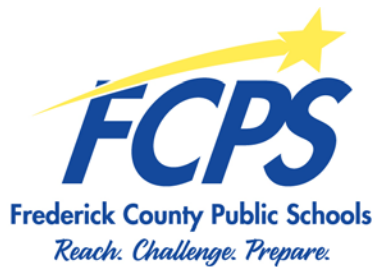


**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5209 phone  
301-644-5213 fax



Stephen P. Starmer, C.P.M., Purchasing Manager  
Kim Miskell, Asst. Purchasing Manager  
**Billie Laughland, Buyer Specialist**  
Bill Meekins CPPB, CPCP, Buyer Specialist  
Scott Bachtell, Buyer Specialist

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BID NUMBER/BID NAME:	RFP 17MISC2, Uniform Rental Services
BID ISSUE DATE:	October 7, 2016
BID CONTRACT MANAGER:	Billie Laughland, Buyer Specialist, <a href="mailto:Billie.Laughland@fcps.org">Billie.Laughland@fcps.org</a>
BID CONTRACT ADMINISTRATOR:	Randy Connatser, Maintenance Project Manager IV, Maintenance, <a href="mailto:Randall.Connatser@fcps.org">Randall.Connatser@fcps.org</a>
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on October 14, 2016. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	2:00 P.M., local time, October 13, 2016 (Attendance is encouraged, but not mandatory.)
PRE-BID LOCATION:	FCPS Main Lobby 191 South East Street Frederick, MD 21701  (Parking is available at Deck #5 on All Saints Street)
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: <a href="http://www.fcps.org/bidlist">www.fcps.org/bidlist</a> . If you have problems downloading this bid or applicable addenda, contact: <a href="mailto:krista.long@fcps.org">krista.long@fcps.org</a>
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on October 28, 2016. Faxed or emailed bids are not acceptable.
SEALED BID DELIVERED TO:	Frederick County Public Schools Attn: Purchasing Department 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 on All Saints Street)  Bid proposal must be properly marked with vendor's business name, address, Bid Name and Number on the envelope or package.
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: December 14, 2016.
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at <a href="http://www.emarylandmarketplace.com">www.emarylandmarketplace.com</a> . FCPS will no longer accept bidder's applications.

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## Frederick County Public Schools, MD, School Year 2016-17 Calendar

### August 2016

08 Mon New Teachers Report—New-Hire Symposium  
16 Tue Teachers Report to Work: Training and Preparation  
22 Mon First Day of School for Students

### September 2016

05 Mon Schools Closed. Labor Day  
22 Thu 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session  
23 Fri Schools Closed. Fair Day

### October 2016

03 Mon Schools Closed. Rosh Hashanah  
12 Wed Schools Closed. Yom Kippur  
21 Fri Schools Closed for Students: Teacher Professional Development Day  
28 Fri End of Term 1  
31 Mon Schools Closed for Students: Teacher Work Day

### November 2016

01 Tue Term 2 Begins  
08 Tue Schools Closed: Election Day  
09 Wed Elementary Evening Parent-Teacher Conferences: Elem Schools Open 4 Hours Late; Middle and High Schools Are Full Day  
10 Thu Elem & Middle School Evening Parent-Teacher Conferences: Those Schools Open 4 Hours Late; High School Is Full Day  
11 Fri Elem & Middle School Afternoon Parent-Teacher Conferences: Those Schools Dismiss 3.5 Hours Early; High School Is Full Day  
23 Wed Schools Closed: Thanksgiving Break  
24-25 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

### December 2016

09 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session  
23-30 Fri-Fri Schools Closed: Winter Break

### January 2017

02 Mon Schools Closed: Winter Break  
03 Schools Re-Open  
16 Mon Schools Closed: Dr. Martin Luther King Jr. Day  
20 Fri End of First Semester and Term 2  
23 Mon Schools Closed for Students: Teacher Work Day  
24 Tue Second Semester and Term 3 Begin

### February 2017

20\* Mon Schools Closed: Presidents' Day  
21 Tue Schools Closed for Students: Teacher Professional Development Day  
27 Mon 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

### March 2017

13 Mon 2-Hour Late Start for Students: Teacher Work Session  
30 Thu End of Term 3  
31 Fri Schools Closed for Students: Teacher Work day

### April 2017

03 Mon Term 4 Begins  
14 Fri Schools Closed: Good Friday  
17 Mon Schools Closed: Easter Monday  
18-21\* Tue-Fri Schools Closed: Spring Break

### May 2017

12 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session  
26 Fri 2-Hour Early Dismissal for Students: Teacher Work Session  
29 Mon Schools Closed: Memorial Day

### June 2017

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

\*Includes 6 days for snow or other emergency closings. If no snow days are used, the last day for students is June 8. If some but not all days are 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 20, April 18, 19, 20, 21 and/or at the end of the school year; dates are subject to BOE revision.

# DIRECTORY OF SCHOOLS

## ELEMENTARY

1. **Ballenger Creek\*** **240-236-2500**  
Ms. Kristen Canning, Principal  
5250 Kingsbrook Drive  
Frederick, MD 21703  
Fax 240-236-2501
2. **Brunswick ♦♦** **240-236-2900**  
Mr. Justin McConaughy, Principal  
400 Central Avenue  
Brunswick, MD 21716  
Fax 240-236-2901
3. **Carroll Manor ♦♦** **240-236-3800**  
Ms. Kimberly Huffer, Principal  
5624 Adamstown Road  
Adamstown, MD 21710  
Fax 240-236-3801
4. **Centerville** **240-566-0100**  
Ms. Tracy Hilliard, Principal  
3601 Carriage Hill Drive  
Frederick, MD 21704  
Fax 240-566-0101
5. **Deer Crossing ♦** **240-236-5900**  
Ms. Heather Michael, Principal  
10601 Finn Drive  
New Market, MD 21774  
Fax 240-236-5901
6. **Emmitsburg \*** **240-236-1750**  
Ms. Mary Ann Wiles, Principal  
300 South Seton Avenue  
Emmitsburg, MD 21727  
Fax 240-236-1751
7. **Glade ♦♦** **240-236-2100**  
Mr. Lorcán ÓhEithir, Principal  
9525 Glade Road  
Walkersville, MD 21793  
Fax 240-236-2101
8. **Green Valley** **240-236-3400**  
Ms. Leigh Warren, Principal  
11501 Fingerboard Road  
Monrovia, MD 21770  
Fax 240-236-3401
9. **Hillcrest \*** **240-236-3200**  
Ms. Kimberly Seiss, Co-Principal  
Mr. Karl Williams, Co-Principal  
1285 Hillcrest Drive  
Frederick, MD 21703  
Fax 240-236-3201
10. **Kempton** **240-236-3500**  
Ms. Sharon West, Principal  
3456 Kempton Church Road  
Monrovia, MD 21770  
Fax 240-236-3501
11. **Lewistown** **240-236-3750**  
Ms. Shirley Olsen, Principal  
11119 Hessong Bridge Road  
Thurmont, MD 21788  
Fax 240-236-3751
12. **Liberty** **240-236-1800**  
Mr. Todd Shaffer, Principal  
11820 Liberty Road  
Frederick, MD 21701  
Fax 240-236-1801
13. **Lincoln ♦♦** **240-236-2650**  
Ms. Kathryn Golightly, Principal  
200 Madison Street  
Frederick, MD 21701  
Fax 240-236-2651
14. **Middletown** **240-236-1100**  
Grades 3-5  
Mr. Randy Perrell, Principal  
201 East Green Street  
Middletown, MD 21769  
Fax 240-236-1150
15. **Middletown Primary ♦♦** **240-566-0200**  
Grades Pre-K-2  
Ms. Karen Hopson, Principal  
403 Franklin Street  
Middletown, MD 21769  
Fax 240-566-0201
16. **Monocacy \*** **240-236-1400**  
Mr. Troy Barnes, Principal  
7421 Hayward Road  
Frederick, MD 21702  
Fax 240-236-1401
17. **Myersville** **240-236-1900**  
Ms. Kathy Swire, Principal  
429 Main Street  
Myersville, MD 21773  
Fax 240-236-1901
18. **New Market \*** **240-236-1300**  
Mr. Jason Bowser, Principal  
93 West Main Street  
New Market, MD 21774  
Fax 240-236-1301

