

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MD 21701
TELEPHONE: 301-644-5219 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS

FOR

PROCESSED COMMODITIES

RFP NUMBER:	15FS3,
PRE-PROPOSAL MEETING TIME/DATE/LOCATION:	10:00 A.M. local time, April 14, 2015 FCPS/Food and Nutrition Services/Conf. Rm. 33 Thomas Johnson Drive Frederick, MD 21702
PRE-PROPOSAL ATTENDANCE:	Not mandatory, however, attendance is encouraged.
RFP DUE TIME/DATE/ LOCATION:	11:00 A.M. local time, April 29, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 All Saints Street)
TENTATIVE AWARD SCHEDULED FOR BOARD MEETING:	May 27, 2015

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

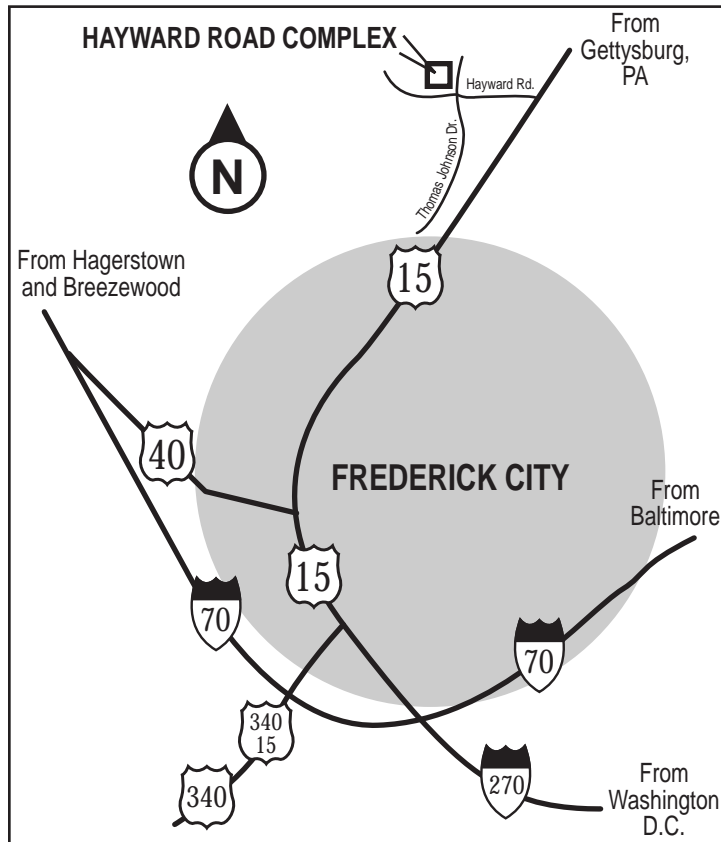
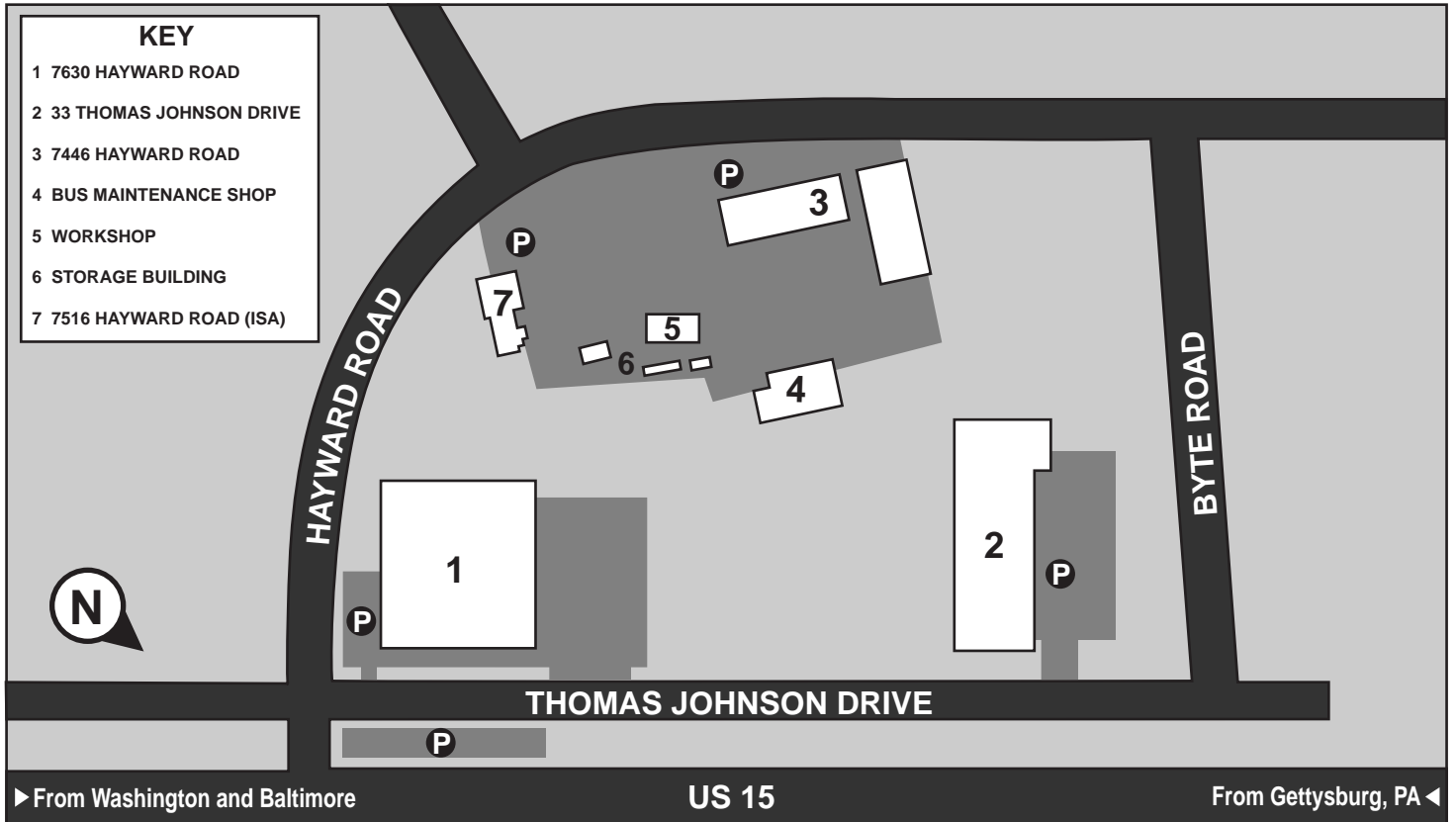
Stephen Starmer, Purchasing Manager
Kim Miskell, Assistant Purchasing Manager
Billie Laughland, Buyer Specialist
Bill Meekins, Buyer Specialist
X Scott Bachtell, Buyer Specialist

NOTE: Companies must have on file an approved General Application form in order to ensure notification of future bid solicitations. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, e-mail: robin.underwood@fcps.org, if you are uncertain as to your company's registration status.

Issued: 04.01.15

FREDERICK COUNTY, MARYLAND PUBLIC SCHOOLS

HAYWARD ROAD COMPLEX



FROM POINTS NORTH: Follow U.S. Route 15 south to Frederick. Hayward Road will be a right turn off of U.S. 15. (Look for a Rentals Unlimited on the corner of U.S. Route 15 and Hayward Road.) After the turn, The Hayward Complex will be almost immediately on your right.

