes, and ordinances applicable to its activities and obligations under this Contract;
4. It shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;
5. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all Work to be performed under this Contract shall conform to all applicable requirements of federal, local, and state laws, rules, regulations, and statutes.

6. This Contract shall be governed and construed in all respects, as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Maryland.

AH. REGISTERED SEX OFFENDERS HB 642/ SB 508 / HB 486 – Children- child Care Facilities, Public Schools, and Nonpublic Schools- Contractors and Subcontractors

1. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, House Bill 642, and Senate Bill 508, a person who enters into a contract with a local board of education may not knowingly employ or assign an individual to work at a school if the individual is a registered sex offender with a conviction of fourth- degree sexual offense and third- degree sexual offense. Offenses committed in another state that would constitute a third- or fourth-degree sexual offense if committed in this state apply. Therefore, in contract awards between Charles County Public School (CCPS) System 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.

2. The Bill also requires Vendors/Contractors and subcontractors in specified facilities who have direct, unsupervised, and uncontrolled access to children to submit a criminal history records check.

3. It shall be the responsibility of all Vendors/Contractors submitting a bid or offer to CCPS to comply with this provision. If a Vendor/Contractor is found to have violated this provision subsequent to an award by CCPS, the contract may be immediately terminated at CCPS' sole option; and that Vendor/Contractor may be liable to CCPS for all re-procurement costs, including liquidated damages; and may be debarred from bidding future CCPS requirements.

4. In addition, effective July 1, 2019, Md. Code, Educ., 6-113.2 (concerning child sexual abuse and sexual misconduct) the following shall apply:

This law applies to entities that contract with a county board of education to provide a service to a school or the students of a school. The law requires that, prior to hiring an individual to work in a public school or with public school students, the contracting entity must request information from the individual and the individual's previous employers using state-mandated forms as to whether the individual has ever been disciplined for allegations of "child sexual abuse" or "sexual misconduct" or "crime of violence." Please contact the CCPS Procurement Manager at (301) 934-7340 for details, or visit the state's web site at <http://www.marylandpublicschools.org/about/Pages/DEE/index.aspx>

AI. RIDER CLAUSE

Vendors/Contractors are advised that in addition to the Rider Clause (see Attachment V), the awarded Contract may be extended, with the authorization of the Vendor/Contractor, to all state, county, local agencies, colleges, and school districts in the State of Maryland. The Vendor/Contractor must deal directly with each jurisdiction concerning issuance of purchase orders, contractual disputes, invoicing, and payments. CCPS assumes no obligation on behalf of any of these organizations. Failure to extend a contract to any listed or unlisted jurisdiction will have no effect on the consideration of your bid.

AJ. EVALUATION OF BIDS

Bids will be evaluated based on a complete response, which shall include: (1) all Addenda, if any;(2) Attachment I-Bid Submission Form Signature Page; (3) Attachment II-Business Relationship Affidavit; (4) Attachment III-Specifications, Pricing and Delivery; (5) Attachment IV-References; (6) Attachment V- Subcontractor Information, Attachment VI-MWCOG Rider Clause, Attachment V11 -W9; with all required supplementary documentation.

AK. AWARD OR REJECTION OF BIDS

Award(s) will be made to the lowest responsive and responsible Bidder complying with all terms and conditions contained herein. CCPS reserves the right to award the requirements of this ITB in total or in part as determined to be in the best interest of CCPS. The CCPS also reserves the right to make multiple awards.

AL. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

Maryland State Law requires CCPS to publish notices of procurements and procurement awards on eMaryland Marketplace Advantage (eMMA). The requirement extends only to contracts procured through competitive sealed bidding, competitive sealed proposals and noncompetitive negotiations, and to procurements whose value equals or exceeds that for State contracts that must be published on eMMA. Bidders are encouraged to register as a Vendor/Contractor with eMMA at <https://procurement.maryland.gov> and must be must be registered with eMMA to

receive a Contract award. If you require assistance, contact the help desk at emma.helpdesk@maryland.gov.

VI. INSURANCE REQUIREMENTS

1. General Insurance Requirements

1.1 The Vendor/Contractor shall not commence Work purchased by CCPS under this Contract until the Vendor/Contractor has obtained at the Vendor/ Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the CCPS; nor shall the Vendor/Contractor allow any subcontractor to commence Work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Vendor/Contractor. Approval of insurance required of the Vendor/Contractor will be granted only after submission to the CCPS Purchasing Department of original certificates of insurance signed by authorized representatives of the insurers or, at the Purchasing Department's request, certified copies of the required insurance policies.