19. **New Midway-Woodsboro**  
Mr. Giuseppe Di Monte, Principal  
**A) New Midway** **240-236-1500**  
Grades 3-5  
12226 Woodsboro Pike  
Keymar, MD 21757  
Fax 240-236-1501  
**B) Woodsboro \*** **240-236-3700**  
Grades Pre-K-2  
101 Liberty Road  
Woodsboro, MD 21798  
Fax 240-236-3701
20. **North Frederick \*** **240-236-2000**  
Ms. DeVeda Coley, Principal  
1010 Fairview Avenue  
Frederick, MD 21701  
Fax 240-236-2001
21. **Oakdale ♦♦** **240-236-3300**  
Ms. Kimberly Clifford, Principal  
5830 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-3301
22. **Orchard Grove ♦♦** **240-236-2400**  
Ms. Debra Myers, Principal  
5898 Hannover Drive  
Frederick, MD 21703  
Fax 240-236-2401
23. **Parkway** **240-236-2600**  
Ms. Stephanie Brown, Principal  
300 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-2601
24. **Sabillasville** **240-236-6000**  
Ms. Kate Krietz, Principal  
16210-B Sabillasville Road  
Sabillasville, MD 21780  
Fax 240-236-6001
25. **Spring Ridge ♦♦** **240-236-1600**  
Ms. Patricia Hosfelt, Principal  
9051 Ridgefield Drive  
Frederick, MD 21701  
Fax 240-236-1601
26. **Thurmont (Gr. 3-5)** **240-236-0900**  
Ms. Christina McKeever, Principal  
805 East Main Street  
Thurmont, MD 21788  
Fax 240-236-0901
27. **Thurmont Primary ♦♦** **240-236-2800**  
Grades Pre-K-2  
Ms. Karen Locke, Principal  
7989 Rocky Ridge Road  
Thurmont, MD 21788  
Fax 240-236-2801

28. **Tuscarora** **240-566-0000**  
Dr. Kimberly Mazaleski, Principal  
6321 Lambert Drive  
Frederick, MD 21703  
Fax 240-566-0001
29. **Twin Ridge ♦♦** **240-236-2300**  
Ms. Susan Gullo, Principal  
1106 Leafy Hollow Circle  
Mt. Airy, MD 21771  
Fax 240-236-2301
30. **Urbana ♦** **240-236-2200**  
Mr. Allie Watkins, Principal  
3554 Urbana Pike  
Frederick, MD 21704  
Fax 240-236-2201
31. **Valley \*** **240-236-3000**  
Ms. Elizabeth Little, Principal  
3519 Jefferson Pike  
Jefferson, MD 21755  
Fax 240-236-3001
32. **Walkersville** **240-236-1000**  
Ms. Tess Blumenthal, Principal  
83 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-1050
33. **Waverley ♦♦** **240-236-3900**  
Ms. Jan Hollenbeck, Principal  
201 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-3901
34. **Whittier ♦♦** **240-236-3100**  
Ms. Amy Schwiegerath, Principal  
2400 Whittier Drive  
Frederick, MD 21702  
Fax 240-236-3101
35. **Wolfsville \*** **240-236-2250**  
Ms. Susan Kreiger, Principal  
12520 Wolfsville Road  
Myersville, MD 21773  
Fax 240-236-2251
36. **Yellow Springs** **240-236-1700**  
Ms. Jana Strohmeier, Principal  
8717 Yellow Springs Road  
Frederick, MD 21702  
Fax 240-236-1701

## MIDDLE

37. **Ballenger Creek** **240-236-5700**  
Ms. Jeneen Stewart, Principal  
5525 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-5701
38. **Brunswick** **240-236-5400**  
Mr. Jay Schill, Principal  
301 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-5401
50. **Brunswick** **240-236-8600**  
Mr. Michael Dillman, Principal  
101 Cummings Drive  
Brunswick, MD 21716  
Fax 240-236-8601
51. **Catoctin** **240-236-8100**  
Mr. Bernard Quesada, Principal  
14745 Sabillasville Road  
Thurmont, MD 21788  
Fax 240-236-8101
52. **Frederick** **240-236-7000**  
Mr. David Franceschina, Acting Principal  
Ms. Kathy Campagnoli, Special Assignment\*\*  
650 Carroll Parkway  
Frederick, MD 21701  
Fax 240-236-7015
53. **Governor Thomas Johnson** **240-236-8200**  
Dr. Dan Lippy, Principal  
1501 North Market Street  
Frederick, MD 21701  
Fax 240-236-8201
54. **Linganore** **240-566-9700**  
Ms. Nancy Doll, Principal  
12013 Old Annapolis Road  
Frederick, MD 21701  
Fax 240-566-9701
55. **Middletown** **240-236-7400**  
Ms. Lee Jeffrey, Principal  
200 Schoolhouse Drive  
Middletown, MD 21769  
Fax 240-236-7450
56. **Oakdale** **240-566-9400**  
Ms. Donna Clabaugh, Principal  
5850 Eaglehead Drive  
Ijamsville, MD 21754  
Fax 240-566-9401
57. **Tuscarora** **240-236-6400**  
Mr. Andrew Kibler, Principal  
5312 Ballenger Creek Pike  
Frederick, MD 21703  
Fax 240-236-6401
58. **Urbana** **240-236-7600**  
Mr. David Kehne, Principal  
3471 Campus Drive  
Ijamsville, MD 21754  
Fax 240-236-7601
59. **Walkersville** **240-236-7200**  
Ms. Tracey Franklin, Principal  
81 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-7250



## KEY

\* Pre-kindergarten program available

◆ Special education pre-kindergarten available

## Middle (continued)

39. **Crestwood** **240-566-9000**  
Ms. Jennifer Bingman, Principal  
7100 Foxcroft Drive  
Frederick, MD 21703  
Fax 240-566-9001
40. **Governor Thomas Johnson** **240-236-4900**  
Mr. Neal Case, Principal  
1799 Schifferstadt Boulevard  
Frederick, MD 21701  
Fax 240-236-4901
41. **Middletown** **240-236-4200**  
Mr. Everett Warren, Principal  
100 Martha Mason Street  
Middletown, MD 21769  
Fax 240-236-4250
42. **Monocacy** **240-236-4700**  
Dr. Stephanie Ware, Principal  
8009 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-4701
43. **New Market** **240-236-4600**  
Ms. T.C. Suter, Principal  
125 West Main Street  
New Market, MD 21774  
Fax 240-236-4650
44. **Oakdale** **240-236-5500**  
Ms. Mita Badshah, Principal  
5810 Oakdale School Road  
Ijamsville, MD 21754  
Fax 240-236-5501
45. **Thurmont** **240-236-5100**  
Ms. Jennifer Powell, Principal  
408 East Main Street  
Thurmont, MD 21788  
Fax 240-236-5101
46. **Urbana** **240-566-9200**  
Mr. Peter Daddone, Principal  
3511 Pontius Court  
Ijamsville, MD 21754  
Fax 240-566-9201
47. **Walkersville** **240-236-4400**  
Ms. Stacey Hiltner, Principal  
55 West Frederick Street  
Walkersville, MD 21793  
Fax 240-236-4401
48. **West Frederick** **240-236-4000**  
Mr. Frank Vetter, Principal  
515 West Patrick Street  
Frederick, MD 21701  
Fax 240-236-4050
49. **Windsor Knolls** **240-236-5000**  
Mr. Brian Vasquez, Principal  
11150 Windsor Road  
Ijamsville, MD 21754  
Fax 240-236-5001