FROM POINTS WEST: Follow I-70 east. Take the first Frederick exit to U.S. Route 40. Follow U.S. 40 east to the U.S. 15 junction. Follow U.S. 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit. *You should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.

FROM WASHINGTON D.C.: Follow I-270 northwest from Washington to the junction with I-70 and Route 15. Follow U.S. 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit, *you should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.

FROM BALTIMORE: Follow I-70 west from Baltimore to the junction with U.S. Route 15. Take U.S. Route 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit, *you should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.



Frederick County Public Schools' Calendar SY 2014-15
Approved February 26, 2014

August 2014

11 Mon New Teachers Report
19 Tue Teachers Report to Work: Training and Preparation
25 Mon First Day of School for Students

September 2014

01 Mon Schools Closed. Labor Day
19 Fri Schools Closed: Fair Day
24 Wed 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session
25 Thu Schools Closed. Rosh Hashanah

October 2014

06-09 Mon-Thu High School Assessments
17 Fri Schools Closed for Students: Teacher Work Day
31 Fri 2-Hour Early Dismissal for Students (End of First Term): Teacher Work Session

November 2014

03 Mon Schools Closed for Students: Teacher Work Day
04 Tue Schools Closed: Election Day
05 Wed Second Terms Begins
10-14, 17-21 Mon-Fri High School PARCC Assessments
21 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
24 Mon Elementary & Middle School Parent-Teacher Conferences in evening: Those schools open 4 hours late; high school is full day
25 Tue Elementary & Middle School Parent-Teacher Conferences in afternoon: Those schools dismiss 3.5 hours early; high school is full day
26 Wed Schools Closed: Thanksgiving Break
27-28 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

December 2014

01-05, 8-12, 15-19 Mon-Fri High School PARCC Assessments
24 Wed Schools Closed: Christmas Eve
25 Thu Schools Closed: Christmas Day
26-31 Fri-Wed Schools Closed: Winter Break

January 2015

01 Thu Schools Closed: New Year's Day
02 Fri Schools Closed
05-09, 12-16 Mon-Fri High School PARCC Assessments (12-15 Mon-Thu HSAs)
19 Mon Schools Closed: Dr. Martin Luther King Jr. Day
23 Fri First Semester (Second Term) Ends
26 Mon Schools Closed for Students: Teacher Work Day
27 Tue Second Semester (Third Term) Begins

February 2015

13 Fri Schools Closed for Students: Teacher Curriculum Day
16* Mon Schools Closed: Presidents' Day
27 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session

March 2015

02-27 Mon-Fri Elementary/Middle PARCC Assessments
20 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
31 Tue End of Third Term

April 2015

01* Wed Schools Closed for Students: Teacher Work Day
02*Thu Schools Closed: Spring Break
03 Fri Schools Closed: Good Friday
06 Mon Schools Closed: Easter Monday
07 Tue Fourth Term Begins
13-17 Mon-Fri High School PARCC Assessments; Science MSA
20-24 Mon-Fri Elementary, Middle, High PARCC Assessments; Science MSA
27-30 Mon-Thu Elementary, Middle, High PARCC Assessments; Science MSA

May 2015

01 Fri Elementary, Middle, High PARCC Assessments; Science MSA
04-08 Mon-Fri Elementary, Middle, High PARCC Assessments
08 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session
11-15 Mon-Fri Elementary, Middle, High PARCC Assessments
18-21 Mon-Thu High School PARCC Assessments and HSAs
22 Fri High School PARCC Assessments
25 Mon Schools Closed: Memorial Day
26-29 Tue-Fri High School PARCC Assessments

June 2015

15* Mon 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session
16*Tue Last Day of School for Teachers

*Includes 5 days for snow or other emergency closings. If all days are not needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are needed, we will make them up in this order: February 16, April 1 and 2, June 16 and 17.
3/21/2014

A. GENERAL CONDITIONS AND INSTRUCTION FOR SUPPLIES AND EQUIPMENT

1. PRE-BID MEETING

If warranted, a Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package. Unless noted otherwise, the meeting will be held in the Conference Room of the Purchasing Department, located at 191 South East Street, Frederick, Maryland 21701.

Attendance at the Pre-Bid Meeting is not mandatory in order for your bid to be considered for an award, yet all vendors are strongly encouraged to attend.

The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.

Due to possible changes and/or additions to the specifications, bids should not be mailed until after the pre-bid meeting. All changes will be processed through addenda of this solicitation package.

2. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept unopened. The representative of the Superintendent, whose duty it is to open bids, will decide when the specified time has arrived. No bid received thereafter will be considered. The Superintendent or his/her representative will not be responsible for the premature opening of bids received not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids. After a bid has been opened, it may not be withdrawn.

All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or electronic mailed bids will not be considered. Modifications by facsimile of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.

In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS Administrative Offices are closed, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be opened in the FCPS Purchasing Department, 191 South East Street, Frederick, Maryland 21701, on the date and hour stated herein.

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

4. AUTHORIZED DEALERS

Only authorized dealers may bid on equipment requested herein. At the discretion of the Board of Education of Frederick County (herein after referred to as the Board), a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is

duly authorized to service and maintain the equipment.

An inspection of a bidder's place of business may be made to determine if satisfactory standards of sanitation exist or to determine product quality.

5. PREPARATION OF BID/SIGNATURE

Bids must be prepared on the enclosed proposal form(s) and in accordance with the specifications herein.

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder to the contrary.

Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of his/her authority to do so, if requested.

Failure to properly sign the bid document will result in rejection of the bid.

6. ERRORS IN BIDS/INTERPRETATION

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.

Should any bidder be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify the Purchasing Manager for the Board. All bidders will then be notified, in writing, of clarification or additional information by means of addenda.

If the bidder has made an error, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager and/or the Board. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.

Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

7. QUOTATION

The bidder shall complete the information requested on the proposal form(s). Prices quoted shall not exceed the prices established under any governmental price control regulations.

All prices shall be firm for a period of ninety (90) days from the date of bid opening unless otherwise stated under Special Notices. THE BOARD RETAINS THE RIGHT, WITH MUTUAL CONSENT OF THE BIDDER(S), TO UTILIZE THE BID PRICING AND APPROVED PRICE CHANGES FOR FUTURE PURCHASES FOR AS LONG AS THE BIDDER(S) MUTUALLY AGREES TO EXTEND THE PRICES.

The Board will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized under "Special Notices". No charge will be allowed for cases,

boxes, cardboard, bottles, etc. or for freight expenses. Charges for express delivery will only be allowed if requested by the Board. Empty packages, cases, boxes, cardboard, bottles, etc., must be removed by the Contractor at his/her own expense.

If the contract includes equipment, all prices must be FOB-Destination (inside delivery). The bidder(s) are encouraged to bid only one product per line item that most nearly meets the specifications. If the bidder believes that there is more than one product available, a limit of two offers will be considered for each line item.

If two or more particular brands, models, or makes are listed in the specifications (under Base and Alternate Bids) and the bidder has not indicated in the bid which of the two or more brands, models, etc., is being bid, it shall be understood that the Board may require the Contractor to furnish whichever is preferred by the Board.

