

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Invitation For Bid #9461.1

Air Handler Replacement Unit at West Farm Bus Depot

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The intent of this Invitation For Bid (IFB) is to secure all inclusive prices from the Montgomery County Public Schools (MCPS) HVAC pre-qualified contractors to provide labor, equipment, materials, supervision, tools and all related incidental required to replace the air handler unit at West Farms Bus Depot located at 11920 Boumeffield Way, Bldg C, Silver Spring, MD 20904 in accordance to the specifications outlined in this solicitation.

Mandatory Site Visit

Due to Covid 19 restrictions - site visits will be done in groups of 4 at a time. Contractors shall respond with time and date they wish to assist by July 28, 2:00 P.M.

Wednesday July 29, 2020 at 9:00 a.m. and 10:00 a.m.

Thursday, July 30, 2020, at 9:00 a.m. and 10:00 a.m

B. Award

This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder(s) submitting the most favorable prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. **Awards are contingent upon availability of funds.**

C. Interpretation of Specification

The commodities listed are specified to meet the minimum requirements of MCPS. Therefore, suppliers are informed that they must provide services in conformance to quality standards equal to the services specified.

D. Deviations

All bids meeting the intent of the invitation will be considered for award. Suppliers offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of

such a sheet shall indicate that the supplier has taken no exception and shall therefore be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

E. Contract Term/Schedule

The term of contract shall be for one year as stipulated on the bid document. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term.

MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to two additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

F. Schedule/Restrictions

Time is of the essence in the performance of this contract. Start and end dates will be coordinated with the MCPS, Division of Maintenance Project Manager for the project listed in this solicitation. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension.

G. Warranty

The supplier warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

H. Award Criteria

1. Conformance to specifications
2. Ability to perform
3. Price/Completion time
4. Past performance

I. Quotations

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

J. References

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered.

<u>Company Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
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1. _____

Email: _____

2. _____

Email: _____

3. _____

Email: _____

K. Bidder Obligation

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

All MCPS Contracts must include the following provisions:

- a. **Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000.00 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

1. A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation.

Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

b. **Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term “work-force” in this and the preceding section refers to all of the contractor’s direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

Provide letter certification that your company is in compliance and follows the guidelines of the Annotated Code of Maryland Section 11-722 – Bidder Obligation/Sex Offender.

L. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This

shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid response.

M. eMaryland Marketplace

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration is free. It is recommended that any interested supplier register at <https://emma.maryland.gov> regardless of the award outcome for this solicitation, as it is a valuable resource for upcoming bid notifications for municipalities throughout the State of Maryland

N. Submission of Bids

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy.

O. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the "Event Calendar" on the MCPS Web site <http://procurement.montgomeryschoolsmd.org/home/Bids> or contact Mrs. Laly Bowers, CPPB, Buyer, in the Procurement Unit at Laly_A_Bowers@mcpsmd.org or at Procurement@mcpsmd.org to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

P. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Laly Bowers, CPPB, Buyer II, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173 or by email Laly_A_Bowers@mcpsmd.org Questions must be received no later than four days prior to bid

due date in order for the bidder to receive a reply prior to submitting his response. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://procurement.montgomeryschoolsmd.org/home/Bids>

Subsequent to the award if the Contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Environmental Health Specialist (EHS) **in writing** via fax to resolve and receive clarification with copies to Mrs. Laly Bowers, CPPB, Buyer in the Procurement Unit.