## OTHER

60. **Career and Technology Center** **240-236-8500**  
Mr. Michael Concepcion, Principal  
7922 Opossumtown Pike  
Frederick, MD 21702  
Fax 240-236-8501
61. **Carroll Creek Montessori Public Charter School \*** **301-663-7970**  
Ms. Marilyn Horan, Principal  
7215 Corporate Court  
Frederick, MD 21703  
Fax 301-663-6107
62. **Frederick Classical Charter School** **240-236-1200**  
Ms. Erica Cummins, Principal  
8445 Spires Way, Suite CC  
Frederick, MD 21701  
Fax 240-236-1201
63. **Frederick County Virtual School** **240-236-8450**  
(includes Flexible Evening High School)  
Dr. Stacey Adamiak, Principal  
c/o GTJMS  
1799 Schifferstadt Boulevard  
Room 116  
Frederick, MD 21701  
Fax 240-236-8451
64. **Heather Ridge** **240-236-8000**  
Ms. Denise Flora, Principal  
1445 Taney Avenue  
Frederick, MD 21702  
Fax 240-236-8001
65. **Monocacy Valley Montessori Public Charter School \*** **301-668-5013**  
Ms. Nancy Radkiewicz, Principal  
217 Dill Avenue  
Frederick, MD 21701  
Fax 301-668-5015
66. **Rock Creek** **240-236-8700**  
Ms. Mary Malone, Principal  
191 Waverley Drive  
Frederick, MD 21702  
Fax 240-236-8701

\*\* Frederick High's new construction, fall 2017 move to the new building and the LYNX School program; see [www.fcps.org/lynx](http://www.fcps.org/lynx)

**For other useful numbers, see next page**

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**GENERAL TERMS AND CONDITIONS**  
**SECTION I**

**1. BIDDER REGISTRATION**

- a. All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). FCPS will no longer accept bidder's applications.

**2. PRE-BID MEETING**

- a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.
- b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.
- c. 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.
- d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.
- e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:
  - [www.fcps.org](http://www.fcps.org)
  - Social Media: FCPS on Twitter and FCPS on Facebook
  - Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
  - FCPS TV: Comcast Channel 18 (Frederick area)
  - Local radio and TV stations

**3. RECEIPT OF BIDS**

- a. Bids received prior to the time of opening will be time stamped and securely kept unopened. No bid received thereafter will be considered. FCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
  - Bidder Name
  - Bid Number and Name



- Due Date and Time
- c. 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.
  - d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
  - e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

#### **4. OPENING OF BIDS**

- a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

#### **5. ADDENDA**

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addenda will be issued a minimum of five days prior to the bid opening date, unless the addenda issued extends the due date.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

#### **6. PREPARATION OF BID**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.

- c. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- d. The following items must be included in submission:
  - i. Proposal pages completely and accurately filled out.
  - ii. Signature Acknowledgement Form completed and signed.
  - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
  - iv. Certificate of Compliance form completed and signed.
- e. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance:  
<http://www.dat.state.md.us/sdatweb/charter.html>
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

## **7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS**

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section II. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. FCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.

- e. The detailed literature is to be arranged and labeled according to item number.
- f. It is the bidders' responsibility to submit required literature, or links to webpages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- g. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- h. FCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."
- i. The bidder will, upon request and with no cost to the FCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- j. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by FCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

## **8. SAMPLES**

- a. Samples may be requested for testing and evaluation purposes. Failure to submit samples as required at the time designated may be cause for rejection of that item.
- b. All samples must be delivered with all charges prepaid to the designated point of delivery. Samples must be marked as "SAMPLE" and include the name of the bidder, bid name and number, and return instructions, if applicable.
- c. The right is reserved to retain any sample submitted with bids for the purposes of examination and testing. FCPS 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.
- d. FCPS retains the right to determine the method of testing to be utilized.
- e. Samples that are not retained by FCPS must be removed within two weeks upon notification. Return shipping must be prepaid by the vendor. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder.

## **9. BID PRICING**

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All prices shall be firm for a period of 90 days from the date of bid opening unless otherwise stated in Section II. FCPS 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.

- c. FCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in Section II.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II.
- e. Charges for express delivery will only be allowed if authorized by FCPS in writing.
- f. 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.
- g. 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 FCPS may require the bidder to furnish whichever is preferred by FCPS.
- h. All unit prices on items bid shall be completed on the provided proposal sheet(s). A "NO BID" or "N/A" notation should be completed for each item not being bid. Blank spaces in the proposal sheet will be considered as not being bid.
- i. In case of an error in the extension of prices in the bid, the unit price shall govern.
- j. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II.
- k. FCPS reserves the right to consider discounts in evaluating a bid with line item pricing requirements. The bidder should calculate all discounts, other than prompt payment, as part of their unit pricing.

## **10. TAXES**

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

## **11. GUARANTEES AND WARRANTIES**

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



vendor(s).

## **12. BID OPENING**

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation shall be prepared for review and approval by the Board of Education of Frederick County.
- c. The recommended award will be posted to the FCPS BoardDocs website a minimum of five days prior to the Board of Education meeting in which it will be presented.
- d. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, [www.fcps.org/bidlist](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

## **13. ERRORS IN BID SUBMISSIONS**

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

## **14. AWARDS OR REJECTION OF BIDS**

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they

have the necessary experience, history and references to assure FCPS of their qualifications.

- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of FCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- j. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

## **15. CONTRACT FORMATION**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

## **16. PROTESTS**

- a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders

are encouraged to present their concerns promptly to the Contract Manager for consideration.

- i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
    - Name, address, contact information of the protestor;
    - Statement of reasons for the protest;
    - Supporting documentation to substantiate the claim;
    - The remedy sought.
  - ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.
  - iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$25,000 or above.
  - c. The Purchasing Manager shall issue a decision in writing.
  - d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
  - e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
  - f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

## **17. CONTRACT ASSIGNMENT**

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the

contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.

- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

## **18. MULTI-YEAR CONTRACT**

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

## **19. HOLD HARMLESS**

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

## **20. CONTRACT DISPUTES**

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. 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.
- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

## **21. TERMINATION FOR DEFAULT**

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment



shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:

- i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
  - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
  - iv. If a determination is made by 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.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
  - c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

## **22. TERMINATION FOR CONVENIENCE**

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

## **23. GOVERNING LAW AND VENUE**

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

## **24. MULTI-AGENCY PARTICIPATION**

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be

requested.

- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS 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 FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

## **25. PACKAGING AND DELIVERY REQUIREMENTS**

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies and equipment for FCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, see School Calendar Closings enclosed, except where modified in Section II.
- f. All warehouse deliveries shall be made during the hours of 9:00 A.M. to 2:30 P.M. on all regular scheduled school days, see School Calendar Closings enclosed, except where modified in Section II.
- g. Bulk materials, delivered to the Warehouse, are to be delivered on skids, or pallets, to the Warehouse receiving platform.
- h. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- i. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by FCPS.
- j. The vendor will be required to furnish proof of signed 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. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

## **26. BILLING AND PAYMENT**

- a. Invoices shall be submitted to: [accounts.payable@FCPS.org](mailto:accounts.payable@FCPS.org) or in duplicate to:

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

- b. Invoices and packing slips must contain the following information:
- i. Bid Number
  - ii. Purchase Order Number
  - iii. Item Number (if applicable)
  - iv. Quantity (if applicable)
  - v. Brief Description of Item or Work Performed
  - vi. Unit Price Bid/Partial Payment Amount
  - vii. Extended Total for Each Item
  - viii. Grand Total
  - ix. Public School Construction Number (PSC) (if applicable)
- c. 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.

## **27. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

## **28. LIQUIDATED DAMAGES**

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time

extension to be granted. Extensions are not guaranteed.

- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

## **29. SAFETY REQUIREMENTS**

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Frederick County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.
- g. The awarded vendor(s) is responsible to report to FCPS any asbestos material or suspected material found or uncovered that is not part of the scope of the project. In addition, they may not introduce new asbestos or asbestos bearing materials into the site.
- h. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.



### **30. LAWS AND REGULATIONS**

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

### **31. PATENTS**

The vendor will defend all suites or claims for infringement of any patent rights and will save the Board of Education of Frederick County harmless from loss.

### **32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS**

All FCPS technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

### **33. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS**

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, 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 at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee

has been convicted of a crime identified as a crime of violence.

- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

#### **34. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE**

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County 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.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

#### **35. WEAPON POSSESSION ON SCHOOL PROPERTY**

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

#### **36. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

#### **37. ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

#### **38. STUDENT/STAFF CONFIDENTIALITY**

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

### **39. PUBLIC INFORMATION ACT NOTICE**

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

### **40. FORCE MAJEURE**

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

### **41. ETHICS POLICY**

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

### **42. NON-COLLUSION**

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary

intent to solicit or secure the contract.

**43. CONFLICT OF INTEREST**

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

**44. EMARYLANDMARKETPLACE REGISTRATION**

Contractors are required to register with [www.eMarylandMarketplace.org](http://www.eMarylandMarketplace.org) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

**FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)**  
**SPECIFIC TERMS AND CONDITIONS**  
**SECTION II**

**1. SCOPE**

The intent of this solicitation is to establish a contract for the weekly rental and cleaning of uniforms to multiple locations within the FCPS system. The rental clothing includes both standard as well as flame resistant work wear and will service approximately 164 individuals from five separate work divisions: Building Maintenance; Cluster Maintenance; Grounds Maintenance; Bus Garage; and Warehouse.

**2. CONTRACT PERIOD**

The initial term of the contract will be effective from date of award through December 31, 2019, with one additional two-year renewal term, from January 1, 2020 through December 31, 2021, at the discretion of the Board of Education. Upon submission of bid, the contractor consents to the possibility of contract renewal as a condition of award.

**3. PRICING**

- a. All prices shall remain firm through the initial three year plus contract term.
- b. FCPS expects all vendors to provide year over year cost reductions recommendations.
- c. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- d. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least 60 days prior to the renewal term and shall be accompanied by supporting documentation.
- e. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to FCPS.

**4. CONTRACT TERMS**

- a. All garments that are rented shall remain property of the supplier. Replacement costs will only be paid to the awarded vendor if the uniform components are lost, stolen or accidentally destroyed by the employee.
- b. Separate surcharges and/or ancillary charges for measuring, preparation, initial set up, delivery, fuel, service fees, or adding or deleting employees to or from invoices are not acceptable at any time during the contract. Bid prices are to include all costs associated with the continual provision of these services through the contracted term(s). Credits for unauthorized charges will be required before invoices are paid.
- c. Separate charges for the rental of uniform pieces above a certain size will be negotiable as will be the cost of emblem creation for new employees and a fee for a seasonal change-out of short vs. long sleeve or pants vs. shorts for a few employees.

- d. The estimated quantities detailed on the Form of Proposal 1, Summary Pricing, and Attachment 1 are provided as a guide to the volume of business involved. The number of employees for each department covered under this contract is the most current count and may vary slightly from year to year. For purposes of bid evaluation, the number of employees listed will be used in calculating costs for determining vendor selection.
- e. We reserve the right to make minor substitutions to the cost per employee based on the unit prices for uniform pieces if necessary. FCPS also reserves the right to consider alternates that become necessary due to health issues or new uniform requirements. FCPS will be responsible for the payment of extra charges, if assessed, for changes in uniform requirements resulting from health issues. The quantity and uniform combinations to be provided, delivered and invoiced shall be finalized during the sizing and order confirmation by the contract administrators. Final calculations for invoicing will be modified according to the Form of Proposal 2, Unit Pricing.
- f. FCPS is not obligated for the procurement of any minimum order or total purchase amount is expressed or implied.
- g. FCPS retains the right to purchase other garments as may be required by the same or other departments.
- h. Unit pricing is requested for:
  - 1.) the replacement of uniforms if lost or damaged by the employee;
  - 2.) the direct purchase of uniform components by individual employees; and
  - 3.) the occasional cleaning of uniform components.
- i. Form of Proposal – Part 2 delineates the type and material content of uniform components in this procurement and is provided as a standard of quality, with preference for fire rated material that is comfortable to the wearer without reducing its fire retardant qualities. See General Terms and Conditions, Section 7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS for additional relevant information.
- j. Uniform pickup and delivery is required at thirteen separate locations as delineated in Attachment 3. Separate invoices also are required for each of these locations because separate FCPS staff are accountable for invoice approval and tracking accountability.
- k. Charges for shop supplies are to be invoiced only as supplied.
- l. The contracted vendor will be notified if an employee leaves FCPS or if an employee is on extended leave longer than four weeks. The charges shall be removed from the invoice no later than the month following notification. If not automatically removed, a credit will be required for previous charges.
- m. FCPS operates on a four day schedule, Monday through Thursday with Friday closed, during approximately six weeks of the summer. The contracted vendor will be responsible for adjusting the delivery/pickup schedule during that time.

## **5. SAMPLES AND LITERATURE**

- a. Samples of the primary non-rated and fire rated uniform pieces and the emblems will be required for evaluation purposes and are due no later than 24 hours after the bid opening. Samples of other pieces must be representative of the stitching, fabric weight and construction of what would be supplied if awarded the contract, especially the fire rated uniforms.
- b. Each department currently has standardized on colors for their uniforms.

- c. Failure to provide descriptive literature and samples will be grounds for rejection of the proposal. See General Terms and Conditions, Section 7. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS, and Section 8. SAMPLES for additional relevant information.
- d. Samples shall be labeled with the vendor name and delivered to the FCPS office complex at 7446 Hayward Road, Frederick, MD 21702, Attention: Randy Connatser, Maintenance Department.

## **6. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. **The Technical and Cost proposals must be submitted in separately sealed envelopes and submitted in the correct number of copies in order to be considered for award.**
- c. Technical Proposal:
  - i. Submit one original and **four (4)** additional copies of the Technical Proposal, along with an electronic copy in Excel/Word/PDF format (on CD or USB Flash Drive), in a sealed envelope, properly labeled on the outside with the bidder's name and "TECHNICAL PROPOSAL".
  - ii. The Technical Proposal will include the following forms completed:
    - Statutory Affidavit and Non-Collusion Certification
    - Certification of Compliance
    - Technical Proposal Questionnaire
    - Supporting documents requested in the Questionnaire
    - Descriptive literature/catalog including color options chart and basic description/specifications for all uniform pieces proposed.
- d. Cost Proposal:
  - i. Submit one original and no copies of the Cost Proposal in a sealed envelope, properly labeled on the outside with the bidder's name and "COST PROPOSAL".
  - ii. The Cost Proposal will include the following form(s) completed:
    - a.) Signature Page
    - b.) Form of Proposal Part 1 - Summary Pricing
    - c.) Form of Proposal Part 2 - Unit Pricing

## **7. EVALUATION CRITERIA AND AWARD**

- a. Proposals submitted will be evaluated by a committee comprising a minimum of at least three FCPS staff.
- b. Each member of the selection committee will independently review and evaluate each technical proposal using a point formula during the review process to score proposals. The full committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, those firms ranked highest will advance to the next level of review.