1.2 Insurance as required, hereunder, shall be in force throughout the term of the Contract and, in accordance with 2.1.1 iii, for two (2) years after final payment by CCPS. Original certificates signed by authorized representatives of the insurers or, at CCPS' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Purchasing Department throughout the term of the Contract and for two (2) years after final payment by CCPS under this contract.

1.3 The Vendor/Contractor shall require all subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers' liability insurance to the same extent required of the Vendor/Contractor in 2.1.1, 2.1.2, and 2.1.3, unless any such requirement is expressly waived or amended by CCPS in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by CCPS under this Contract, the Vendor/Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor/Contractor in 3.1 and 3.2. The Vendor/Contractor shall furnish copies of sub-contractors' certificates of insurance to CCPS immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to CCPS.

1.5 No acceptance and/or approval of any insurance by CCPS shall be construed as relieving or excusing the Vendor/Contractor from any liability or obligation imposed upon the Vendor/Contractor by the provisions of this Contract.

1.6 If the Vendor/Contractor does not meet the insurance requirements of this Contract, the Vendor/Contractor shall forward a written request to CCPS for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If CCPS denies the request, the Vendor/Contractor must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to CCPS. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless CCPS grants specific approval for an exception. CCPS hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions more than \$10,000 shall be disclosed by the Vendor/Contractor and are subject to CCPS' written approval. Any deductible or retention amounts elected by the Vendor/Contractor or imposed by the Vendor/Contractor's insurer(s) shall be the sole responsibility of the Vendor/Contractor.

1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to CCPS by the Vendor in connection with this Contract shall belong to and be payable to CCPS.

1.10 If CCPS is damaged by the failure or neglect of the Vendor/Contractor or subcontractors to purchase and maintain insurance as described and required herein, without so notifying CCPS, then the Vendor/Contractor shall bear all reasonable costs properly attributable thereto.

2. Vendor/Contractor's Liability Insurance (Occurrence Basis)

2.1 The Vendor/Contractor shall purchase and maintain the following insurance coverages on an occurrence basis at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$2,000,000 general aggregate; and
- \$2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after final payment by CCPS under this Contract; and
- iv. Contractual liability, including protection for the Vendor/Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident; or
The required level of financial responsibility (insurance or other acceptable security) for for-hire, interstate passenger transportation is determined by the highest seating capacity of your vehicles. Vehicles with a seating capacity of 15 or fewer passengers, including the driver, require \$1,500,000 of coverage, and \$5,000,000 is required for vehicles with a seating capacity of 16 or more passengers, including the driver, per the USDOT-Federal Motor Carriers Safety Administration (applies to coach buses only).

All auto liability insurances or their equivalents are per accident and must also include coverage for all the following:

- i. Liability arising out of the ownership, maintenance, or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 If the Vendor/Contractor has any employees, 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:

- \$500,000 each accident for bodily injury by accident;
- \$500,000 each employee for bodily injury by disease; and
- \$500,000 policy limit for bodily injury by disease.

2.1.4 If the Vendor/Contractor is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

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

- \$1,000,000 per occurrence;
- \$1,000,000 aggregate for other than products/completed operations and auto liability; and
- \$1,000,000 products/services aggregate and including all the following coverages on the applicable schedule of underlying insurance:
 - i. Commercial general liability;
 - ii. Business auto liability; and
 - iii. Employers' liability.

2.1.6 CCPS shall be named as additional insured on the Vendor/Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability caused in whole or in part by the Vendor/Contractor's acts or omissions or the acts or omission of those acting on the Vendor/Contractor's behalf.

The Vendors/Contractor's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, must include the following manuscript additional insured language:

"This policy is amended to include as insured Board, but only for liability arising out of "your product" or "your

service" for the Board by or for you."

(enter specific identifying information such as project name, CCPS' contract number and/or date of contract)".

Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE.

2.1.7 Insurance or self-insurance provided to CCPS and its elected and appointed officials, officers, employees, and authorized volunteers, as specified herein, shall be primary, and any other insurance, self-insurance, coverage, or indemnity available to the Board shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees, and authorized volunteers as specified herein.

2.1.8 Insurance or self-insurance provided to CCPS, its elected and appointed officials, officers, employees and authorized volunteers under any Vendor/Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusions shall be deleted from Vendor/Contractor's liability insurance policies required herein).