Q. **SUBMISSION OF BIDS**

Quotation Form

Pricing to be entered on the Quotation Form supplied in **APPENDIX C. Responses are due August 11, 2020 2:00 P.M. email responses will be accepted NLT 2:00 P.M. to [Laly A Bowers@mcpsmd.org](mailto:Laly.A.Bowers@mcpsmd.org)**

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

R. **POST BID SUBMISSIONS**

1. The apparent low bidder may be required to supply, **within 48 hours** after MCPS requests, applicable business and Contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS Contractor evaluation. **Failure to supply a copy as specified may disqualify your bid.**

2. Sub-Contractors

a) The apparent low bidder shall supply a complete list of all Sub-Contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so may be grounds for termination of your bid.** The contractor shall be responsible for assuring that all proposed Sub-Contractors are in good standing with MCPS.

b) MCPS shall notify the contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, in duplicate, proof their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their Sub-Contractors shall be written and unamended on the Standard Form of Agreement between the contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the contractor shall supply copies of this contract to MCPS **within five workdays.**

c) MCPS acceptance of Sub-Contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the Sub-Contractors to satisfactorily perform the work in a timely fashion is the contractor's responsibility and not that of MCPS.

d) All work must be performed by a bona-fide licensed trade person (See Paragraph L, Quality Assurance)

3. Minority Business Enterprise in Public Schools

a) Minority business enterprises are encouraged to respond to this solicitation.

5. Invoicing

a) Bidder shall submit invoices in duplicate, one copy to the MCPS Project Coordinator for payment approval and one copy to the Division of Controller, Accounts Payable at Montgomery County Public Schools, 45 West Gude Drive, Rockville, MD 20850. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.**

b) The work to be performed at each school shall be assigned a cost by the contractor, and shall be subject to MCPS approval. The agreed cost for each school shall be employed in invoicing the work performed at that school.

MCPS is not obligated to make partial payments for work performed at each facility. However, partial payments may be considered based upon the contractor's justification of expenditures and satisfactory work performed up to 90% of the total proposal cost of each facility. The remaining balance for each facility will be paid upon MCPS acceptance of the installation as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule.

Final payment shall be made after the project is complete in all detail as specified and accepted by the MCPS Project Coordinator.

c) Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the contractor's application for partial payment.

d) Retainage, amounting to 10%, shall be withheld from all payments made to the contractor. Retainage shall be paid upon final acceptance by MCPS of the installation and of the work.

6. Permits and Inspections

The contractor shall obtain all required permits, pay all fees, and certify that all required permits have been obtained prior to commencing work. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

S. SALES TAX

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale . . . of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property . . . ". Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland.

T. PERFORMANCE

1. The contractor shall have on the job site at least one person fluent in English.
2. **The contractor must provide the MCPS Project Coordinator with cellular telephone numbers of Project Managers to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. MCPS requires the installer to maintain a full-time supervisor/foreman on the job site while the work is in progress who is experienced in installing automation systems similar to the type and scope required for this project.
5. Contractors and employees:
 - a) While performing work, the contractor will be required to check in daily at the school's main office and should have their MCPS contractor's badge visible at all times while on premises.
 - b) Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. Work area must be left clean and ready for use after the installation. The contractor must remove all debris generated by the work from the premises daily.

8. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards must be followed.
9. The contractor shall provide and maintain such temporary barricades as are necessary to prevent unauthorized personnel from entering the areas of where work is being performed by the contractor at each school. Such barricades shall be completely removed upon completion of the work.
10. **Failure to perform in accordance with MCPS specifications and industry standards may result in the contractor being removed from the approved vendor list to receive future Invitation For Bid for a period of two years.**

U. **MCPS PROJECT MANAGER/PROJECT COORDINATOR**

1. MCPS will provide contact information of the project coordinator assigned to this contract. No changes in contract conditions or specifications will be made without the project coordinator's approval and authorization by the director of the Department of Materials Management or his designee.
2. After award the MCPS project coordinator will handle day-to-day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS project coordinator.
3. The project coordinator is authorized to:
 - a) Serve as liaison between MCPS and the contractor;
 - b) Give direction to the contractor to ensure satisfactory and complete performance;
 - c) Monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - d) Serve as records custodian for this contract;
 - e) Accept or reject the contractor's performance;
 - f) Furnish timely written notice of the contractor's performance failure to the MCPS Project Manager;
 - g) Prepare required reports;
 - h) Approve or reject invoices for payment and submitted construction schedules;
 - i) Recommend contract modifications or terminations to the MCPS Project Manager;
 - j) Issue notices to the contractor to proceed with the project after receiving signed change order as required.
4. The MCPS project coordinator and or Project Manager are **NOT** authorized to make determination, as opposed to recommendations, that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

V. SITE INSPECTION

MCPS will not conduct a mandatory pre-bid site visit for each site. Bidders are encouraged to visit the site prior to submitting a bid to verify and become familiar with existing conditions and the character of operations to be carried out under this contract.

