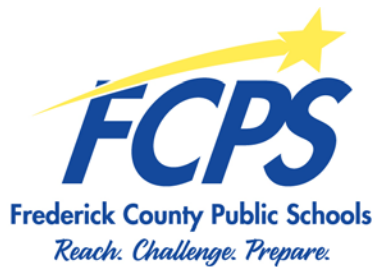


Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5209 phone
301-644-5213 fax



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

BID NUMBER/BID NAME: Bid 17M6, Floor and Carpet Equipment

BID ISSUE DATE: October 25, 2016

BID CONTRACT MANAGER: Billie Laughland, Buyer Specialist, billie.laughland@fcps.org

BID CONTRACT ADMINISTRATOR: John Carnahan, Custodial Services Manager, john.carnahan@fcps.org

PRE-BID DATE: 2:00 P.M., local time, November 3, 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)

QUESTIONS DUE BY: 4:00 P.M., local time, November 4, 2016.

OBTAINING BID DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist. If you have problems downloading this bid or applicable addenda, contact: Krista Long at krista.long@fcps.org.

BID DUE: 2:00 P.M., local time, on November 15, 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 www.emarylandmarketplace.com. 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

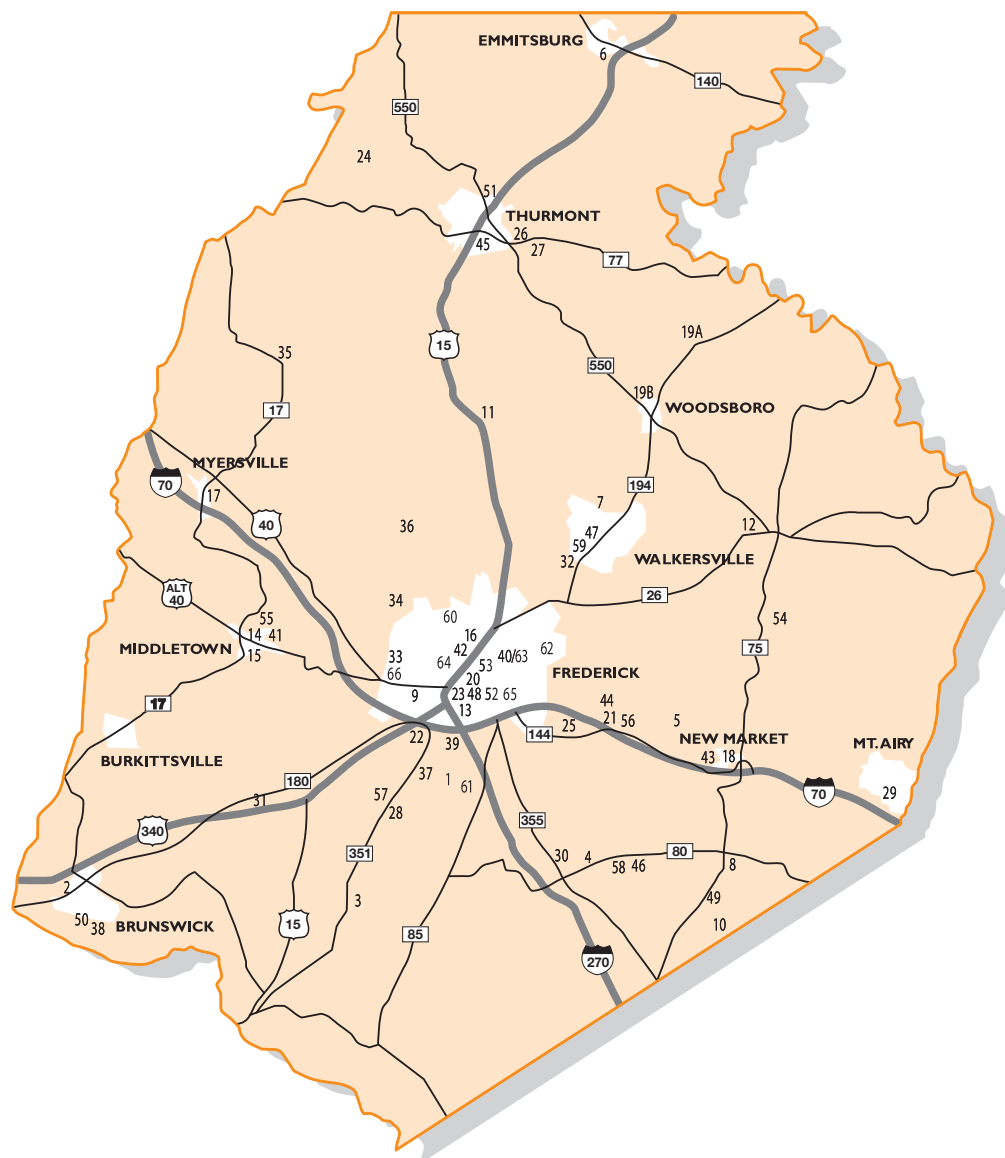
1. **Ballenger Creek*** **240-236-2500**
Ms. Kristen Canning, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick ♦♦** **240-236-2900**
Mr. Justin McConaughy, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor ♦♦** **240-236-3800**
Ms. 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. **Kemptown** **240-236-3500**
Ms. Sharon West, Principal
3456 Kemptown 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 Vasquezna, 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