2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor/Contractor must comply with the following additional conditions:

- i. The Vendor/Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Vendor/Contractor shall purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. Vendor/Contractor's Property Insurance

Note: The following is not required, if ownership of the property transfers to CCPS when products or materials are delivered to CCPS or are otherwise placed in the CCPS' care, custody, or control.

3.1 The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by CCPS under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody, or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or more than the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to CCPS.

3.2 The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by CCPS under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by CCPS under this Contract when caused by the dishonest acts of the Vendor/Contractor's (or Subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 The Vendor/Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. Waiver of Subrogation

To the fullest extent permitted by law, the Vendor/Contractor and its invitees, employees, officials, volunteers, agents, and representatives waive any right of recovery against the Board of Education of Charles County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery, or installation of any Work provided by Vendor/Contractor under this Contract. Vendor/Contractor specifically waives

any right of recovery against CCPS for personal injury (and any resulting loss of income) suffered while working on behalf of CCPS as an independent Vendor/Contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss, or damage, including the negligence of CCPS. The Vendor/Contractor shall advise its insurers of the foregoing.

5. Acknowledgment of Vendor/Contractor's Independent Contractor Status and No Coverage for Vendor/Contractor under Board's Workers Compensation Coverage

Vendor/Contractor hereby acknowledges its status as an independent Vendor/Contractor while supplying, delivering, or installing Work on behalf of the CCPS and that the CCPS' 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/Contractor or its employees during the Vendor/Contractor's provision of Work to CCPS.

6. Damage to Property of the Vendor/Contractor and its Invitees

To the fullest extent permitted by law, the Vendor/Contractor shall be solely responsible for any loss or damage to property of the Vendor/Contractor or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of CCPS property, occupied or controlled by the CCPS.

2.1 Section 1. BID SUBMISSION FORM SIGNATURE PAGE

*1. **ATTACHMENT I (Required Submission with Bid)**

I/we understand that the CCPS reserves the right to reject any or all Bids and to award to other than the low Bidder, if deemed in the best interest of the CCPS.

I/we certify that this Bid is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a Bid for the same Work and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, any employee, or representative has not been convicted of bribery, attempted bribery, or conspiracy to commit bribery; and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by Federal, States or Local Governments.

In addition, that no member of the Board, Administrative, or Supervisory personnel or other employees of the CCPS has any interest in the bidding company except as follows:

_____.

Are there any deviations to this RFP? If so, please attach.

No _____ Yes _____ If yes, please list all deviations on a separate sheet of paper and attach to this page.

Name of Firm/Company: _____

Address: _____

Telephone No.: (_____) _____

Mobile No.: (_____) _____

Fax No.: (_____) _____

E-mail Address: _____

Signature: _____

Name and Title (Printed): _____

Date: _____

DUNS # _____

Minority Business Status

Select one of the following:-

- a. Certified MBE/DBE #(Response attachments are optional)
- b. Certified Woman Owned #(Response attachments are optional)
- c. Minority Owned Business – Not Certified(Response attachments are optional)
- d. Woman Owned – Not Certified(Response attachments are optional)

2.2 Section 2. BUSINESS RELATIONSHIP AFFIDAVIT

1. **ATTACHMENT II (Required Submission with Bid)**

BIDDER MUST SIGN THIS DOCUMENT AND RETURN TO THE CCPS IN THE SAME SEALED ENVELOPE CONTAINING THE BID FORM AND OTHER PERTINENT ITB INFORMATION.

I HEREBY CERTIFY THAT I am (Title): _____

and the duly authorized representative of the firm: _____

whose address is:

and that I possess the legal authority to make these testimonies on behalf of myself and the company/firm for which I am acting.

NON-COLLUSION CERTIFICATION

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the ITB or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the ITB price, or price proposal of the ITB, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive ITB in connection with the Contract for which the within ITB or offer is submitted.

ANTI-BRIBERY AFFIDAVIT

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

REGISTERED SEX OFFENDERS HB 642/ SB 508 – CHILDREN- CHILD CARE FACILITIES, PUBLIC SCHOOLS, AND NONPUBLIC SCHOOLS- CONTRACTORS AND SUBCONTRACTORS

Neither I, nor to the best of my knowledge, the above firm, nor any of its other officers, directors, or partners, or any of its employees directly involved in obtaining contract with the State or any county, bi- county, of multi- county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of fourth- degree sexual offense or third degree sexual offense. Refer to the Terms and Conditions of the ITB/RFP for more details.