- c. The technical proposal will consist of a combination of formats, including but not limited to a questionnaire, sample submission and testing, and/or site visit; and will include appraisals of various aspects of the supplier's business such as capacity, financials, quality assurance, organizational structure, cleaning, repair, delivery processes and previous performance with customers of a like size and uniform rental complexity.
- d. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information are not to be submitted.
- e. 50 + 5 extra points will be assigned for each technical proposal and will be assigned independently by each committee member as follows:
  - Business Structure -- 10
  - Service and Delivery Processes – 15
  - Licensing, Insurance and Legal – 3
  - References – 12
  - Samples – 10
  - Value Added – 5 bonus points
- f. After the composite technical score for each firm has been established, the sealed cost proposal will be opened and 50 additional points will be added to the technical scores of the highest ranked firms. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive or calculated price.
- g. An interview may be required to obtain more information prior to recommendation for award, and additional points may be assigned.
- h. It is the intention of FCPS to award this contract to one company most nearly meeting the specifications provided the price is reasonable and is in the best interest of FCPS.

## **8. VENDOR PERFORMANCE EVALUATION**

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
  - i. Delivery
  - ii. Response time
  - iii. Backorders
  - iv. Quality of deliverables
  - v. Invoicing
  - vi. Sales data (Contract data, non-contract data)
  - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.

- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

## **9. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED**

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or accepted at the designated place of delivery.
- c. Reference the terms outlined under General Terms and Conditions, Section 28, Liquidated Damages. Damages will be assessed at the rate of \$50.00 per calendar day.
- d. The successful contractor is expected to maintain the FR garments at all times in accordance with the material manufacturer's instructions so as to maintain and guarantee the integrity of the fire retardant finish. Should the nature of the work being performed by an FCPS employee ruin the FR finish, FCPS will replace the uniform pieces in accordance with prices quoted herein under "Lost/Destroyed".

## **10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

### **a. Worker's Compensation**

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

### **b. Employers' Liability Insurance**

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

### **c. Commercial General Liability Insurance**

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per

occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury	\$1,000,000 per person/\$1,000,000 accident
Property Damage	\$1,000,000 each occurrence, or
Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be

cancelled or materially altered, except after thirty days written notice has been received by FCPS."

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Council, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

**11. PERFORMANCE STANDARDS:**

a. As part of the START UP, the successful vendor is expected to:

- 1.) Attend a post-award meeting with the contract administrators to review the terms of the contract, colors, emblem placement, etc. At that meeting the schedule and locations for sizing will be determined.
- 2.) The following timeline is proposed:
  - a. Award December 14, 2016
  - b. Fittings completed January 6, 2017
  - c. Initial deliveries completed February 15, 2017
- 3.) Alterations must be made to the half size for odd and even sizes on the waists and inseams of pants. Pants may be either flexible or solid waistbands except fire resistant garments which must be solid waist bands.
- 4.) Submit to the contract administrator(s) the employee checklists (order sheets) evidencing employee approval of measurements and maintain same throughout the contract period as changes occur.
- 5.) All initial garments must be new.
- 6.) At a minimum, all garments shall have some form of indelible identification specific to each employee.
- 7.) Provide the contract administrator(s) with a weekly route schedule by delivery location and communicate any permanent changes in this schedule as necessary.
- 8.) Provide the contract administrator(s) with an acceptable operating procedure that includes contact information and basic guidelines regarding pickup and delivery; discrepancy resolution; replacement for worn and/or damaged uniforms; and uniforms arriving in unacceptable condition.
- 9.) Provide the contract administrator(s) with an acceptable exit procedure for taking inventory and resolving differences in count at least 90 days prior to completion of this contract.

b. As part of the WEEKLY SERVICE, the successful vendor is expected to:

- 1.) Deliver cleaned, steamed and repaired garments and pick-up soiled ones from multiple locations throughout the county. It is expected that garments will not be crushed when delivered because of the way they are stored on the delivery truck.
- 2.) Verify department and names at each delivery stop and obtain signature of the person receiving. Uniforms will be labeled by bundles for each department, shop and/or cluster and the names of

the uniforms included in the bundle will be on the invoice.

- 3.) Payment requests, which are not documented by receiving signature and can not be verified, will not be processed for payment.
  - 4.) Count and identify obvious repairs with a “repair tag”.
  - 5.) The contracted company is still responsible for inspection of all garments at the cleaning plant and repair/replacement as necessary prior to redelivery.
  - 6.) The contractor shall mend or alter as needed until the garment condition is such that replacement is necessary. Replacement costs due to wear will be borne by the contractor. Painter uniforms are included in this requirement.
  - 7.) Replacement garments may be from existing sources provided they meet the same requirements of the contract and must be acceptable to the contract administrator(s). Garments will be rejected if they are faded, have holes, rips, tears, visible and unsightly repairs, patches, or anything that detracts from a professional appearance to the uniform.
  - 8.) FCPS will only pay for new garments if the employee is responsible for the damage or loss or can not fit into the old uniform.
  - 9.) Replacement garments must be new and shall be delivered within 21 days of notification.
  - 10.) Uniforms will be tracked and replacements received through the use of a standardized ticket of the previous week’s delivery.
- c. Throughout the CONTRACT TERM the successful contractor is expected to:
- 1.) Adjust delivery schedules as needed for summer months and as necessitated by emergency weather closings and delays.
  - 2.) Minimize turnover of our account manager and delivery driver(s) and provide them with the information necessary to service our account successfully.
  - 3.) Maintaining a consistent delivery routine with assigned driver(s) will help assure that staff are available for verifying pick-up and delivery of uniforms and signing receipts.
  - 4.) Take measurements and provide uniforms for newly hired employees within 21 days of written notification by the FCPS contract administrator.
  - 5.) Maintain a garment check sheet for each employee and include: the employee #, the initial number of uniforms issued, style, size, color, FR classification, and changes in measurement.
  - 6.) Remove and/or provide credit for billing associated with employees who have left FCPS within 30 days of written notification by the FCPS contract administrator.
  - 7.) Attend meetings with area managers as needed to discuss contract performance.
  - 8.) Deliver Transportation supplies on an as needed basis and bill accordingly.
  - 9.) Meet with other FCPS staff as needed if their department is interested in purchasing garments, with or without customization, such as T shirts, dress shirts, overalls, and the like.

**UNIFORM REQUIREMENTS BY DEPARTMENT**

**General:**

1. Numbers are taken from Cintas Uniform and Apparel Catalog for Reference Purposes.
2. Not all items of clothing will be rented. Some may be purchased on an as needed basis, but are listed in this section for information.
3. FCPS prefers the type and material content for uniforms as delineated in the specifications with preference for fire rated material that is as comfortable to the wearer as possible.
4. Fire resistant uniforms for HVAC and Electricians per 2015 NFPA Table 130.7(C) (12) and (14).