**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 (FCPS) vendors and or contractors interested in bidding on FCPS projects must register at 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
 - 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(s) 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, 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 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 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 purchase of floor and carpet maintenance equipment used to maintain FCPS schools and offices. This is an "open" requirements type contract with no guarantee of any purchase quantity or dollar amount. Only manufacturers, or their authorized dealers (where required by the manufacturer), or companies with sales representatives and warranty service locations within approximately 75 miles of Frederick, Maryland are invited to submit bids for this contract. It is imperative that a representative of the company or manufacturer be available for demonstrations as needed, and to respond to training or warranty issues that may arise during the life of this contract.

2. CONTRACT PERIOD

The initial contract term shall be effective from January 1, 2017 through December 31, 2017. The contract may be extended for two additional one-year terms from January 1, 2018 through December 31, 2018, and January 1, 2019 through December 31, 2019, at the discretion of the Board of Education with all terms and conditions of the original contract remaining unchanged. Bidders automatically accept the possibility of contract renewal as a condition of award.

3. PRICING

- a. All prices shall remain firm through the initial contract period.
- 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. Bid pricing shall be inclusive of all charges for transportation, inside delivery (to a site within each school as specified by school personnel), assembly (unless minor), minimum one year full parts and labor warranty and documentation/instructions for operation, etc. Additional or separate charges for preparation or travel time between delivery sites are not acceptable.
- b. Delivery of equipment is required within 30 days after receipt of an official purchase order.
- c. After a purchase order is issued, problems regarding delivery/installation, availability, etc. must be communicated in writing to the Contract Administrator, John Carnahan, Custodial Services Manager, or his designee

- d. Delivery of large pieces of equipment is to be coordinated with the school principal or Contract Administrator at least two days in advance. Deliveries must include manpower for off-loading. We do not have staff available to assist with off-loading. All sites have a loading dock. Most equipment will be delivered to first floor/ground level.
- e. Once awarded, any changes in model number, parts modifications, design changes, etc., must be brought to the attention of the Buyer and approved by the Contract Administrators in advance of furnishing the subject item(s). FCPS may accept or decline the change to the contract item(s). If the change is declined, the contract to furnish the subject item(s) will be cancelled.
- f. FCPS is not obligated to any purchase quantity or dollar amount. The Board of Education will reject bids that stipulate minimum order quantities that must be purchased.
- g. FCPS reserves the right to make purchases from alternate sources if it is in its best interest to do so; however the awarded vendor would be given an opportunity to match the pricing.
- h. Vendors should be prepared to submit schematics/documentation (if not available on the web) and after warranty service procedures for all equipment awarded to their company, upon request by the Contract Administrator.
- i. Section I - General Terms and Conditions and all other contract terms contain important information regarding submission of catalog cuts, warranties, liquidated damages, etc. Instructions/terms appearing in this section supersede those in General Terms and Conditions if contradictory language is found.