CIVIL RIGHTS COMPLIANCE

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated and do

that I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

Signature:

Date:

Printed or Typed Name and Title:

2.3 Section 3. SPECIFICATIONS, DELIVERY, AND PRICING INFORMATION

1.

ATTACHMENT III

A. SPECIFICATIONS

1. Vendor/Contractor's Qualifications, Performance, and Responsibilities: The Vendor Shall:

i. MANDATORY Pre-Bid Conference and Site Visit:

Attend a **MANDATORY pre-bid conference and site visit on February 15, 2024, starting promptly at 10 A.M.** at Henry E. Lackey High School, 3000 Chicamuxen Road, Indian Head, MD 20640. All visitors must sign in using CCPS' visitor sign in system. Please check in at the main front office. You must bring your driver's license with you to sign into the district's visitor system - **NO EXCEPTIONS**. Masks are optional. Only those Vendors/Contractors who attend the pre-bid conference and site visit will be allowed to submit a Bid. This will be the only time for prospective Bidders to view the current conditions of the pool.

ii. Be responsible for doing a "pre-job" survey with the Lead or her designee(s), prior to starting any Work. By submitting a Bid, the Vendor/Contractor acknowledges that it will investigate and satisfy themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, testing and inspection requirements, availability of labor, and materials. Failure by the Vendor/Contractor to thoroughly acquaint itself with the available information will not relieve the Vendor/Contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. CCPS shall not be responsible for any conclusions or interpretations made by the Vendor/Contractor based on the information made available by CCPS.

iii. Always, observe and comply with all laws, ordinances, regulations, codes, statues, and guidelines of the federal, state, county, and other local government agencies, having jurisdiction, which may in any manner affect the Contract, while meeting the project's specifications and requirements.

iv. Provide detailed specifications for the Work offered in response to this ITB. Bidders' information must provide sufficient detail to determine the experience and ability performing such Work as specified herein. Failure to provide such information may be cause for rejection from further consideration.

- v. Furnish, through its workforce, all necessary and appropriate insurance, permits, supervision, coordination, labor, tools, equipment, machinery, materials, supplies, transportation, relevant license(s), and other resources necessary to fulfill the requirements of the Work.

- vi. Complete Work consequentially, whether, or not any particular wording or direction is omitted or not clearly stated.

- vii. Maintain clear and open communication with CCPS and promptly respond to all CCPS inquiries.

- viii. Have performed satisfactorily and completed jobs/work in five (5) previous contracts of similar size and scope projects within the past 10 years. This Work experience shall include the following areas:
 - a) Stripping, repair of pool shell and re-plastering of swimming pool.

 - b) Beam repair/coping stone/water line tile replacement.

 - c) Replacement of swimming pool plumbing – skimmers, returns, main drains.

 - d) Concrete/pool deck repair work.

 - e) Pump room and/or mechanical repairs or renovation.

- ix. Have at least ten (10) successful years of experience in providing this type of Work and submit a profile of his/her experience providing said services to other school jurisdictions. The Vendor/Contractor shall provide the complete names, US Postal and email addresses, and telephone and mobile numbers of the persons that CCPS can contact concerning his/her work on those contracts (Attachment IV-References).

- x. Supervise, direct, and be solely responsible for the Work, using its best skill and attention, and be responsible to CCPS for the acts and omissions of its employees, subcontractors, agents, representatives, and other persons performing any of the Work.

- xi. Designate one person as a sole spokesperson and decision maker.

- xii. Coordinate with the Maryland Department of Mental Health and Hygiene (DHMH) and any other federal, state, or local entity for all necessary permits for inspection and repair work.

- xiii. Prior to performing any Work for CCPS, submit to the CCPS Purchasing Department office one (1) copy of the

following licenses:

- a) State of MD Contractor's Business License;
- b) Certificate of Insurance; and
- c) All trades requiring licensing.