**Emblems:**

1. Uniform shirts for the Supervisors/Mangers and Foremen shall have the following information embroidered as follows: left side shall have the FCPS logo; and the right side of the shirt shall have the employee's first and last name, along with "FMP" designation, (if applicable to the individual employee).
  2. All other uniforms with sewn on Emblems: shall have the emblems with the dark blue/navy backgrounds with the white colored border, Left side to include the FCPS logo, the right side to include the employee's first name.
  3. The name of the department shall be in the same style/size lettering as the name.
  4. Fire resistant uniforms will contain Nomex or equal emblems sewn with Nomex or equal thread.
  5. If emblems fade, shred or detach from the shirt, they shall be repaired/replaced at no additional cost.
  6. The cost for supplying and maintaining emblems is to be included in the weekly service rate.
  7. Sharp or rounded corners are allowed.
  8. Vendor's standard lettering and border color will be acceptable with white background.
-

UNIFORM REQUIREMENTS BY DEPARTMENT

BUILDING AREAS / MAINTENANCE DEPARTMENT							
AREA	POSITION TITLE/TRADE	TOTAL POSITIONS FOR UNIFORM COUNTING PURPOSES	11 each SHIRTS and PANTS, TYPE HRC - 2	11 each SHIRTS and PANTS, TYPE HRC - 0 (with option of long or short sleeve shirts)	11 each SHIRTS - Oxford Light Blue PANTS - Khaki Non-FR	SHIRTS - Oxford Light Blue w/ White Stripes PANTS - Navy, Non-FR	2 each FR RATED HRC 2 JACKETS with FR RATED HRC 3 Vest Lining - Navy
Building Maintenance	Master Electrician	1	1				1
	Master Plumber	1		1			1
Electronic Building Systems	Supervisor	1			1		1
	Electronic Technician I	1	1				1
	Electronic Technician II	1	1				1
	Predictive Maintenance Technician	2	2				2
	Electronic Technician I - other	1		1			1
	Electronic Technician II - other	1		1			1
	BAS Technician	1	1				1
1	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2
2	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2
3	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2
4	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2



UNIFORM REQUIREMENTS BY DEPARTMENT

BUILDING AREAS / MAINTENANCE DEPARTMENT							
AREA	POSITION TITLE/TRADE	TOTAL POSITIONS FOR UNIFORM COUNTING PURPOSES	11 each SHIRTS and PANTS, TYPE HRC - 2	11 each SHIRTS and PANTS, TYPE HRC - 0 (with option of long or short sleeve shirts)	11 each SHIRTS - Oxford Light Blue PANTS - Khaki Non-FR	SHIRTS - Oxford Light Blue w/ White Stripes PANTS - Navy, Non-FR	2 each FR RATED HRC 2 JACKETS with FR RATED HRC 3 Vest Lining - Navy
5	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2
6	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2
7	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2
8	Supervisor	1			1		1
	Foremen	1				1	1
	Electrician	2	2				2
	Plumber	2		2			2
	HVAC	4	4				4
	General Mechanic	2		2			2
TOTALS		106	54	35	9	8	106

UNIFORM REQUIREMENTS BY DEPARTMENT

CENTRAL SHOPS / MAINTENANCE DEPARTMENT							
POSITION TITLE/TRADE	TOTAL POSITIONS FOR UNIFORM COUNTING PURPOSES	11 each COMFORT SHIRTS - Light Blue or Dark Blue COMFORT PANTS - Navy Blue (with option to switch long sleeve shirts for short sleeve shirts in the spring and fall)	11 each COMFORT SHIRTS -- Light Grey COMFORT PANTS-- Charcoal	11 each COMFORT SHIRTS - White COTTON PAINTER STYLE DENIM PANTS - White	11 each COTTON SHIRTS - White COMFORT PANTS - Navy	2 each NON FR JACKETS-- Dark Grey or Navy Blue	2 each FR ARC 2 Rated JACKETS with ARC 3 Rated Vest Lining -- Navy
Manager	1	1 LB					1
Carpenters	3	3 DB					3
Carpenter Foreman	1	1 LB					1
Locksmiths	1	1 DB					1
Locksmith Foreman	1	1 LB				1 NB	
Roofers	2	2 LB					2
Roofer Foreman	1	1 LB					1
Painter	4			4			4
Painter Foreman	1				1		1
Grounds Equip. Rep. Tech	1		1			1 DG	
Grounds Equip. Rep. Foreman	1		1			1 DG	
Water Treatment Operator	1	1 DB				1 NB	
Water Superintendent	1	1 LB				1 NB	
<b>TOTALS</b>	<b>19</b>	<b>7 LB / 5 DB</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>3 NB / 2 DG</b>	<b>14</b>

GROUNDS CREW / MAINTENANCE DEPARTMENT					
POSITION TITLE/TRADE	TOTAL POSITIONS FOR UNIFORM COUNTING PURPOSES	REGULAR - Non-FR	11 each COMFORT SHIRTS -Tan COMFORT PANTS - Dark Brown	2 each NON FR JACKETS - Dark Brown	2 each NON-INSULATED COVERALL--Dark Brown
Supervisor	1	1	1	1	1
Foreman	2	2	2	2	2
Crew	6	6	6	6	6
<b>TOTALS</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>

UNIFORM REQUIREMENTS BY DEPARTMENT

<b>BUS GARAGE / TRANSPORTATION</b>								
POSITION TITLE/TRADE	TOTAL POSITIONS FOR UNIFORM COUNTING PURPOSES	REGULAR - Non-FR	5 each SHIRTS - Light Blue PANTS - Dark Blue (with option to switch long sleeve shirts for short sleeve shirts in the spring and fall)	11 each COMFORT SHIRTS -Dark Blue (with option of) COMFORT PANTS or CARPENTER JEANS- Dark Blue	2 each NON FR JACKETS - Dark Blue	1 each NON INSULATED COVERALLS--Dark Blue	2 each NON INSULATED COVERALLS - Dark Blue	OTHER
Manager	1	1	1		1	1	0	Rug for Entrance
Supervisor Foreman	1	1	1		1	0	0	Dispenser & Cherry Soap w/ spare on the shelf
Mechanics	12	12		12	12	0	12	Dispenser & Paper towels w/ 4 spare rolls on the shelf
Parts Room Attendants	3	3		3	3	0	0	250 shop rags weekly
<b>TOTALS</b>	<b>17</b>	<b>17</b>	<b>2</b>	<b>15</b>	<b>17</b>	<b>1</b>	<b>12</b>	

<b>WAREHOUSE</b>						
POSITION TITLE/TRADE	TOTAL POSITIONS FOR UNIFORM COUNTING PURPOSES	REGULAR - Non-FR	11 each COMFORT SHIRTS - Burgundy COMFORT PANTS - Navy	11 each POLO -KNIT SHIRT - Burgundy PANTS - Navy	2 each HIP LENGTH JACKET - Navy Blue	2 each PERMA LINED JACKETS - Navy Blue
Foreman	1	1		1		1
Warehouse Specialists	7	7	6	1	1	6
Warehouse Specialists	2	2	1	1	2	
<b>TOTALS</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>3</b>	<b>3</b>	<b>7</b>

**STANDARD OPERATING PROCEDURES** (Sample Template)

1. Contact List for Vendor:

Branch Manager  
Service Manager or Dispatcher  
Accounts Receivable  
Service or Sales Representative

2. Standard Operating Procedures:

- A. How to add a new employee—
- B. How to remove an existing employee—
- C. Changes in clothing ID for employees transferring to different areas within FCPS--
- D. Garments in need of repair—
- E. Garments in need of resizing—
- F. Purchases of other clothing items—
- G. End of contract reconciliation and return procedures—