5. BIDS FOR ALL OR PART

A bidder may not restrict their bid to be considered in the aggregate. And they do not need to submit a unit price on each item in order to be considered for award.

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 and/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. Bidders may bid two different models per line item if more than one product can meet the majority of the key features and technical specifications. Use a separate sheet to indicate the alternates by line item number.
- c. Pricing is requested for various quantity breaks. Bulk orders will be placed whenever practical to take advantage of volume purchasing.

7. EVALUATION CRITERIA AND AWARD

- a. FCPS retains the right to award the contract on a line item basis or by quantity break, as may be in the best interest of FCPS.
- b. FCPS retains the right to purchase consumables during and after the warranty period from other sources if more cost effective.
- c. Evaluation will include, but not be limited to, the following factors:
 - compliance of equipment to specifications;

- submission of additional information that may be requested during the evaluation;
- completeness of proposal submission, including literature/technical specifications;
- results of demonstrations (if required);
- references for bidder;
- life cycle cost and repair data;
- Financial ability to fulfill the contract;
- Location of bidder within a reasonable distance to handle demonstrations and warranty issues.

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. GREEN CLEANING SUPPLIES

Green product cleaning supplies will be procured to the extent practicable and economically feasible. These supplies are defined as being preferable because they have positive health and environmental attributes. (MD CODE ANN., Education §5- 112 [2014])

10. AUTHORIZED DEALERS

At the discretion of the Board of Education of Frederick County a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

11. STORAGE OF EQUIPMENT (ONLY APPLICABLE FOR NEW / RENOVATED SCHOOL PROJECTS)

- a. If a new, or renovated, school or building is not ready to receive equipment on the estimated delivery date outlined on the purchase order, the awarded vendor(s) will provide suitable warehouse

space to receive equipment until such time the building is completed and equipment can be received.

- b. In the event temporary warehouse facilities are needed, FCPS will not be responsible for the equipment. The awarded vendor(s) and/or the warehouse facility must provide adequate insurance.
- c. If warehousing is not feasible, the vendor is responsible for working with their suppliers and/or manufacturers to adjust the new delivery schedule at no additional cost to FCPS

12. INSTALLATION/ASSEMBLY

- a. The vendor must include in the unit price for each item, all charges for installation/assembly. If certain items do not require installation/assembly, the vendor must note this next to the item on the proposal form.
- b. In the event the vendor as part of the contract is responsible for installation, the vendor will be responsible for hiring personnel to perform such installation at its own costs. Such personnel will be considered employees of the vendor and are under his/her control and direction.
- c. Equipment shall be installed/assembled only by those having necessary qualifications, facilities, and experience to execute work properly. The vendor, at no expense to FCPS, will furnish all labor and materials necessary for the installation/assembly of the equipment designated. All crating and packing material shall be removed from the FCPS property by the vendor.
- d. The equipment will be set in place, leveled, and accommodated to the building construction, as necessary, for a neat and proper installation. The equipment shall be complete in every detail, ready for its intended use except as otherwise specified or indicated.
- e. Installation/assembly includes any necessary accessory cables, input lines, test run, and check out, etc. This does not include actual connections to electrical lines and/or plumbing that may require a licensed electrician and/or plumber.

13. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.
- c. A minimum one-year warranty including all parts, labor, service and travel or shipping expenses is required (this excludes belts and consumables). If a vendor does not have a service department, replacement of the defective equipment with brand new equipment is expected.
- d. If a vendor cannot pick up and return items to point of use they must pay shipping charges to and from the point of use during the warranty period.
- e. In submitting this bid, bidder expressly assumes full responsibility for prompt notification of any product recall in accordance with the applicable state or federal regulations.

14. 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
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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 Government, 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.