2. Bid Security

Shall submit a five percent (3%) Bid Bond from a surety licensed to do business in the State of Maryland and satisfactory to CCPS. A certified check, or bank Cashier's/Treasurer Check shall accompany the Bid, or the Bid will not be considered. Bid Bonds shall have the accompanying Power of Attorney. Bid securities shall be returned promptly after the execution of the Contract or, if no Bidder's Bid has been selected within one-hundred-twenty (120) consecutive calendar days after the date of the opening of bids, upon the demand of the Bidder at any time thereafter so long as the Bidder has not been notified of acceptance of his Bid. The Bidder, to whom the award is made shall be required to execute the Contract in accordance with the terms and conditions herein. If the Bidder selected for award fails or refuses to execute the Contract and/or fully comply with requirements of this ITB, their bid security shall be forfeit to the district as liquidated damages in accordance with the terms and conditions contained herein.

3. Liquidated Damages

- i. Shall be liable for and shall pay (\$500/day) to the district as fixed, agreed, and liquidated damages such sum or sums as set forth herein before for each calendar day which the actual time of completion shall be delayed beyond the aforesaid permitted time of completion. Actual damages for such delay are impossible of determination, thus, said sum is a measure only of liquidated damages the CCPS will sustain for each delay and shall not be construed as a penalty.
- ii. CCPS shall have the right to deduct the total amount of any liquidated damages for which the Vendor/Contractor may be liable from moneys otherwise due the Vendor/Contractor including any retainage under the control of CCPS.
- iii. The surety upon the Performance Bond furnished by the Vendor/Contractor shall be liable for any such liquidated Vendor/Contractor damages for which the Vendor/Contractor may be liable, to the extent that the Vendor/Contractor shall not make settlement therefore with CCPS.
- iv. The Work under this Contract shall be conducted in one phase - start Work and work continuously to complete (including cleanup) the project within the timeframe submitted by the Vendor/Contractor.
- v. If, for any reason, the Vendor/Contractor cannot complete the services within the time frame required by CCPS for that site, CCPS reserves the right to obtain the Work from another source.

4. Performance Bond

A Performance Bond and Labor & Material Payment Bond in the amount of (100%) of the Contract price will be required for this project and Contract, from sureties licensed to do business in the State of Maryland and satisfactory to the CCPS and shall be submitted to CCPS at the time of Contract execution by the Bidder within the timeframes required herein. Premiums for the bonds described above shall be paid by the Vendor/Contractor. Bonds shall contain a provision that it shall not be cancelled, non-renewed, nor materially altered without at least ninety (90) days written prior notice to the CCPS.

5. Materials/Equipment

i. Delivery of equipment and/or other materials must be done with the Vendor/Contractor present and stored on site as indicated by the Lead or her designee. Neither equipment nor materials shall be delivered to the worksite, prior to installation, unless the Lead or her designee has given prior approval. CCPS will not be responsible for damage, theft, etc. of any materials or equipment belonging to the successful Vendor/Contractor left on CCPS property. Neither materials nor equipment shall not become the property of CCPS, until after the completion of the project and acceptance of Work by CCPS.

ii. All materials and/or equipment shall be new, unused, and approved by the Supervisor(s), prior to installation. All Work must be in accordance with federal, state, and local laws, regulations, and standards.

iii. Materials, parts and/or equipment from any resulting Contract shall be F.O.B. delivered.

iv. Non-expendable materials such as tools and equipment are not reimbursable.

v. CCPS is generally exempt from Federal Excise, Maryland Sales, and Use Taxes. Upon request, CCPS can provide certificates of exemption. Materials, parts, and equipment such as a well, shall be priced at the Vendor/Contractor's cost-plus applicable taxes (if the Vendor/Contractor has to pay sales taxes).

vi. All prices must include all shipping or delivery costs.

6. Site Damages, Damages, Vendor/Contractor Use of Premises

Vendor/Contractor Shall:

i. Be responsible for maintaining a safe and clean worksite.

ii. Be responsible for Property damages, including, Work, but not limited to, walls, floors, doors, ceilings, and other

surfaces and equipment, damage caused by delivery vehicle(s), workers, representatives, agents, etc. and shall restore the damaged site/property to the original condition immediately upon completion of the project at no cost to CCPS.

iii. Be liable to pay the district the cost of maintenance, repair or replacement made necessary because of loss or damage to the Aquatic Facility equipment caused deliberately or recklessly by the Vendor/Contractor's workers, representatives, agents, etc.

iv. Remove or remedy any hazardous conditions immediately.

v. Immediately bring to the CCPS representative's attention Work damaged by the Vendor/Contractor during delivery. The decision as to the disposition of said Work shall be at the sole discretion of CCPS. Damaged items not brought to the attention of CCPS shall be back charged to the Vendor/Contractor.