**DELIVERY STOPS AND FCPS CONTACT INFORMATION**

<b>GROUP</b>	<b>DELIVERY / PICKUP LOCATION</b>	<b>CONTACT</b>
<b>Area 1</b>	Catoctin High School Area Maintenance Shop 14745 Sabillasville Road, Thurmont, MD	<b>Area Office 240-236-8198</b> Gary Hill, Supervisor 240-367-6784 Steve Brako, Foreman 240-367-0776
<b>Area 2</b>	Middletown High School Area Maintenance Shop 200 Schoolhouse Drive, Middletown, MD	<b>Area Office 240-236-7546</b> Dave Wade, Supervisor 240-367-6782 John Roop, Foreman 301-748-9207
<b>Area 3</b>	West Frederick Middle School Area Maintenance Shop 515 West Patrick Street, Frederick, MD	<b>Area Office 240-236-4048</b> Richard Gue, Supervisor 240-367-6771 Tim Eccard, Foreman 240-367-6666
<b>Area 4</b>	Gov. Thomas Johnson High School Area Maintenance Shop 1501 North Market Street, Frederick, MD	<b>Area Office 240-236-8395</b> Ron Stull, Supervisor 240-772-6210 Robert Kabrick, Foreman 301-606-5234
<b>Area 5</b>	Walkersville High School Area Maintenance Shop 81 Frederick Street, Walkersville, MD	<b>Area Office 240-236-7267</b> Pat Little, Supervisor 240-674-1180 Steve Frush, Foreman 240-674-1396
<b>Area 6</b>	Tuscarora High School Area Maintenance Shop 5312 Ballenger Creek Pike, Frederick, MD	<b>Area Office 240-236-6435</b> Erik McKay, Supervisor 301-748-7668 Kenny Winters, Foreman 240-367-6886
<b>Area 7</b>	Urbana High School Area Maintenance Shop 3471 Campus Drive, Ijamsville, MD	<b>Area Office 240-236-7723</b> Robert Johnson, Supervisor 240-367-6875 Chris Ayers, Foreman 240-440-5537
<b>Area 8</b>	Oakdale Middle School Area Maintenance Shop 9840 Old National Pike, New Market, MD	<b>Area Office 240-236-5521</b> Todd Englar, Supervisor 301-748-0570 Dave Thompson, Foreman 301-748-9053
<b>Carpenter / Roof / Lock / Paint Shops</b>	Frederick County Public Schools – Annex, Building # 3 Lower Warehouse 7446 Hayward Road, Frederick, MD	Dave Fox, Project Manager <b>Office 301-644-5151 / Cell 240-367-0762</b>
<b>EBS Shop</b>	Frederick County Public Schools – Annex, EBS Shop 7446 Hayward Road, Frederick, MD	Travis Young, Supervisor <b>Office 301-644-5166 / Cell 240-674-5696</b>
<b>Grounds Shop</b>	Frederick County Public Schools – Annex, Grounds Shop 7446 Hayward Road, Frederick, MD	James McKeever, Supervisor <b>Office 301-644-5152 / Cell 301-748-9751</b>
<b>Bus Garage</b>	Frederick County Public Schools – Annex, Bus Garage 7446 Hayward Road, Frederick, MD	Mark Maggitti, Fleet Manager <b>Office 301-644-5368</b>
<b>Warehouse</b>	Frederick County Public Schools – Building # 2, Warehouse Loading Dock, 33 Thomas Johnson Drive, Frederick, MD	Roy McHaffa, Manager <b>Office 301-644-5393</b>

**RFP 17MISC2**  
**UNIFORM RENTAL SERVICES**

**TECHNICAL PROPOSAL QUESTIONNAIRE**

**I. BUSINESS STRUCTURE:**

1. How many years has your company been in the uniform rental business?
2. What is the location of the service center branch that would manage our account?
3. How many route drivers would you anticipate would service our account at any one time?
4. What is the turnover rate of your route drivers?
5. What is the turnover rate of your sales managers?
6. Provide the name and contact information for the account manager / customer service representative(s) dedicated to our FCPS account throughout the contract term?
  - a.) Account Manager Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
  - b.) CS Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
7. Which person (sales or CS) will they handle any contract performance issues?
8. Acknowledge that FCPS will not be charged late fees. Note that payments are made net 30 days.
9. Acknowledge that FCPS will not be charged any ancillary service charges.
10. Would you agree to provide (after award) a brief operating procedure following the sample template provided in Attachment 2?

**II. SERVICE AND DELIVERY PROCESSES: \*\*\*Submit documents**

**A. Fitting--**

1. Do you agree to perform initial fittings at each of the 13 locations shown on Attachment 3?
2. Can you meet the initial fitting and delivery timeline?
3. If an employee is absent on the day of the fitting for their area, how will you accommodate them—i.e. make-up sessions?
4. Do you agree to the fitting and delivery turnaround time of 21 days for additional employees?
5. Submit a sample of an employee record/checklist. \*\*\*
6. Acknowledge that you will obtain two employee signatures, one at the time the fitting is complete and one at the initial delivery of all uniform garments.

**B. Cleaning and Sorting—**

7. Describe how the cleaning, sorting, repair and delivery bundling process is accomplished—i.e. manual or automated; in one location or multiple; etc.
8. Describe your company's quality assurance program.

**RFP 17MISC2**  
**UNIFORM RENTAL SERVICES**

**TECHNICAL PROPOSAL QUESTIONNAIRE**

9. What process do you use to identify torn or worn clothing at the processing facility so that it does not get delivered?

**C. Pick-up and Delivery**

10. Do you use an electronic tracking system for tracking the pick-up and delivery of uniforms?
11. Provide details regarding this system and how it is utilized to assure all uniform items are picked up and delivered on time.
12. Provide a copy of your pick-up report. \*\*\*
13. Provide a copy of your delivery report. \*\*\*
14. Can the format of the invoice be modified if requested by FCPS?
15. How frequently do you submit invoices - weekly, bi-weekly or monthly?

**III. LICENSING, INSURANCE AND LEGAL:**

16. Submit proof of registration with the Maryland Department of Tax Assessment.
17. Submit proof of the required amounts and types of insurance coverage identified in these specifications.
18. Has your company ever been sued? If so, briefly include when, why, with whom and the outcome.

**IV. REFERENCES:**

Provide the names, titles and valid contact information for five references to whom your company has provided the same services as described herein during the last five years. References are preferred for non-profit agencies or school systems, and within the State of Maryland. FCPS will contact them.

#1 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#2 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#3 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_



**RFP 17MISC2**  
**UNIFORM RENTAL SERVICES**

**TECHNICAL PROPOSAL QUESTIONNAIRE**

#4 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#5 Customer Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Name of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**V. VALUE ADDED SERVICES:**

1. Do you have an optional insurance program that, if purchased on a per-uniform piece basis, would guarantee replacement uniform garments as needed throughout the contract period under all circumstances except lost or destroyed by employee? If so, attached information about this program and its cost.