15. PRODUCT SPECIFICATIONS AND ACCEPTABLE PRODUCTS

- a. Updated model numbers or other questions regarding the technical specifications should be brought to the attention of the Buyer in writing prior to the pre-bid meeting date in order to allow us time to issue an addendum.
- b. Makes/models that are currently acceptable as well as those that are not acceptable are detailed on the Form of Proposal. The models that are not acceptable have been previously reviewed, and unless re-engineered in the last two years, do not have the features necessary to meet our standards for performance. Key equipment features, technical specifications, and required accessories are delineated under Technical Specifications.
- c. If a bidder offers makes/models other than those currently acceptable, they should submit literature and technical specifications as part of their bid proposal. Failure to do so will result in a bid being considered non-responsive.
- d. FCPS will evaluate the proposed product and may request a demonstration as a part of this evaluation if it is not currently an accepted make/model. If requested, the contractor is responsible for bringing the equipment to a designated location, demonstrating its features and allowing hands-on participation by a staff member. Failure to do so will result in a bid being considered non-responsive.

BID 17M6, FLOOR AND CARPET EQUIPMENT

TECHNICAL SPECIFICATIONS

(Other makes and models may be acceptable as noted on the Form of Proposal)

BURNISHER, HI SPEED PROPANE, 20-21”.

→WITH DUST CONTROL SHROUD BID AS AN OPTIONAL PART

CLARKE 21, MODEL 2117B IPC EAGLE #PB21

MODEL BID:

KEY FEATURES

1. 21” pad/brush size
2. Minimum 2000 rpm pad speed
3. Automatic fuel shut down feature
4. Low oil shut down feature
5. Hour Meter
6. Honda or Kawasaki Engine, 603 CC
7. Two years Parts and Labor engine warranty
8. EPA, C.A.R.B. AND UL Approved - All three*
9. 12 v. keyed start
10. No clutch
11. Flexible pad driver
12. 80% Safety fill propane tank

SPECIFICATIONS

1. 17 HP, Twin-V Kawasaki Engine
2. 25,000 sq. ft. performance
3. 20 lb. propane tank
4. 87-89 dB
5. Cast aluminum deck with electro finish
6. Welded steel handle
7. Weight 220 lb.
8. We do not need catalytic muffler for clean air exhaust on this model *
9. We do not need CARB guard emissions monitor on this model *

BURNISHER, HI SPEED, ELECTRIC, 2000 RPM POWERFLITE / TORNADO M2000-3

KEY FEATURES

1. Pad Speed 2000 RPM
2. Motor 1-1/2 hp, D.C. rectified, UL listed
3. Power Cord 75 ft. UL listed 12/3 SJTW-A/gray
4. Warranty 10 years housing, Two years motor, One year parts

SPECIFICATIONS

1. Floating handle for easy operation with safety start-up/lockout
2. Full pad-to-floor contact, no compensating caster
3. Flexible pad driver
4. One-piece housing
5. Base housing one piece, high density polyethylene
6. Pad driver flexible, total 20 inch floor-to-pad contact
7. Pad pressure (lbs.) 16
8. Handle steel tube with anti-fatigue grips
9. Wheels 4 and 5 inch non-marking-self lubricating
10. Weight (lbs.) 89

CARPET EXTRACTOR, SELF-CONTAINED

→To Be Supplied With TOOL KIT

NSS STALLION 8SC W/4892869 3 JET WAND TOOL KIT

KEY FEATURES

1. 8 gallon capacity
2. Self-contained
3. Foam-activated shut-off mechanism
4. Off-the-floor dump hose
5. CRI approved

SPECIFICATIONS

1. 16" cleaning path
2. 50' detachable cord
3. 100 PSI solution pump
4. Floating brush
5. 3-stage vac motor
6. Hinged rotocast polyethylene body

ACCESSORIES TO BE INCLUDED

Detail 3-Jet Wand Tool Kit, includes:

1. 12" width, 50-800PSI 3-jet wand
2. 15' vac hose
3. 15' solution hose
4. quick connector adaptor

DOLLY

RUBBERMAID #2640 BRUTE

KEY FEATURES

1. Rubber/steel construction
2. Anti-rust, anti-chip, and anti-peel
3. Twist on, twist off for safe mobility
4. 300 lb. Capacity
5. Fits 20-55 gallon round containers

SPECIFICATIONS

1. 5.5 lb. Shipping weight
2. Black
3. Five heavy-duty, swivel wheels
4. 18 1/4" D x 6 5/8"H

FAN/DRYER, FLOOR, 3 SPEED, POWERFLITE PD 500

KEY FEATURES

1. Motor 1/2 HP
2. Without wheels or telescoping handles
3. Speeds 3
4. Power Cord 20'
5. Warranty 5 years housing, 1 year motor, parts and workmanship
6. Operating Positions 3-position w/kickstand