vi. Repair any damage while working on-site and correct any potential hazard, existing at, or involving the Aquatic Facility.

vii. Agree to keep all driveways and entrances serving the Property, clear and available for emergency vehicles at all times.

viii. Agree to always keep all driveways and entranceways, serving the Property, clear and available for emergency vehicles, buses, passenger cars, etc.

ix. Select its own legal site(s) for disposal of debris, trash, unsuitable materials, etc. collected under the conditions of the Contract. In no case should debris, trash, and unsuitable materials be disposed of on any CCPS Properties adjacent thereto. The Vendor/Contractor is solely responsible for all damages done, or regulations violated in the disposal of waste material and for any other actions which the Contractor performs. Vendor/Contractor shall under no circumstances place its debris, trash, etc. in the trash receptacles belonging to CCPS.

x. Mobilize and begin work within fourteen (14) days of the date on the Notice to Proceed letter.

7. Delivery, Storage and Handling

i. Delivery of equipment and/or other materials must be done with the Vendor/Contractor present and stored on site as indicated by the Supervisor or the designee. Neither equipment nor materials shall be delivered to the worksite, prior to installation, unless the Supervisor or designee has given prior approval. CCPS will not be responsible for damage, theft, etc. of any materials or equipment belonging to the successful Vendor/Contractor left on CCPS property. Neither materials nor equipment shall not become the property of CCPS, until after the completion of the project.

ii. If, for any reason, the Vendor/Contractor cannot complete the services within the time frame required by CCPS for

that site, CCPS reserves the right to obtain the Work from another source.

iii. All Work deliveries and/or shipments shall be inside deliveries.

iv. Damaged shipping cartons or containers shall be rejected by the Director(s) or their designees at their own discretions.

8. Working Hours

i. All Work must be done between 7 A.M. - 3 P.M., Monday through Friday, excluding CCPS holidays. However, this time may be adjusted as agreed to by CCPS and the Vendor/Contractor in advance of occurrence.

ii. Vendors/Contractors shall be responsible for keeping track of the days when the schools and/or administrative offices are closed. CCPS' calendar for scheduled closures, including inclement weather, and other closures, can be found at <https://www.ccboe.com>. Deliveries cannot be made during such times.

iii. For the purposes of any resultant Contract, all Work shall be coordinated through the Lead or her designee(s).

9. Term of Contract

The Vendor/Contractor(s) selected shall complete the scope of work and all requirements contained herein by TBD by CCPS. Work shall begin after the start date to be specified in a written Notice to Proceed issued by Charles County Public Schools, as established by the CCPS and the Vendor/Contractor, plus any contract time extensions approved by the CCPS to complete all Work to a point of substantial completion as deemed by the Lead.

B. SCOPE OF WORK (SOW)

1. The Vendor/Contractor shall not commence Work prior to receiving a written Notice to Proceed from the district. The Vendor/Contractor shall:

i. Perform Prep Work

a) Be onsite, on time;

b) Access field conditions;

c) Drain Pool Water/empty pool; and

d) Verify Field Conditions.

ii. Initial

a) Perform demolition work;

b) Take off debris/refuse;

c) Install whitecoat/plaster;

d) Re-tile;

e) Repointing of concrete degradation on pool deck; and

f) Field Verify acceptance.

iii. Follow-Up

a) Punch list; and

b) Clean up.

iv. Post

a) Fill pool with approximately 210,000 gallons of water.

10. Pricing

i. CCPS is tax exempt, however applicable taxes are reimbursed, if the Vendor/Contractor pays taxes due for the purchase of materials. The Vendor/Contractor MUST provide an itemized receipt, as proof of purchase, to the satisfaction of CCPS, to receive reimbursement for sales taxes paid.

ii. Bid pricing must incorporate all peripheral costs including, but not limited to the costs of the Work, delivery/transportation charges, materials, labor, insurance, applicable taxes, warranty, overhead, required licensing(s), profit, etc. that are required to successfully perform the Work. Bidders shall insert pricing in The Pricing Tables 1 and 2 below and submit with their Bids.

iii. The undersigned Bidder, having carefully examined the requirements and all subsequent Addenda, hereby agrees to furnish, including, but not limited to, all material, labor, insurance, and transportation and implements necessary to complete the delivery of Work, according to the requirements of this project.

iv. Prices shall be fully burdened. The quantities listed herein are estimated usage. Total Lump Sum Price submitted by the Vendor/Contractor will serve as a basis for Contract award. CCPS's actual annual usage may be more or less than the quantities herein. CCPS does not guarantee an annual usage quantity.

v. Bid shall be valid for 120 days after bid opening date.