8. DISCOUNTS

The Board reserves the right to consider discounts in evaluating the bid. The bidder should calculate all discounts other than prompt payment.

9. BIDS FOR ALL OR PART

A bidder may restrict his/her bid to be considered in the aggregate by so stating, but should name a unit price on each item bid upon. Any bid, which the bidder names a total price for all the items without quoting a price on each and every separate item, may be considered non-responsive. Unless a bidder has restricted his/her bid, award may be made to the bidder submitting the lowest aggregate bid on a group of items of a similar nature or on an individual item basis, or any other basis deemed to be in the best interest of the Board.

10. STANDARD OF QUALITY, "OR EQUAL CLAUSES", MATERIALS SUBSTITUTIONS

Unless otherwise specified, all materials used for the manufacture or construction of any work covered by this bid shall be new and the workmanship shall be of the highest quality. Any material or article, which will perform adequately the duties imposed by the general design, will be considered equal and satisfactory. This is providing the material or article so proposed is of equal substance of function in the Purchasing Manager's opinion. **THE BRAND SPECIFIED IS USED ONLY TO ESTABLISH A QUALITY LEVEL. EQUIVALENT ITEMS WILL BE ACCEPTED UNLESS SPECIFICALLY NOTED OTHERWISE, UNDER SPECIAL NOTICES.**

In the absence of any statement to the contrary by the bidder, the bid will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.

If for any reason the Contractor cannot guarantee his/her work using a material or equipment which has been specified, he/she shall so notify the Board in writing at least seven days in advance of the bid opening, giving reasons, together with the name and data concerning substitute products proposed. Requests for substitutions must be accompanied by documentary proof of equality and delivery from suppliers of both specified and proposed equipment and materials. A statement of any credit or extra cost involved shall also be included with the request.

Requests for approval of substitutions may not be considered a cause for delay in any phase of the work to be accomplished. The Board's decision will be the final authority in all cases.

11. TAXES

No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the Board is exempt. The price shall be net and shall not include the amount of any such tax. Exemption certificates, if required by the vendor, will be furnished upon request.

12. SPECIFICATIONS AND/OR CATALOGUE CUTS

Bidders must submit description literature even though they believe their product does meet the specification. This description material will facilitate the evaluation and detailed comparison of the product bid and the specified item. Failure to submit such detailed data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.

Full illustrations and specifications on each item offered (if other than the specified item) must accompany the bid proposal and be contained in a brochure properly bound and labeled. These cuts and specifications are to be arranged and labeled in numerical sequence according to item number, and attached on separate pages. The cover and brochure shall contain:

- A. Vendor's name, address, and phone number
- B. Bid number
- C. Bid opening date

13. SAMPLES

The Purchasing Department for testing and evaluation purposes may request samples. Failure to submit samples as required at the time designated by the Purchasing Department shall be cause for rejection of that item.

All samples must be delivered with all charges prepaid to the FCPS, Purchasing Department, 191 South East Street, Frederick, Maryland 21701, plainly marked to indicate make/model, item number, name of bidder, bid name and number, date of bid opening, and must be accompanied by instructions as to the return thereof.

Accepted samples may be retained during the life of the contract. The right is reserved to retain any sample submitted with bids whenever deemed necessary to do so for the purposes of examination and testing. The Board reserves the right to use all samples in any manner which may best serve the final determination of the successful bidder, even if said examination and testing results in damage to or destruction of the sample.

The vendor shall remove samples that are not retained within two weeks upon notification of Award/Non-Award letter by the Board. Unless the samples, when received by the Purchasing Department, are accompanied with instructions as to their return, and include sufficient funds to defray shipping charges or provide for return by freight or express on a collect basis, samples shall become the property of the Board. Samples not removed within this two-week period shall be disposed at the discretion of the Purchasing Department. Disposal may include retention and use by the Board without compensation to the bidder or person furnishing the samples.

14. BID BOND

Bid bonds are not required at this time except under special circumstances. See the Special Notices section of the bid document, if applicable.

15. PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds are not required on all bids. See the Special Notices section of the bid document, if applicable.

If applicable, the successful bidder(s) may be required to submit either one or both of the following two bonds to the Purchasing Department ten calendar days of receipt of the Notice of Award and in accordance with the terms stated below:

- A. **Performance Bond** in the amount of 100% of the contract price covering faithful performance of the contract; and
- B. **Payment Bond** in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

The cost of the performance bond and payment bonds will be borne by the bidder(s) in all instances.

Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Purchasing Manager. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance or payment.

Certified checks, if submitted, will be deposited in the Board's bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks.

Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders must use bonding companies rated by A.M. Best Company of at least A-/VIII.

If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department within ten working days after contact award.

Upon receipt and approval of the performance bond and payment bond or the certified checks, an official purchase order will be issued and the contract initiated.

16. AWARDS OR REJECTION OF BIDS

In general, it is the intention of the Board to make awards to bidders submitting the lowest bid prices provided; (a) all the terms of the invitation have been met; (b) the prices are reasonable; and (c) it is in the best interest of the Board to accept them.

The Board reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any irregularity in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.

Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of the Board, that they have the necessary facilities, ability and financial resources to execute the work in a satisfactory manner, and within the time specified. Bidders may demonstrate that they have the necessary experience, history and references which will assure the Board of their qualifications for executing the work. (A detailed audited financial statement may be required.)

Bidders are required, as a part of their bid submission, to provide information regarding their firm's status as a Minority Business Enterprise (MBE) and the diversity of their firm's board of directors and

company officers. Bidders also are required, as a part of their bid submission, to provide a plan for the utilization of minority Contractors, subcontractors or suppliers in executing the contract, if their firm receives an award.

The Board reserves the right to reject the bid of a bidder who has, in the opinion of the Board, previously failed to perform properly in contracts of similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

If during the life of the contract, a bidder fails to comply with the terms of the contract, or a product does not meet specifications, the Board retains the right to re-award the item to another bidder, as long as that bidder mutually agrees to the award.

The Board reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document. Unless stated otherwise under "Special Notices", the reluctant Contractor(s) will be awarded by line item or in the aggregate, whichever is in the best interest of the Board.

In the event of tie bids where all other factors such as past performance are considered comparable, the awards shall be made to the Frederick County based vendor; the out-of-county but Maryland based vendor; and the out-of-state based vendor, in that order of preference.

17. OBJECTION TO AWARD RECOMMENDATION

Any vendor objecting to the Purchasing Manager's recommendation for award may protest the Purchasing Manager's action by formally notifying, in writing, to the Executive Director of Fiscal Services. The bidder's written protest must be received in the Purchasing Department at least five working days prior to the Board meeting for which the bid award is scheduled. It is the bidder's responsibility to ascertain the date and time of the pertinent Board meeting. The protest must specifically and fully identify the bidder's objection(s); the legal basis for the objection including the itemization of laws, regulations, policies, or bid procedures, etc., which have been allegedly violated; a statement of all facts which support the bidder's position; a copy of all documents which are relevant or upon the bidder is relying; and a statement as to the relief sought by the bidder.

18. OBJECTION TO AWARD

Any objections to an award made by the Board must be filed, in writing, to the Executive Director of Fiscal Services and received with ten days following the date of the award by the Board. The objection must specifically and fully identify the vendor's objections and any supporting legal or procedural authority.