SPECIFICATIONS

1. Power/Amp 4.8
2. Construction Polyethylene
3. Handle Molded, balanced
4. Inlets Injection molded plastic

5. Sensors Thermal shut-off
6. Weight 32.75 lbs

**FLOOR FINISH APPLICATOR, 28", WITH BATTERY PACK AND CHARGER,
ULTRA-TRAK #FT5000-28 by FAS-TRAK**

KEY FEATURES

1. 5-in-1 pressurized application system
2. Series 4 DC volt, 45 psi pump mechanism
3. Variable volume control circuitry
4. Head assembly pressure regulator
5. 28" mop head
6. 25,000 sq./ft. per hour application speed
7. 12V 7 amp hr sealed gel DC battery with 8-pin

SPECIFICATIONS

1. Suction tube and hook
2. Drip tray holder
3. Two 8 inch front wheels with magnets; two back casters
4. Control panel with door
5. Push/pull knob
6. Lift handle with top and bottom hooks
7. 24 volt battery pack and charger
8. Plastic elbow shutoff valve
9. Drip tray

**FLOOR SCRUBBER, LO SPEED, 20", 1.5 HP, TRIPLE PLANETARY GEAR ONLY,
→To Be Supplied With: DRIVER PAD AND POLY BRUSH
VIKING HP1520HD/TORNADO 97564**

KEY FEATURES

1. 20" brush diameter
2. 175 rpm brush speed
3. ALL STEEL triple planetary transmission
4. To be supplied with Pad Holder and Poly Brush

SPECIFICATIONS

1. Extra thick, chrome plated handle tubes
2. Safety switch levers
3. Fully adjustable handle
4. Non-marking, wrap around bumper
5. 50', 3" wire, special low temperature, vinyl jacketed cable, type ST with molded plug, 14 x 3
6. Motors – Dual Capacitor, Capacitor start, Capacitor run, fully rated, double wound, continuous duty, quiet and vibration free. 1½ hp
7. 114 lbs.
8. 13 ½" h

FLOOR SCRUBBER, 20", TRACTION-DRIVE, WALK-BEHIND

→To be supplied with Curved Squeegee, AGM Batteries, 13A On-Board Battery Charger, and Pad Holder

INTERNATIONAL CLEANING COMPANY ICE# I20NBT

KEY FEATURES

1. Traction drive, self propelled
2. AGM maintenance free batteries

3. Touch panel control system
4. Die-cast aluminum brush deck
5. Curved squeegee 99 lb. pad pressure
6. No tools needed for changing squeegee blades
7. Delayed vacuum motor shut off
8. Emergency shutdown system
9. Working efficiency up to 23,680 sq. ft./hr.
10. 15 solution tank
11. Five year warranty

SPECIFICATIONS

i20NBT

Cleaning Path	20 in (51 cm)
Solution Tank	15 gal (57 ltr)
Recovery Tank	17 gal (64 ltr)
Pad Size	20 in (51 cm)
Pad Driver	19 in (48 cm)
Pad Pressure, 2-settings	66 lb. and 99 lb. (30 kg and 45 kg)
Squeegee, Easy to Remove	30 in (76 cm)
Speed Control	2.8 mph
Cleaning Productivity	23,680 ft ² /hr. (2,200 m ² /hr.)
Sound Level	68 dBA
Drive System	Traction
Wheels, Non-marking (2)	10 in (25.5 cm)
Brush Motor, rpm Speed	.74 hp (.55 kW), 200 rpm
Vacuum Motor, Waterlift	.67 hp (.5 kW), 45 in (114 cm)
Voltage	24 V
*AGM Batteries (2)	12 V, 115 AH AGM
Charger, On-board	13 amp
Run Time per Charge	3 hr.
Weight without Batteries	231 lb. (105 kg)
Weight with Batteries	441 lb. (200 kg)
Dimensions (L x W x H)	53 x 30 x 42 in (135 x 76 x 107 cm)