W. PRE-CONSTRUCTION MEETING

1. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements shall be provided at this meeting to the MCPS Project Manager.
3. Issues raised during this meeting which cannot be resolved to MCPS's satisfaction will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

II. DETAILED SPECIFICATIONS/ SCOPE OF WORK**Scope of Work:**

1. Recover the refrigerant and store and dispose according to EPA guidelines.
2. Lock out and tag out existing air handler unit.
3. Demolish, remove and dispose of the existing air handler/furnace/evap coil/ condenser unit.
4. Provide and install a new 225k BTU Reznor gas furnace with drive package or equal and matching Trane 10-ton Cond and Evap or similar equipment.
5. New custom ductwork transitions will be fabricated and installed.
6. Supply and return duct detectors required, along with work to connect to fire alarm panel and test.
7. Connect the new units to the existing line voltage electrical wiring or existing electrical supply.
8. Disconnect and modify the existing flue pipe to connect to the replacement furnace. Supply, connect and test new 2 psi or appropriate psi gas regulator.
9. Provide all means of disconnect as required. Gas to be reconnected and purged.
10. Provide and install new condensate piping to floor drain or exterior of building.
11. Insulate the new piping and new ductwork to match existing.
12. Pressurize, vacuum and leak/pressure test the new system.
13. Existing underground refrigerant lines should be flushed and capped.
14. Install and test new above ground refrigerant lines. Lines should be sized accordingly for new system.
15. Disconnect and reconnect the stand-alone controls.
16. Perform the Startup and Commissioning of the units.
17. Services to be performed by factory trained personnel.
18. All workmanship, equipment and materials shall be guaranteed for two years. Any longer-term warranty and/or guaranteed offered as standard from product manufacturers shall be included. The Contractor shall supply labor and materials for warranty replacements throughout the two-year period. The warranty shall begin on the date the MCPS Project Coordinator approves the Contractor's final invoice for payment.
19. Should a manufacturer's warranty exceed the requirements stated above, the manufacturer's warranty will be the primary one used in the case of defect.
20. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of the bidder and/or manufacturer to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
21. Contractor shall provide copies of manuals and manufacturer's warranties upon completion of project and prior to final payment.
22. Work to be completed during normal business hours M-F.
23. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS project coordinator to avoid conflicts with administrative and school activities.
24. Contractor to provide supervision and project management as needed.
25. Remove all trash and debris from the job site daily (related to services performed).
26. Provide regular updates on progress as requested by the MCPS Project Coordinator.

27. Contractor(s) are required to inspect the sites, take measurements, and develop proposal in accordance with details noted above as well as on-site inspection. The proposal submission must include in writing any conditions that might prevent Contractor from performing their work in the manner intended. Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.

Proposals must include the following items on separate sheet:

- Details on work to be completed;
- Item costs
- Labor cost
- Material costs
- Estimated completion _____days after approval is received

The project will be awarded based on total cost and completion timeframe. Time is of the essence in the completion of this project. However, work cannot begin without MCPS approval.

The Undersigned, having carefully examined the Invitation For Bid, and project specifications, instructions and any addenda thereto; and having visited the site submits a response to furnish all labor, materials and equipment necessary to properly complete all of the work as specified herein at:

AIR HANDLER UNIT REPLACEMENT AT WEST FARM BUS DEPOT:

Total Cost _____ dollars

\$_____

BIDDER'S CERTIFICATION

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By: (Signature) _____

Name and Title _____