**RFP 17MISC2, UNIFORM RENTAL SERVICES**

**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 FCPS, 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	_____
Addendum #5	_____	Addendum #6	_____

**RFP 17MISC2**  
**UNIFORM RENTAL SERVICES**  
**FORM OF PROPOSAL - PART 1**

**NOTE: There shall be no charge allowable for set up at any time during the contract terms.**

**I. BUILDING AREAS / MAINTENANCE DEPARTMENT:**

A. HRC 2:

INITIAL ISSUE OF 11 FIRE RESISTANT SHIRTS, 11 FIRE RESISTANT PANTS AND 2 FIRE RESISTANT JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 54 Employees    X    52 weeks    =    \$\_\_\_\_\_/year

B. HRC 0:

INITIAL ISSUE OF 11 CLASS 0 SHIRTS, 11 CLASS 0 PANTS AND 2 FIRE RESISTANT JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 35 Employees    X    52 weeks    =    \$\_\_\_\_\_/year

C. POLY/COTTON BLEND:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS AND 2 FIRE RESISTANT JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 17 Employees    X    52 weeks    =    \$\_\_\_\_\_/year

**ANNUAL DEPARTMENT SUB-TOTAL:**

**\$\_\_\_\_\_**

## FORM OF PROPOSAL - PART 1

### II. CENTRAL SHOPS / MAINTENANCE DEPARTMENT:

A. POLY/COTTON BLEND:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS AND 2 FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 12    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

B. POLY/COTTON BLEND:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS AND 2 NON-FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 2    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

C. POLY/COTTON BLEND COMBO:

INITIAL ISSUE OF 11 COTTON SHIRTS, 11 COMFORT PANTS AND 2 FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 1    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

D. ALL COTTON:

INITIAL ISSUE OF 11 COMFORT SHIRTS, 11 PAINTERS PANTS AND 2 FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 4    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

**ANNUAL DEPARTMENT SUB-TOTAL:**

\$\_\_\_\_\_

### III. GROUNDS CREW / MAINTENANCE DEPARTMENT:

A. POLY/COTTON BLEND:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS, 2 NON-FR JACKETS AND 2 NON-INSULATED COVERALLS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS, JACKET AND COVERALL

\$\_\_\_\_\_ / Per Week    X 9    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

**ANNUAL DEPARTMENT SUB-TOTAL:**

\$\_\_\_\_\_

**FORM OF PROPOSAL - PART 1**

**IV. BUS GARAGE / TRANSPORTATION DEPARTMENT:**

A. POLY/COTTON BLEND:

INITIAL ISSUE OF 5 SHIRTS, 5 PANTS, 1 NON-INSULATED COVERALLS AND 2 NON-FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET ONLY.  
\*COVERALL WILL BE CLEANED AND INVOICED ON AN AS-NEED BASIS:

\$\_\_\_\_\_ / Per Week    X 1    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

B. POLY/COTTON BLEND:

INITIAL ISSUE OF 5 SHIRTS, 5 PANTS, NO COVERALLS AND 2 NON-FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET ONLY.

\$\_\_\_\_\_ / Per Week    X 1    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

C. POLY/COTTON BLEND:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS OR JEANS, 2 NON-INSULATED COVERALLS AND 2 NON-FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS, COVERALL AND JACKET

\$\_\_\_\_\_ / Per Week    X 12    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

D. POLY/COTTON BLEND:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS, NO COVERALLS AND 2 NON-FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 3    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

**ANNUAL DEPARTMENT SUB-TOTAL:**

**\$\_\_\_\_\_**

**V. WAREHOUSE:**

A. POLY/COTTON BLEND:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS AND 2 NON-FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 7    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

B. POLO KNIT SHIRTS COMFORT BLEND PANTS:

INITIAL ISSUE OF 11 SHIRTS, 11 PANTS AND 2 NON-FR JACKETS PER EMPLOYEE,  
WEEKLY CLEANING OF 5 SETS PER EMPLOYEE, INCLUDING SHIRTS, PANTS AND JACKET

\$\_\_\_\_\_ / Per Week    X 3    Employees    X    52 weeks    =    \$\_\_\_\_\_/year

**ANNUAL DEPARTMENT SUB-TOTAL:**

**\$\_\_\_\_\_**

**FORM OF PROPOSAL - PART 1**

- VI. Optional cost per uniform piece for universal advantage program or equal covering all replacement uniforms due to wear and tear assuring uniforms are in good condition at all times. \$\_\_\_\_\_ per piece.**
- VII. Identify specific uniform garment, size when upcharge applies and cost of upcharge for any extra large sizes that are are not covered under rental prices quoted:**

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**RFP 17/MISC2  
UNIFORM RENTAL SERVICES**

**FORM OF PROPOSAL - PART 2**

#		PRODUCT # SPECIFIED OR EQUAL	FR RATING	ATPV	PRODUCT # BID	RENTAL \$ PER PIECE	REPLACEMENT \$ BY FCPS FOR LOSS OR DAMAGE	DIRECT PURCHASE \$	CLEANING \$ PER OCCURRENCE
I	Poly/Cotton Blend Long Sleeve Polo Shirt	259				X	X	\$	\$
I	Cargo Pants 65/35 Poly/Cotton Blend, Flat Front, Belt Loop	270				\$	\$	\$	\$
I	Cargo Shorts 65/35 Poly/Cotton Blend, Flat Front, Belt Loop	370				\$	\$	\$	\$
I	Long or Short Sleeve Oxford Style Cotton Dress Shirt	374				X	X	\$	\$
I	Carhartt or equal Carpenter Pants	382				\$	\$	\$	\$
I	Perma Lined Hip Length Sport Jacket	677				\$	\$	\$	\$
I	Non-Insulated Coveralls, 65/35 Poly/Cotton Blend, Zipper/Snap	911				\$	\$	\$	\$
I	Insulated Coveralls, 65/35 Poly/Cotton Blend, Zipper/Snap	912				\$	\$	\$	\$
I	Long or Short Sleeve Comfort Shirt 65/35 Poly/Cotton Blend	935				\$	\$	\$	\$
I	Poly/Cotton Blend Comfort Pants	945				\$	\$	\$	\$
I	Perma Lined Hip Length Service Jacket	970				\$	\$	\$	\$
I	Poly/Cotton Dickies Style Painters Pants, 8.25 oz with hammer loops on legs and 9 pockets	7077				\$	\$	\$	\$
II	Long or Short Sleeve 100% Cotton Shirt	330	HRC 0			\$	\$	\$	\$
II	100% Cotton Pants	340	HRC 0			\$	\$	\$	\$
II	Long Sleeve Shirt Indura Ultra Soft, 88 FR Cotton/12 Nylon Blend, or equal	60694	HRC2	8.7		\$	\$	\$	\$
II	Pants 88/12 Indura Ultra Soft, 88FR Cotton/12 Nylon Blend, or equal	70644	HRC2	12.4		\$	\$	\$	\$
II	Jacket, Nomex IIIA FR or equal	80308	HRC 2	12.6		\$	\$	\$	\$
II	Jacket Liner/Vest, Nomex IIIA FR or equal	80903	HRC 3	37		\$	\$	\$	\$
III	Shop Rags, Washable, 250 per week	2160				\$	X	X	X
III	Shop Towel C Dispenser, Manual, 1	9024				\$	X	X	X
III	Towels, 1 with 4 spare on shelf, as needed delivery					\$	X	X	X
III	Soap Dispenser, Manual, 1	7991				\$	X	X	X
III	Soap, Cherry, 1 with 1 on shelf, as needed delivery	9543				\$	X	X	X
III	3' x 10' Black Standard Carpet Mat with rubber edging	84035				\$	X	X	X



**FREDERICK COUNTY PUBLIC SCHOOLS**

**RFP 17MISC2, UNIFORM RENTAL SERVICES**

**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 if 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 Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(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

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## **CERTIFICATION OF COMPLIANCE**

### **RFP 17MISC2, UNIFORM RENTAL SERVICES**

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a schools (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. 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.
4. 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 vendor, the site superintendent will 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.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor 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:
  - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature\_\_\_\_\_Date\_\_\_\_\_

Print name and title of signatory\_\_\_\_\_

Print name of company\_\_\_\_\_