FLOOR SCRUBBER, 26" DISK, RIDE-ON, BATTERY-POWERED

→To be supplied with SQUEEGEE, AGM BATTERIES, ON-BOARD CHARGER, AND TWO 13"

DRIVER PADS

TENNANT T7 MICRO RIDER #9000862

KEY FEATURES

1. 26" disk cleaning path
2. Battery powered
3. 29 gallon recovery/110 liter tank

SPECIFICATIONS

1. Two 0.6 HP/0.45 Kw scrub motors
2. 225 rpm brush speed
3. Variable brush down pressure from 80, 120, and 160 lb.
4. 0.6 hp/0.45kW, 3 stage vacuum fan with 70 in water lift
5. 4.0 mph transport speed and 3.6 mph scrubbing speed
6. 60"l x 33.25" wide with squeegee x 50" high
7. 67 dB
8. 68.5 inch minimum aisle turn

ACCESSORIES TO BE INCLUDED

1. Squeegee
2. AGM Batteries
3. On-Board Charger
4. Two 13" Driver Pads

TRUCK, PLATFORM, 24" X 48"

Rubbermaid #443610

KEY FEATURES:

1. U-shaped handle, mounted outboard, metal
2. 1000 lb. maximum weight capacity
3. Four 8" x 2" sealed bearing casters, two are swivel, all pneumatic wheels

CONSTRUCTION DETAILS

1. 24" x 48" platform size
2. Constructed of honey comb Duramold or equal, impact-resistant structural foam
3. Rounded deck corners
4. 80 pound shipping weight

TRUCK, TILT, ½ CU YD

Rubbermaid #1305

KEY FEATURES:

1. Standard construction
2. Gray
3. 750 lb. maximum load
4. 2 casters
5. ½ cu. yd. size

CONSTRUCTION DETAILS

1. 10" wheels, vulcanized rubber
2. 62 ½"L x 28"W x 38 5/8"H
3. Inset wheel and axle
4. Seamless body

VACUUM, BACKPACK, 10 QT. HEPA FILTER PROTEAM SUPER COACH VAC MODEL 107119

→To Be Supplied With: TOOL BELT HARNESS AND ATTACHMENT KIT #107100

KEY FEATURES:

1. 10 quart capacity
2. Four stage HEPA filtration, 1190 sq. inches
3. Includes 1 ½" static-dissipating vacuum hose, 50 ft. extension cord and two micro filters
4. Three year warranty on parts, labor and motor; life warranty on molded body parts
5. CRI Indoor Air Quality Testing Program approvals and LEED Certified approved

SPECIFICATIONS:

1. 1188 Watts
2. 66 dBA
3. 150 CFM airflow
4. 100 inches static lift
5. 9.9 amps
6. 11 lbs.
7. CRI Indoor Air Quality Testing Program approvals and LEED Certified approved

ACCESSORIES TO BE INCLUDED

1. To include the Xover Tool Kit D (107100):
14" Xover Floor Tool, 42 to 59" Aluminum Telescoping Wand, 17" Crevice Tool, 3" Dust Brush w/ Reducer, 5" Upholstery Tool

VACUUM, UPRIGHT, 12" WORKING WIDTH

WINDSOR SENSOR XP12

KEY FEATURES:

1. Two-stage, 1.6 hp, (1200 watts) vacuum motor
2. 90" (228 cm) water lift
3. 105 cfm airflow
4. Injection molded, high-impact ABS plastic housing
5. Non-slip toothed belt, enclosed, electronic safety clutch and speed control brush drive
6. 5400 brush contacts per minute, 2700 rpm brush speed
7. Brush Servo Motor automatically sets brush height, electronic sensor
8. Triple layer bag with 323 cu. in., enclosed, top-loading dust bag
9. 99.6% at 0.3 microns, 76 sq. in. filtration area
10. 2.5" diameter rubberized wheels
11. 40' 18/3SJT, double insulated cable
12. 120V, 60 cycle electrical
13. 12" working width
14. 18 lbs. with cable weight
15. 69 dBA at operator sound level
16. On board crevice and upholstery tools