19. CONTRACT

The form of contract may be noted in the Special Notices section of this bid solicitation or a copy may be included in this request for bids. If not, the following applies. When the Board accepts a bid and awards a contract, the purchase order/s, and any agreed upon schedules, addenda, shop drawings, and other documents associated with the bid solicitation/ submission/ award process will constitute the contract. Notification of the contract award will be made by letter after approval by the Board.

Subsequently, no amendment, modification or change to the Contract shall be effective unless such change is in writing and signed by authorized representatives of FCPS and the vendor. Changes may not significantly alter the original scope of the agreement.

20. MULTI-YEAR CONTRACT

Those contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided

in the termination clause of the procurement contract, whichever is earlier.

21. SUBCONTRACTORS

The Contractor shall give his/her personal attention constantly to the faithful execution of this contract. The Contractor shall keep the same under his/her own control and shall not assign or sublet by Power of Attorney or otherwise the work or any part thereof without the previous consent of the Purchasing Department. He/she may be required to submit to the Purchasing Department, in writing, the name of each subcontractor he/she intends to employ, the portion of the material to be furnished, his/her place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.

The Contractor shall not legally or equitably assign any of the funds payable under the contract or its claim thereto, unless by and with the consent of the Purchasing Department.

The Contractor shall have the same provisions inserted in all subcontracts relative to the terms of the General Conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and the Board.

The Board reserves the right to approve or disapprove all subcontractors to be employed on a project. The Board further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the Contractor.

22. DELIVERY

Delivery may be required to be made to the receiving platform of the FCPS Warehouse. Where the specifications require direct delivery to schools, the items must be placed at a point within the building. The weight, count, measure, etc., will be determined at the points of delivery. The Contractor will be required to furnish proof of delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute.

Bulk materials are to be placed on skids or pallets on the receiving platform of the Warehouse as directed by the receiving clerk. No help for unloading will be provided by the Board. Suppliers shall notify their truckers accordingly. All materials, equipment, and supplies must be securely packed in uniform containers, adequately marked as to the contents and receiving point, and delivered without damage or breakage.

Deliveries shall be made between the hours of 8:30 A.M. and 3:00 P.M. on weekdays other than Saturdays, Sundays, school holidays, or legal holidays (see School Calendar Closings enclosed).

23. EMPLOYEES' RESPONSIBILITIES

All Contractors and subcontractors must abide by Board policies and regulations while working on school property. The Board desires to maintain a safe, healthy, and productive environment free of alcohol and drugs. The Board endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

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

Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be

assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the Contractor shall periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

24. INSTALLATION/ASSEMBLY

The vendor must include in the unit price for each item, all charges for installation/assembly. Exceptions to this will be accepted only if so noted under Special Notices or if the nature of the item precludes the necessity for installation/assembly. If certain items do not require installation/assembly, the vendor must note this next to the item on the proposal form.

Equipment shall be installed/assembled only by those having necessary qualifications, facilities, and experience to execute work properly. The Contractor at no expense to the Board shall furnish all labor and materials necessary for the installation/assembly of the equipment designated. All crating and packing material shall be removed from the site by the vendor.

The equipment shall be set in place, leveled, and accommodated to the building construction, as necessary, for a neat and proper installation. The equipment shall be complete in every detail, ready for its intended use except as otherwise specified or indicated.

Installation/assembly includes any necessary accessory cables, input lines, test run, and check out, etc. This does not include actual connections to electrical lines and/or plumbing that may require a licensed electrician and/or plumber.

25. INSURANCE REQUIREMENTS

In the event the vendor as part of the contract is responsible for installation, the vendor will be responsible for hiring personnel to perform such installation at its own costs. Such personnel will be considered employees of the vendor and are under his/her control and direction. The vendor will maintain Worker's Compensation in the statutory amount to cover such employees performing such installation work in accordance with the laws of the state in which the work of this contract is to be performed. The vendor shall also maintain Employee's Liability Insurance with limits of at least \$100,000 for each accident, \$100,000 to cover disease (each employee) with a disease policy limit of \$500,000, for injuries excluded under the Worker's Compensation Act.

Prior to the commencement of any installation work by the vendor, the vendor will be required to submit a certificate of insurance evidencing Worker's Compensation and Employer's Liability Insurance in the amounts required above. In addition this certificate will indicate the amounts of insurance carried by the vendor of the following types: COMMERCIAL GENERAL LIABILITY INSURANCE, AUTOMOBILE LIABILITY INSURANCE, EXCESS LIABILITY INSURANCE, and any other insurance coverage maintained by the vendor.

If a sub-Contractor will perform any aspect of the work, the Contractor shall either (1) require each of his/her sub-Contractors to procure and to maintain during the life of the sub-contract liability insurance of the type and in the same amounts as listed above, or (2) insure the activities of the subcontractor in his/her own policy. It will be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for failure of any subcontractor to comply with this provision.

The certificate of insurance will state that such insurance is in force and cannot be cancelled or released except upon 30 days prior written notice to the Board.

All contracts of insurance shall specifically name the Board and the Frederick County Board of Commissioners as additional insured parties, other than Worker's Compensation Insurance policy. The Contractor's insurance shall be primary and non-contributory to any insurance carried by the Board of Education. Waiver of subrogation applies to the above policies in favor of the certificate holder. Insurance companies must be AM Best Company rated at least A-/XIII.

26. STORAGE OF EQUIPMENT

If in cases of school construction, the school or building is not ready to receive equipment on the estimated delivery date outlined in these specifications, the successful vendor(s) shall provide equitable warehouse space to receive equipment until such time the building is completed and equipment can be received.

Suitable warehouse space should be obtained by the successful vendor(s) within a one hundred-mile radius of the Board. Bidders shall state in their bid the location of their warehouse facilities. The Purchasing Department shall have the authority to inspect the warehouse prior to the awarding of bids.

In the event temporary warehouse facilities are needed, the Board will not be responsible for the equipment. The successful vendor(s) and/or the warehouse facility must provide adequate insurance.

If warehousing is not feasible, the vendor is responsible for working with their suppliers and/or manufacturers to adjust the new delivery schedule at no additional cost to the Board.

27. EXPEDITING DELIVERY/LIQUIDATED DAMAGES

A date for delivery and/or installation/assembly shall be stated in the bid specifications. The vendor will be notified when these dates have not been met. An additional 15 calendar days will be given to comply. After this grace period, the appropriate bonding company, if applicable, will be notified in writing with a copy sent to the vendor. If bonds are not required, liquidated damages may be assessed at the rate of \$150 dollars per calendar day until delivery and/or installation/assembly is complete and satisfactory. Other rates may be set in lieu of or in addition to the amount stated above. If applicable, this information will be provided under Special Notices.

Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the Contractor has no control will be reviewed after written application is made to the Purchasing Department. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.

28. HEALTH AND SAFETY STANDARDS

When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.

When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.

All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.

Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.

The Contractor and subcontractors are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.

29. ASBESTOS

The Contractor is responsible to report to the Board any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, he/she may not introduce new asbestos or asbestos bearing materials into the site.

It is the responsibility of the Contractor to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.

If the Contractor intentionally endangers or jeopardizes the health of any building/school occupant through mishandling of hazardous material, the Contractor will be held liable for such action.

30. INSPECTIONS AND CORRECTION OF WORK

All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Board, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they shall be forthwith reconstructed, made good, replaced and/or covered, as the case may be, by the Contractor at his/her own expense. Rejected material shall be removed immediately from the site. If, in the opinion of the Board, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Board shall be equitable.