11. Pricing Tables

All Work listed below shall conform to American National Standards Institute (ANSI), The Association of Pool & Spa Professionals (APSP), Code of Maryland Administrative Regulations (COMAR), and National Fire Protection Association (NFPA) standards.

i. **BASE BID ITEM A-1**

- a) Drain the pool.
- b) Replace and repair all stainless depth markers and inserts for lane lines.
- c) Remove and replace all six (6) lanes of lane line tiles (6 inches) and end wall target "T"s.
- d) Shallow end markings – replace deep end indicator tiles on bottom of pool at five (5) foot depth.
- e) Remove and replace depth markers on stainless. Properly mark water depth and "No Diving" symbol on the top of the stainless of the deck in accordance with COMAR.
- f) Caulking of expansion joint seam between stainless and pool deck tiles around the perimeter of the pool.

- g) Strip down of pool plaster. Chip out the pool plaster down to the pool shell prior to replaster. Any and all required prep work before applying Pool Plaster Gunitite. White plaster pool interior including walls and floor.
- h) Replace two (2) deep-end ladders and two (2) shallow-end ladders. Replace all ladder anchors.
- i) Make any necessary repairs (check for leaks and cracks) to skimmers after as needed to meet industry standards. All weirs to be replaced.
- j) Make any necessary repairs (check for leaks and cracks) to plumbing/piping and replace as needed.
- k) Pool shall be filled (water on-site) and balanced using the Code of Maryland (COMAR) standards, including Langelier Saturation Index readings to be in between -.3 to +.3 and the chlorine residual of at least 5.0 ppm. Brush and vacuum the pool until completion of project and final inspection from the Maryland Department of Health and Mental Hygiene (DHMH).

ii. **SOW (CONTINGENCY ITEMS)**

All work listed below shall conform to ANSI, APSP, COMAR, and NFPA standards.

- a) Contingency Bid Item No. B-1: Repair Beam Damage – Per linear foot at 6" depth. To be replaced as needed based on unknown condition.
- b) Contingency Bid Item No. B-2: Replace the hair and lint strainer including new bolts at the connection flanges with equivalent or higher model.
- c) Contingency Bid Item No. B-3: Replace the pool pump and motor with equivalent or higher model.
- d) Contingency Bid Item No. B-4: Replace the automatic chemical controller and feeder system for liquid chlorine and muriatic acid feed.
- e) Contingency Bid Item No. B-5: Replace filtration system with high-rate sand filters with equivalent or better including all necessary filter, media, plumbing and valves.
- f) Contingency Bid Item No. B-6: Add and install Ultraviolet (UV) light disinfection system to current sand filtration system up to codes and standards.

g) Contingency Bid Item No. B-7: Expansion joint caulking on the deck /pool perimeter which are included in Base Bid Item A-1). Removal of old caulk, install backer rod if needed, and lay new bead of caulk at expansion joints on the pool deck.

(h) Contingency Bid Item No. B-8: Replace and install six (6) new dive blocks.

(i) Contingency Bid Item No. B-9: Replace flow meter, influent and effluent gauges, install site glass with higher model to meet COMAR standards.

(j) Contingency Bid Item No's. B-12 through B-20: Please list any needs or recommendations outside of Section 2.2 Scope of Work (Base Bid Item A-1) of these Special Provisions, needed to meet COMAR standards or other reasonable cost-effective enhancements to the facility.

2.

ATTACHMENT III

A. SPECIFICATIONS

All Vendors/Contractors shall provide detailed specifications for the Work offered in response to this ITB. Product information must provide sufficient detail to determine equivalency with the required specified herein. Failure to provide such information may be cause for rejection from further consideration.

THE ATTACHED PRICING TABLES MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH YOUR BID.