VACUUM, WET/DRY, 20 GAL, FRONT MOUNT WET SQUEEGEE, HEPA FILTRATION AND WET/DRY TOOL KIT PROTEAM PROGUARD 20

→To Be Supplied With: FRONT MOUNT SQUEEGEE, HEPA FILTER, AND ON-BOARD WET/DRY TOOL KIT

KEY FEATURES:

1. 20 gallon tank capacity
2. Hinged motor head
3. Dual filter
4. Tip and pour feature for tank emptying
5. Foot pedal squeegee release (preferred)
6. Front mounted squeegee—25-30"

SPECIFICATIONS:

1. Static lift: 95"
2. Watts: 1,380 W
3. Amps: 9.5 amps
4. Airflow: 105 CFM
5. Decibel: 69 dBA
6. Capacity: 20 gallons
7. Weight: 70 lbs.
8. ProGuard Wet Filter: Polypropylene Screen
9. Fine Dust Cartridge Filter: 1276 sq. in.
10. Intercept Micro Filter (optional): 1418 sq. in.
11. Power Cord: 50', 14 AWG pigtail power cord
12. Three year warranty

ACCESSORIES TO BE INCLUDED:

1. 10' hose
2. 2-piece wand
3. Bristle floor tool
4. Squeegee tool
5. Crevice tool
6. Dust brush
7. Fine dust filter
8. ProGuard wet filter

**BID 17M6, FLOOR AND CARPET EQUIPMENT
FORM OF PROPOSAL**

ITEM	DESCRIPTION	APPROVED MAKES/MODELS	NON-APPROVED MAKES/MODELS	MAKE/MODEL BID INCLUDE PART #S FOR ALL ACCESSORIES THAT ARE REQUIRED TO BE SUPPLIED	UNIT \$ QTY. 1	UNIT \$ QTY. 2-5	WARRANTY	CAN THIS BE DEMO'ed ON 11/29 OR 11/30? YES OR NO
1	BURNISHER, HI SPEED, PROPANE, 20-21", KAWASAKI MOTOR, WITHOUT DUST CONTROL	IPC EAGLE #PB21; POWR-FLITE # 2117B; CLARKE 21			\$	\$		
1A.	UP-CHARGE PRICE TO ADD DUST CONTROL SHROUD				\$	\$		
2	BURNISHER, HI SPEED, ELECTRIC, 2000 RPM	POWR-FLITE OR TORNADO # M2000-3; TENNANT 2370; NOBLES SPEEDSHINE 2000; ADVANCE 20XP; VIPER DRAGON HIGH SPEED DR2000DC; NSS CHARGER 2500; MINUTEMAN M240000-00; CLARKE 20" ULTRA SPEED #01550A	MODELS LESS THAN 2000 RPM		\$	\$		
3	CARPET EXTRACTOR, SELF- CONTAINED, 8 GAL, MUST INCLUDE THE DETAIL 3 JET WAND, TOOL KIT, HOSES AND QUICK CONNECTOR	VIPER SLIDER SL1610SE W/WAND VV67703A VV67704A; NSS STALLION 8SC W/ 4892869; ADVANCE AQUACLEAN 16XP; *ALL MODELS MUST INCLUDE THE TOOL KIT AND WAND, HOSES AND QUICK CONNECTOR	TENNANT MONGOOSE EX10; NOBLES POWER EAGLE 716; VIKING TC88 PARAGON		\$	\$		
4	DOLLY, 300 LB. CAPACITY, TO FIT 20- 55 GALLON ROUND CONTAINERS	RUBBERMAID 2640 BRUTE; CONTINENTAL 3255 DOLLY;			\$	\$		
5	FAN/DRYER, FLOOR, 3 SPEED, 1/2 HP MOTOR, THERMAL SHUT OFF AND KICKSTAND, WITHOUT WHEELS OR TELESCOPING HANDLE	POWERFLITE PD500 TORNADO WINDSHEAR 3000 #98772; MINUTEMAN C42000-01; VIPER WHIPTAIL WT3SPD; NOBLES/TENNANT; VIKING TC2100; CFR FAN BLOWER #CP500; DIRECTAIR 04130D; DAYTON 4XLE2	TENNANT MONGOOSE 9001029		\$	\$		
6	FLOOR FINISH APPLICATOR, 28"-30" ONLY, WITH BATTERY PACK AND CHARGER	ULTRA TRAK BY FAST TRAK FT5000-28	3M EASY SHINE APPLICATOR SYSTEM		\$	\$		
7	FLOOR SCRUBBER, LO-SPEED, 20" 1.5 HP, TRIPLE PLANETARY GEAR MODEL ONLY. MUST INCLUDE THE DRIVER PAD AND POLY BRUSH	VIPER 2015 WITH DRIVER AND BRUSH; *GENERAL FLOORCRAFT KC20D; TENNANT MONGOOSE FM20; NSS GALAXY 20; VIKING HP1520HD; TORNADO 97564; CLARKE CFP2000. *ALL MODELS MUST BE BID WITH THE PAD DRIVER AND POLY BRUSH	NUSOURCE NU20 SERIES		\$	\$		