The Board's representative shall at all times have access to the work wherever it is in preparation he Contractor shall provide proper facilities for such access.

If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Board timely notice of its readiness for observations. If the inspection is by another authority, the Contractor shall notify the Board of the date fixed for such inspection and shall use the required Certificate of Inspection.

If any work should be covered up without approval or consent of the Board it must, if required, be uncovered for examination at the Contractor's expense. The Board may order re-examination of questioned work and, if so ordered, the Contractor must uncover the work. If such work is found not to be in accordance with the contract documents, the Contractor shall pay such cost. If another Contractor employed by the Board caused the defect in the work, the Board shall pay such cost and recover the charges from the other Contractor.

31. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED

The vendors shall be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.

The vendors shall be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

32. GUARANTEE

Neither the final certificate of payment nor any provisions in the contract documents nor partial or entire occupancy of the premises by the Board shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship.

The Contractor shall also GUARANTEE THE MATERIALS, WORKMANSHIP, AND LABOR FOR ANY NECESSARY REPAIRS ON ALL STUDENT CHAIRS, STUDENT DESKS, TABLET ARM CHAIRS, ALL PURPOSE TABLES, TEACHER'S CHAIRS, AND TEACHER'S DESKS

FURNISHED BY HIM/HER FOR A PERIOD OF TEN YEARS FROM THE DATE OF ACCEPTANCE OF THE ITEMS DELIVERED AND INSTALLED. FURNITURE GLIDES AND CASTERS SHALL BE PROVIDED FREE OF CHARGE FOR A PERIOD OF ONE YEAR ONLY FROM THE DATE OF ACCEPTANCE. This guarantee shall be against all defects due to the use of materials and/or workmanship that are inferior, defective, or not in accordance with the specifications.

On all other items, the Contractor shall guarantee the material and workmanship on all services, equipment, materials, supplies, and labor furnished by him for a period of one year from the date of acceptance, unless a longer or shorter period of time is stated elsewhere in the specifications.

If, within the guarantee period, any defects or signs of deterioration are noted, the Contractor, at his/her expense, shall correct the condition or he/she shall replace the part or entire unit of work/equipment to the complete satisfaction of the Board. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board as least detrimental to the instructional programs.

Should the Contractor fail to comply with the terms of this guarantee, the Board may have such work performed, as it deems necessary to fulfill the guarantee, charging the cost to the Contractor.

33. COMPLIANCE TO SPECIFICATIONS

The Board shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc." It shall be the responsibility of the bidder to submit a clear and concise bid proposal wherein each substitution and deviation is identified and described.

The bidder shall, upon request and with no cost to the Board, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items he/she proposes to furnish do not prevent these items from being truly and factually equal to or exceeding that which is specified.

No substitutions or deviations in equipment will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Purchasing Department.

The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by the Board. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the vendor.

34. BILLING AND PAYMENT

The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost. When requested, they shall give representatives of the Board access to accounts relating thereto.

Partial payments may be made at specific intervals depending upon the length and dollar value of the project. When partial payments are requested, the invoice or requisition for payment should be sent to the Finance Department for payment. Invoices for partial payments should show only the work performed and/or materials/equipment supplied and on site.

Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

If applicable, an amount of 10% from each application for payment will be withheld until final acceptance of the project by the Board. This amount may cover possible unsatisfactory performance or other damages.

Invoices shall be submitted to:

accounts.payable@FCPS.org

or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS
Finance Department/Accounts Payable Department
191 South East Street
Frederick, MD 21701

Invoices must be submitted in the same format as the proposal form or purchase order.

Invoices and packing slips must contain the following information:

- Bid Number
- Purchase Order Number
- Item Number (if applicable)
- Quantity (if applicable)
- Brief Description of Item or Work Performed
- Unit Price Bid/Partial Payment Amount
- Extended Total for Each Item
- Grand Total
- Public School Construction Number (PSC) (if applicable)

35. TERMINATION FOR DEFAULT

When the vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the Contractor, terminate the whole or any part of the contract in any of the following circumstances:

- A. If the Contractor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
- B. If the Contractor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the purchasing manager) after receipt of written notice from the Purchasing Manager of such failure, or:
- C. If the Contractor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
- D. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.

In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, and in such manner as the Purchasing Manager deems appropriate, products and services similar to those so terminated, and the Contractor shall be liable to FCPS for any excess cost for such similar services provided that the Contractor shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of this contract under provisions of this clause, it is determined for any

reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

36. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or from time to time in part, whenever FCPS shall determine that such termination is in the best interest of FCPS. Written notice shall be given at least 60 days in advance. FCPS will pay for all services in accordance with contract pricing up to the date of the termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

37. HOLD HARMLESS

It is understood that firms providing quotes for this project shall defend and hold harmless the Board and its representatives from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

38. PUBLIC INFORMATION ACT NOTICE

Bidders should give specific attention to the identification of those portions of their bids, which they deem to be confidential, or to contain proprietary information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by the School System under the Maryland Public Information Act, State Government Article, Section 10-611 through 628, Annotated Code of Maryland.

39. CONTRACT DISPUTE

Any dispute resulting from a question or fact arising under this contract shall be decided by the FCPS' Contract Administrator and the Purchasing Manager who will reduce their decision to writing and furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within 30 days the Contractor furnishes to the Contract Administrator and Purchasing Manager a written appeal addressed to the Board. The local Board has the right to hear appeals as provided by Maryland law.

The Board or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence. In connection with any appeal preceding under this clause the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision.

This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

40. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All technology-based instructional products must meet technical standards for accessibility established in federal Section 508 of the Rehabilitation Act.

41. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay.

FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against FCPS. 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.

42. ASSIGNMENT

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

43. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Baltimore County, Maryland.

RFP 15FS3
PROCESSED COMMODITIES

B. SPECIAL NOTICES

1. OTHER AGENCIES ELIGIBLE TO PURCHASE FROM THIS CONTRACT

The following agency/ies have expressed an intention to utilize this contract after it is awarded:

_____ Frederick Community College

_____ Various agencies under the auspices of the Frederick County Government

_____ Others: _____

Additionally, Frederick County Public Schools reserves the right to extend the opportunity to utilize this contract to any and all other public agencies and school districts in Maryland. Non-public schools may participate under any contracts for goods or commodities in Maryland. Participation by agencies not named above and requested after the bid is awarded must be mutually agreed upon in writing and in advance by the Frederick County Public Schools Purchasing Department, after consulting with the contract administrator, and the contractor.

By agreeing to extend the contract to other agencies, the contractor reaffirms and warrants his original commitment to Frederick County Public Schools so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify Frederick County Public Schools Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.

Frederick County Public Schools assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or contractors' failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the contractor and the public agency.

2. REMOVAL FROM BIDDER'S LIST

A company is solely responsible for obtaining, completing, and returning the Bidder's Application form; this is especially important where notification of the bid was obtained through advertisement, a bidder was informed by a sub-contractor, manufacturer, etc. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, by via e-mail: robin.underwood@fcps.org to check the status of registration. Bidder's Application is available on the FCPS website at: www.fcps.org/purchasing. The company is responsible for proper identification of bid categories on the form and is encouraged to contact a buyer in the Purchasing Department if he/she has questions. Applications are valid for a three (3) year period. At the end of three (3) years, the original application form and a new form will be mailed for update. Therefore, it is imperative that the company notifies Frederick County Public Schools' Purchasing Department of all address changes.