2.4 Section 4. REFERENCES

1. **ATTACHMENT IV *(Required Submission With Bid)***

1. ORGANIZATION NAME

ADDRESS

TELEPHONE NO. _____

MOBILE NO. _____

FAX NO _____

CONTACT PERSON NAME & TITLE FOR WHOM WORK WAS PROVIDED:

EMAIL ADDRESS

DESCRIPTION OF WORK _____

=====

2. ORGANIZATION NAME

ADDRESS

TELEPHONE NO. _____

MOBILE NO. _____

FAX NO _____

CONTACT PERSON NAME & TITLE FOR WHOM WORK WAS PROVIDED:

EMAIL ADDRESS

DESCRIPTION OF WORK _____

=====

3. ORGANIZATION NAME

ADDRESS

TELEPHONE NO. _____

MOBILE NO. _____

FAX NO _____

CONTACT PERSON NAME & TITLE FOR WHOM WORK WAS PROVIDED:

EMAIL ADDRESS

DESCRIPTION OF WORK _____

=====

Please attached to this form, resumes of all key personnel who will be assigned to this Contract.

2.5 Section 5. SUBCONTRACTOR INFORMATION

1. **ATTACHMENT V (Required Submission with Bid)**

Please attached to this form, resumes of all key personnel who will be assigned to this Contract.

You must complete and return this form with your quote. Make additional copies of this page, if necessary

1. Type of Work/Trade:

Company Name: _____

Street Address: _____

City, State & Zip: _____

Phone: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email: _____

=====

2. Type of Work/Trade:

Company Name: _____

Street Address: _____

City, State & Zip: _____

Phone: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email: _____

=====

3.Type of Work/Trade:

Company Name: _____

Street Address: _____

City, State & Zip: _____

Phone: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email: _____

=====

2.6 Section 6. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

1. **ATTACHMENT VI (Required Submission with Bid)**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE. (MWCOG)

- A. If authorized by the RFP/proposal, resultant contract(s) will be extended to any or all of the listed members as designated by the RFP/proposal to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your RFP/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

VENDORS/CONTRACTOR'S AUTHORIZATION TO EXTEND CONTRACT:

- YES NO JURISDICTION
- ____ Alexandria, Virginia
 - ____ Alexandria Public Schools
 - ____ Alexandria Sanitation Authority
 - ____ Arlington County, Virginia
 - ____ Arlington County Public Schools
 - ____ Bladensburg, Maryland
 - ____ Bowie, Maryland
 - ____ Charles County Public Schools
 - ____ College Park, Maryland
 - ____ Culpeper County, Virginia
 - ____ District of Columbia
 - ____ District of Columbia Courts

- _____ District of Columbia Public Schools
- _____ District of Columbia Water & Sewer Auth.
- _____ Fairfax, Virginia
- _____ Fairfax County, Virginia
- _____ Fairfax County Water Authority
- _____ Falls Church, Virginia
- _____ Fauquier County Schools & Government, Virginia
- _____ Frederick, Maryland
- _____ Frederick County, Maryland
- _____ Gaithersburg, Maryland
- _____ Greenbelt, Maryland
- _____ Herndon, Virginia
- _____ Leesburg, Virginia
- _____ Loudoun County, Virginia
- _____ Loudoun County Public Schools
- _____ Loudoun County Sanitation Authority
- _____ Maryland Department of Transportation
- _____ City of Manassas Public Schools
- _____ Manassas Park, Virginia
- _____ Maryland-National Capital Park & Planning Comm.
- _____ Metropolitan Washington Airports Authority
- _____ Metropolitan Washington Council of Governments
- _____ Montgomery College
- _____ Montgomery County, Maryland
- _____ Montgomery County Public Schools
- _____ Northern Virginia Community College
- _____ OmniRide
- _____ Prince George's County, Maryland
- _____ Prince George's Public Schools
- _____ Prince William County, Virginia
- _____ Prince William County Public Schools
- _____ Prince William County Service Authority
- _____ Rockville, Maryland
- _____ Spotsylvania County Schools
- _____ Stafford County, Virginia
- _____ Takoma Park, Maryland
- _____ Upper Occoquan Sewage Authority
- _____ Vienna, Virginia
- _____ Virginia Railway Express
- _____ Washington Metropolitan Area Transit Authority
- _____ Washington Suburban Sanitary Commission
- _____ Winchester, Virginia
- _____ Winchester Public Schools
- _____ Manassas, Virginia
- _____ Potomac & Rappahannock Trans. Commission
- _____ Maryland Department of Transportation

Name of Company: _____

Authorized Signature: _____

Date: _____

2.7 Section 7. W-9 Request for Taxpayer Identification

1. W-9 Request for Taxpayer Identification *(Required Submission with Bid)*