**BID 17M6, FLOOR AND CARPET EQUIPMENT
FORM OF PROPOSAL**

ITEM	DESCRIPTION	APPROVED MAKES/MODELS	NON-APPROVED MAKES/MODELS	MAKE/MODEL BID INCLUDE PART #S FOR ALL ACCESSORIES THAT ARE REQUIRED TO BE SUPPLIED	UNIT \$ QTY. 1	UNIT \$ QTY. 2-5	WARRANTY	CAN THIS BE DEMO'ed ON 11/29 OR 11/30? YES OR NO
8	FLOOR SCRUBBER, 20", TRACTION DRIVE (SELF PROPELLED) WALK-BEHIND, WITH AGM BATTERIES, ON BOARD CHARGER, CURVED SQUEEGEE, PAD HOLDER	INTERNATIONAL CLEANING COMPANY, ICE #120NBT WITH * COMPONENTS NOTED IN DESCRIPTION.			\$	\$		
10	FLOOR SCRUBBER, 26", DISK, RIDE-ON, WITH AGM BATTERIES, ON BOARD CHARGER, CURVED SQUEEGEE AND TWO 13" DRIVER PADS	TENNANT T7 9000862 *ALL MODELS MUST BE BID WITH AGM BATTERIES, ON BOARD CHARGER, CURVED SQUEEGEE AND TWO (2) PAD DRIVERS	BETCO STEALTH DRS26BT		\$	\$		
11	TRUCK, PLATFORM, 24 X 48, U SHAPED HANDLE	RUBBERMAID 443610			\$	\$		
12	TRUCK, TILT, 1/2 CUBIC YARD	RUBBERMAID 1305; VIKING #521003			\$	\$		
13	VACUUM, BACKPACK, 10 QT, HEPA, WITH HEAVY DUTY HARNESS, GENERIC SIZE HEPA FILTER HEPA FILTER AND MULTI-SURFACE TELESOPING WAND TOOL KIT	PROTEAM SUPER COACHVAC HEPA 10, MODEL #107119 WITH ATTACHMENT KIT #107100	MOSQUITO; POWR-FLITE BP10S; MINUTEMAN C84790; PROTEAM COACHVAC #107310; TORNADO PV10 PROVAC; ADVANCE ADGILITY 10XP; NILFISK GD10		\$	\$		
14	VACUUM, UPRIGHT, 12" WORKING WIDTH	WINDSOR SENSOR XP12 # 10120240	ADVANCE VU500; DAYTON 2YMT7; SANITAIRE SC679J		\$	\$		
15	VACUUM, WET/DRY, 20 GAL, WITH FRONT MOUNT SQUEEGEE, HEPA FILTER AND WET/DRY TOOL KIT	PROTEAM PROGUARD 20 #107360 WITH TOOL KIT #107187, HEPA FILTER #107176 AND FRONT MOUNT SQUEEGEE			\$	\$		

BID 17M6, FLOOR AND CARPET EQUIPMENT

SIGNATURE ACKNOWLEDGING COST PROPOSAL

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

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

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

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

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____

FREDERICK COUNTY PUBLIC SCHOOLS

BID 17M6, FLOOR AND CARPET EQUIPMENT

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
BID 17M6, FLOOR AND CARPET EQUIPMENT

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 sub-contractors, 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 _____