Only companies currently registered on the Frederick County Public Schools' Bidder's Application will automatically receive notifications of a bid solicitation. Staff will review the mailing list of the previous bid for similar products/services. All registered companies will be sent a one-page notification of bid advising interested companies to visit the FCPS website in order to obtain a complete bid solicitation package.

Frederick County Public Schools will not be held responsible for a company's failure to become and remain a registered bidder, to identify appropriate bid categories on the registration form, or for failure to notify the Purchasing Department of an address change, to accomplish these things in a timely manner. The Bidder's Mailing List is the only reliable means of notification of bids to individual companies.

Bidders with a repeated history of not bidding in a specific category may be removed from the Bidder's Mailing List for that category at the discretion of the Purchasing Manager.

3. AVAILABILITY OF RFP TABULATIONS/RFP AWARD

Final award and a copy of the RFP tabulation will be posted on the FCPS website: www.fcps.org/bidlist after BOE approval.

4. SCOPE

The intent of this solicitation is to establish a contract with USDA commodity processors who have an approved processing agreement with Maryland State Department of Education (MSDE). FCPS may from time to time also purchase items at the commercial price to cover additional requirements or to supplement the donated USDA commodity products. The quantities intended for processing are subject to the availability of USDA commodities in the state of Maryland. The items on this RFP will be served by the Food and Nutrition Services Department within the Frederick County Public Schools. The Contractor(s) shall deliver directly to the designated warehouse specified in the contract.

5. CONTRACT ADMINISTRATION

- a. The contract will be administered by Robert Kelly, Food and Nutrition Services Senior Manager and Scott Bachtell, Buyer Specialist, Frederick County Public Schools. Please refer all technical questions in writing via email regarding these specifications to Robert Kelly (robert.kelly@fcps.org) with a copy to Scott Bachtell (scott.bachtell@fcps.org). Please include the RFP Name and Number in the subject line.
- b. When a vendor other than the awarded vendor(s) is used, the contract administrator or the originator of the requisition is required to submit written justification to the Purchasing Department for review. A copy of the written justification will be retained with the purchase order or in the contract file.
- c. Additional duties and responsibilities of the contract administrator are defined in Purchasing Regulation #200-7.

6. SUBMISSION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, Frederick County Public Schools encourages bidders not to submit their proposal package until after the date of the pre-proposal meeting. All changes will be processed through appropriate addenda.
- b. The following items must be included in a Proposal submission:
 - 1) Proposal pages completely and accurately filled out and signed.
 - 2) "Minority Business Enterprise" form completed and signed.
 - 3) "Statutory Affidavit and Non-Collusion Certification" form completed and signed.
 - 4) Commodity Category Check List filled out.
 - 5) Two copies of the Commodity "School Year" Price sheet.
 - a. One paper "hard" paper copy.
 - b. One "Electronic" copy on a USB flash drive or CD.
 - 6) Two copies of the most recent Nutrition and Ingredient Fact Sheets (including CN label)
 - a. One paper "hard" paper copy.
 - b. One "Electronic" copy on a USB flash drive or CD.
- c. All inner and outer envelopes and packaging, used by Fed Ex, Ups and etc., should be labeled with the RFP Name, Number, and Due Date/Time. This will help assure timely receipt of proposals in the Purchasing Department. Proposals not received in time, due to improper labeling will be considered non-responsive.
- d. FCPS will accept all RFP responses, however, only companies approved and qualified by Frederick County Public Schools' Purchasing Department will be considered for contract award. Applications are valid for a three (3) year period. Completed applications may be submitted separately or included in the RFP response. Pre-qualification prior to RFP due date is strongly encouraged.

7. PROPOSAL FORMAT

Each proposal will consist of the following:

1. Commodity Category Check List filled out.
 - a. An "X" should be placed beside all Commodities that your company can provide.
 - b. The date that the sample was submitted
2. Two copies of the Commodity "School Year" Price sheet.
 - a. **Price sheet must include the following:** (One hardcopy and One Electronic Copy on a CD or Flash drive)
 1. Vender Name
 2. Manufacturer Name
 3. Product Description
 4. Finished Case Weight (LB)
 5. Servings Per Case
 6. Commercial Code Number
 7. Commercial Price per case
 8. Commercial Cost per Serving
 9. Commodity Code Number
 10. Commodity Value
 11. The Fee for Service per case
 12. The Commodity price per case
 13. Commodity Cost per Serving
3. Two copies of the most updated Nutrition and Ingredient Fact Sheets (including CN label) (**One hardcopy and One Electronic Copy on a CD or Flash drive**)

8. CONTRACT TERM

The contract term shall be effective **from August 1, 2015 through July 31, 2020. Prices are to remain firm on a yearly basis. The contract may be renewed for one (1) additional two (2) year period**, with all terms and conditions of the original contract applying to any such renewal. The renewal of the resultant contract shall be invoked at the discretion of the Board of Education. When a RFP is submitted, the bidder automatically accepts the renewal options as a condition of award.

9. PRICING

School Year Pricing is requested annually from vendors who have an approved "State Participation Agreement" with the State of Maryland State Department of Education for USDA commodity processing.

10. PRICE ADJUSTMENT

All prices shall remain firm on a yearly basis. **Prior to April 15 (of each contract year)** each approved vendor will provide the "School Year Price List" (Valid from August 1st through July 31st) which contains the following:

1. Vender Name
2. Manufacturer Name
3. Product Description
4. Finished Case Weight (LB)
5. Servings Per Case
6. Commercial Code Number
7. Commercial Price per case
8. Commercial Cost per Serving
9. Commodity Code Number
10. Commodity Value

11. The Fee for Service per case
12. The Commodity price per case
13. Commodity Cost per Serving

If, at any time, after the RFP opening the contractor/producer/processor/manufacturee makes a general price reduction in the comparable price of any item covered by the contract to customers generally, the Contractor must offer to Frederick County Public Schools a similar price reduction.

11. PRODUCT REQUIREMENTS

- a. All products provided under this contract are to be unconditionally guaranteed by the manufacturer against defects.
- b. **The Reference Manufacturer Name and Manufacturer Number does not restrict the bidder from bidding another product, but gives a general idea of the Style, Size, Quality, and Nutritional Values of the product desired.**
- c. Unacceptable Product Ingredients: FCPS will not accept any milk/cheese products that have been processed with the Bovine Somatotropin (BST) growth hormone.
- d. Products with Peanuts Or Nut Derivative: The Award Bidders are required to provide a listing of products that may contain peanuts and/or nut derivatives.
- e. Product Safety: Manufacturers must have functional in-line metal detectors to guarantee that product is pure and free of metal particles.
- f. Frozen products must be delivered at 0°F or lower. Refrigerated products must be delivered between 0°F and 0°F. Any manual product handling required will be the responsibility of the driver
- g. Preferred Packaging is specified as a guide to bidders (unless otherwise noted). Alternate packaging will be accepted if it varies slightly from the specification. Frederick County Public Schools reserves the right to reject a Proposal if the packaging is not in the best interest of the Board of Education.
- h. If a product meets the specification requirements established in this solicitation but does not meet the level of quality anticipated by the Food and Nutrition Services, Frederick County Public Schools reserves the right to request alternates, modify our requirements, or, switch to another vendor who is approved under the same Commodity Category.

12. SAMPLES

1. **Initial Samples: One (1) case of Samples is required for all items that your company has that meet the specifications listed for the FCPS Standard Commodity items.**
2. **Yearly Samples: Prior to January 1 of each year (or before the USDA State allotment allocations are due), samples will be requested so that new evaluations can be made on the commodity food items under each category.**
3. **Initial samples are due on or before the RFP Due Date**: (If the RFP due date is adjusted by an Addendum, that adjusted date will also be the sample due date). All samples shall be provided at the bidder's expense.
 - a. **The delivery of all samples shall be coordinated with Dennis Smith, Food and Nutrition Services Department (301-644-5063).**

SAMPLE DELIVERY ADDRESS

Frederick County Public Schools

Food and Nutrition Services Office, Attn.: Dennis Smith

33 Thomas Johnson Drive

Frederick, Maryland 21702

- b. **All samples must be properly labeled with the following information:**

“SAMPLE”

Bidder's Name

RFP #: **15FS3**

Commodity Category

Description of Product

Item Code

Product Brand Name

Package Weight of the Product

- c. Additional Samples may be requested for any or all items at any time during the contract.
- d. Samples are required for evaluation purposes. Even though an item was awarded in a previous contract and/or may be currently in use by the Food and Nutrition Services Department.

13. GENERAL EVALUATION

Proposals that meet the requirements of this solicitation and samples received from offering vendors by the closing deadline will be evaluated by FCPS's Food and Nutrition Service Selection Committee. Each Sample submitted will be evaluated on Taste, Appearance, and Nutritional Values.

14. METHOD OF AWARD

The resultant contract will be awarded by category, to each vendor whose sample(s) are approved for any item within that category. Only those companies who have an approved sample for a Commodity Category will have the opportunity to provide that Commodity to FCPS. FCPS Food and Nutrition Services Department will purchase Commodities food items based on the best overall value (i.e. Price, Taste, Appearance, and Nutritional Values). **Approval of a Commodity Category does not guarantee any specific dollar amount or quantity will be purchased under this contract.**

15. OPEN ENROLLMENT

Annually (January 1st – January 31st), during the life of the contract, FCPS will accept letters of interest from USDA Commodity Food Processors to become qualified under vendors under this solicitation. In order to be considered the vendor must have an approved contract agreement with the Maryland State Department of Education Commodity Distribution Section on the use of commodities in manufactured products.

- The open enrollment period will be the month of January.
- Any requests received outside of the month of January will not be considered and must be resubmitted during the next open enrollment period.
- After FCPS completes a review of the letters of interest received during the open enrollment period, FCPS will notify the qualified firms to submit samples of various food items.
- Samples must be received no later than thirty days from the date of notification.

- Vender will be notified in writing of their qualification status no later than thirty days from receipt of their Samples.
- Vender will then need to submit their School Year Price List (August 1 through July 31) for all Commodity items available from your company to the Purchasing Department.
- The price List must contain the following:

1. Vender Name
2. Manufacturer Name
3. Product Description
4. Finished Case Weight (LB)
5. Servings Per Case
6. Commercial Code Number
7. Commercial Price per case
8. Commercial Cost per Serving
9. Commodity Code Number
10. Commodity Value
11. The Fee for Service per case
12. The Commodity price per case
13. Commodity Cost per Serving

Those venders that become qualified during the open enrollment period will become approved venders for the remaining term of the contract and will be considered for purchases by the Food and Nutritional Services Department during the next school year.

16. ADDITIONAL PRODUCTS AND COMMODITY CATEGORIES

The items listed as the Standard Commodities are typically used in FCPS lunches and breakfasts. It may become necessary to add or subtract Commodity Categories to the Standard Commodities list based on menu changes and/or student preferences. FCPS retains the right to add or subtract products and categories under the duration of the contract.

17. FACILITY ADDITIONS OR DELETIONS

During the term of contract, the Board reserves the right to add or delete facilities to be served under this contract as may be considered necessary or desirable.

18. CHANGE IN PRODUCTS

If there is a change in the character or composition of a Commodity item, as a result of technology or manufacturer changes, or if the item is discontinued by the manufacturer and no acceptable substitute is available, FCPS will select another vendor who is approved in that Category to provide that item.

19. ORDERING TERMS

- a. Orders from this contract will primarily be placed by the FCPS Food and Nutrition Services Department and may be placed via email, fax, or mail, or on an online ordering system. Purchases from this contract may be paid for via purchase order or procurement card. Bidders shall not charge any additional cost to process any type of orders.
- b. The Contractor is expected to plan accordingly and have all ordered items available for delivery in two (2) weeks or less. The Food and Nutrition Services Department retains the right to cancel, add or change an order via facsimile/telephone or email up to one (1) week prior to the scheduled delivery.
- d. Orders placed before the effective date of this contract which are received after the end date are to be honored with all terms, conditions and prices of the contract in effect until the final delivery and/or installation is made and accepted by the Board of Education.

- i. Questions regarding orders will be handled by the Food Coordinator, or designee. The Contractor shall designate a contact person to handle all calls.

20. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Proposal Sheet. **No guarantee of purchase of any specific yearly quantity or total dollar amount is made.** The recommended vendor(s) will be obligated to furnish any quantities ordered which are in excess of the estimates. Availability of USDA Commodities may increase or decrease quantities.

21. USAGE REPORTS AND STATEMENTS

The Contractor shall provide monthly usage reports to the Food and Nutrition Services Office summarizing usage by the tenth of every month. The reports shall include the following information:

- a. a listing by Commodity item with poundage used on a monthly report.
- b. the vendor shall instruct the Food Coordinator, or designee, on how to receive usage reports via the internet if the service is offered.

22. DELIVERY - FOOD AND NUTRITION SERVICES WAREHOUSE

- a. Delivery of USDA Commodities shall be made to one central location:

**Frederick County Public Schools Warehouse
33 Thomas Johnson Drive
Frederick, Maryland 21702**

- b. Food and Nutrition Services warehouse deliveries shall be made between the hours of 7:00 A.M. and 2:30 P.M., Monday through Friday, except for holidays and scheduled closings.
- c. Delivery shall be F.O.B. Destination
- d. The Contractor is required to provide delivery within two (2) weeks after receipt of the Purchase Order.
- e. **Orders will be placed on an as needed basis.**
- f. Food will be delivered free of infestation or contamination. Food will be delivered at the proper temperature in the proper condition for each type of food.
- g. Partial shipments are acceptable with prior approval; partial payments will be rendered for partial shipments upon request.
- h. All goods delivered to the warehouse **may not have an expiration date less than 9 Months after the date of delivery.**
- i. A packing and receiving ticket must accompany all deliveries and should include: the purchase order number, stock number, quantity ordered, quantity shipped, and a brief description identifying each product.
- j. **All delivery tickets must be signed by a Frederick County Public Schools Warehouse or Food and Nutrition Services employee and the Contractor's driver.**
- k. Pallet maximums are 48" wide by 40" deep. Orders should be palletized.
- l. Before and after all deliveries, the driver of the delivery truck shall be required to inspect the delivery area and the building adjacent thereto in the presence of assigned staff to ascertain whether or not any damage has occurred to the property of the Board of Education.

23. CONCEALED SHORTAGES, DAMAGED OR SPOILED PRODUCTS

- a. The Board of Education reserves the right to return any damaged or spoiled items and receive credit for the same product. A signed delivery ticket shall not imply that the items were received in good condition, but only that the products were received.
- b. All returns for credit generated by the Food Coordinator, or designee will be handled through the Food and Nutrition Services Department. The credit slip must be provided in duplicate copy.

24. CLOSINGS – WAREHOUSE

The contractor shall receive a calendar of scheduled Food and Nutrition Services warehouse closings after the contract is awarded. **It is the responsibility of the contractor to remain informed on emergency closings, which will affect their delivery scheduled.**

- a. If the Food and Nutrition Services warehouse is closed, for whatever reason, the Frederick County Public Schools warehouse will not accept any deliveries under this contract. The Contractor will be responsible for delivering the order on the next day school is open or on the next scheduled delivery day.
- b. Frederick County Public Schools will not be responsible for any deliveries left at the warehouse when the Food and Nutrition Services warehouse is closed due to a scheduled/unscheduled closing.
- c. Frederick County Public Schools will not accept any deliveries when the warehouse is closed.
- d. All emergency closings due to inclement weather conditions are announced on local televisions, radio stations and the FCPS website, after 5:30 A.M. When it is announced that “**DUE TO INCLEMENT WEATHER ALL ADMINISTRATIVE OFFICES ARE CLOSED**”, the warehouse shall be **considered closed.**

25. USDA COMMODITIES

All USDA Commodity Food Processors must have an approved contract agreement with the Maryland State Department of Education Commodity Distribution Section on the use of commodities in manufactured products prior to delivery of any product to FCPS.

If at any time an awarded vendor is approved for any additional USDA Commodity Food Processing and has an approved contract agreement with the Maryland State Department of Education for that Commodity, FCPS reserves the right to add that Commodity to this contract if the Commodity Category Samples are approved by FCPS Food and Nutrition Services Department.

26. FAILURE TO PERFORM

In the event of the Contractor’s failure to comply with the established delivery schedule, Frederick County Public schools reserves the right to make an open market purchase of the contracted products. The difference between the established contract price and the actual cost incurred by the Board of Education are considered damages and may be charged to and collected from the Contractor.

27. COMPLIANCE WITH REGULATIONS

All products specified herein shall comply with all regulations of the Maryland Health Department, the USDA, the Health Department of Frederick County, Maryland, and the requirements of the Federal Food, Drug, and Cosmetic Act and the regulations promulgated there under.

28. BACKORDERS

- a. If an ordered item cannot be delivered on the scheduled delivery date the Contractor must contact the Food Coordinator or his/her designee before the delivery date.

- b. All shortages must be communicated to the Food Coordinator or his/her designee in writing via facsimile or email prior to the scheduled delivery. Shortages will not be tolerated and may be considered grounds for termination of the contract.
- c. If backorders and/or out of stock situations occur, whenever it is necessary for the Food and Nutrition Services Department to obtain the products “off-contract” the Contractor may be invoiced for the difference in cost between the contracted price and the open market price.

29. INVOICES

- a. The Contractor shall invoice all deliveries in triplicate copy, and submit them **to the Food and Nutrition Services Office at 33 Thomas Johnson Drive, Frederick, MD 21702**. The invoice shall include the following information: applicable contract number, description of product, quantity, packaging, unit price, extended total product, an invoice total for the delivery and the date of delivery.
- b. **All invoices will be per the payment terms stated on the purchase order.**

30. CREDITS

All credits shall be issued to the Food and Nutrition Services Office no later than 45 days after notification of incorrect pricing/items, damaged products, missing items, or other instances where receiving credit is warranted. Multiple instances of late credits will not be tolerated and may be considered grounds for termination of the contract.

31. PACKAGING

- a. Packaging is specified as a guide to bidders. Alternate packaging will be accepted if it varies slightly from the specification. Frederick County Public Schools reserves the right to reject a proposal if the packaging is not in the best interest of the Board of Education.
- b. Packaging shall display a freshness coding.

32. POINT OF SALE PROPERTIES

The Contractor is encouraged to offer Point-Of-Sale properties or marketing materials whenever they are available from the manufacturer.

33. USDA NUTRITIONAL GUIDELINES

In the event that USDA nutritional guidelines change during the term of this contract, and the contracted product no longer meets the USDA Meal Pattern Requirements, the Contractor shall not absorb costs associated with necessary adaptations to achieve compliance with the revised USDA requirements.

34. BUY AMERICAN

Schools and Institutions participating in the National School Lunch Program and the School Breakfast Program in the contiguous United States are required by law to use school food service funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S., substantially using agricultural commodities that are produced in the United States. The term “substantially” means that over 51 percent of the final product consists of agricultural commodities that were grown domestically.

35. PROCESSING MANUFACTURER DIRECT SHIPMENTS

The Food and Nutrition Services Office retains the right to receive delivery of processed commodities direct from the wholesalers and retailers if it is in the best interest of FCPS to do so.

FREDERICK COUNTY PUBLIC SCHOOLS
RFP 15FS3, PROCESSED COMMODITIES

SIGNATURE ACKNOWLEDGING COST PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your cost proposal.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; 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 Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)

.....
ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1 _____ Addendum #2 _____

Addendum #3 _____ Addendum #4 _____

FREDERICK COUNTY PUBLIC SCHOOLS
RFP 15FS3, PROCESSED COMMODITIES

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation)
_____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, 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 who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
 - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
 - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Witness) (Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(dba)

(Address)

(City) (State) (Zip)

(Telephone) (Fax)

(Print Name) (Title) (Date)

(Signature) (Title) (Date)

We are/I am licensed to do business in the State of Maryland as a:

() Corporation () Partnership () Individual () Other

FREDERICK COUNTY PUBLIC SCHOOLS
RFP 15FS3, PROCESSED COMMODITIES

MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)? _____
If yes, provide certification number: _____
2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

<u>Type</u>	<u>Issuing Agency</u>	<u>Certification No.</u>

3. If applicable, circle the group(s) which qualifies the company as a minority business enterprise.

African-American Hispanic American-Indian Asian Women

Disabled Other: _____

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? ____ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American Hispanic American-Indian Asian Women

Disabled Other: _____

5. If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

Name (Please Print)

Title

Signature of Above

Date

Company



PLEASE RETURN TO:

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MARYLAND 21701
TELEPHONE 301-644-5219 FAX 301-644-5213

NOTICE OF "NO RFP" RESPONSE

RFP 15FS3, PROCESSED COMMODITIES

Due to increased costs in maintaining an accurate and active "Bidder's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not bidding. If you will not be bidding on this project, please indicate below the reason(s).

Unless a responsive bid or this form is returned to us, your firm will be removed from the "Bidder's List" for this category.

☐

Current workload prevents bidding at this time.

☐

We do not sell the type of products/services requested.

☐

Bid has been forwarded to our distributor; we do not sell direct.

☐

We wish to be removed from this category.

Other: _____

Date: _____

Firm Name: _____

Address: _____

Signature: _____

Title: _____

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:
SCOTT BACHTTELL, BUYER SPECIALIST, E-mail: scott.bachtell@fcps.org