Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5212 phone
301-644-5213 fax

Frederick County Public Schools
Reach. Challenge. Prepare.

Stephen P. Starmer C.P.M., CSBA, Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing Manager
Bill Meekins CPPB, CSBO, CPCP, Purchasing Agent
Billie Laughland, Purchasing Agent
Shane Ryberg, Purchasing Agent

BID NUMBER/BID NAME:	RFP 19-I-1, Music Equipment and Supplies
BID ISSUE DATE:	October 29, 2018
BID CONTRACT MANAGER:	Billie Laughland, Purchasing Agent, billie.laughland@fcps.org
BID CONTRACT ADMINISTRATORS:	Sue Thomas, Curriculum Specialist, Elementary Visual & Performing Arts, susan.thomsas@fcps.org Kimberly Hirschmann, Acting Curriculum Specialist, Secondary Visual & Performing Arts, kimberly.hirschmann@fcps.org
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on November 9, 2018. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	A Pre-Bid Meeting will not be held.
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
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on November 20, 2018. 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. Do not return the following pages: cover page, table of contents, map, calendar, directory or terms and conditions.
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: December 12, 2018.
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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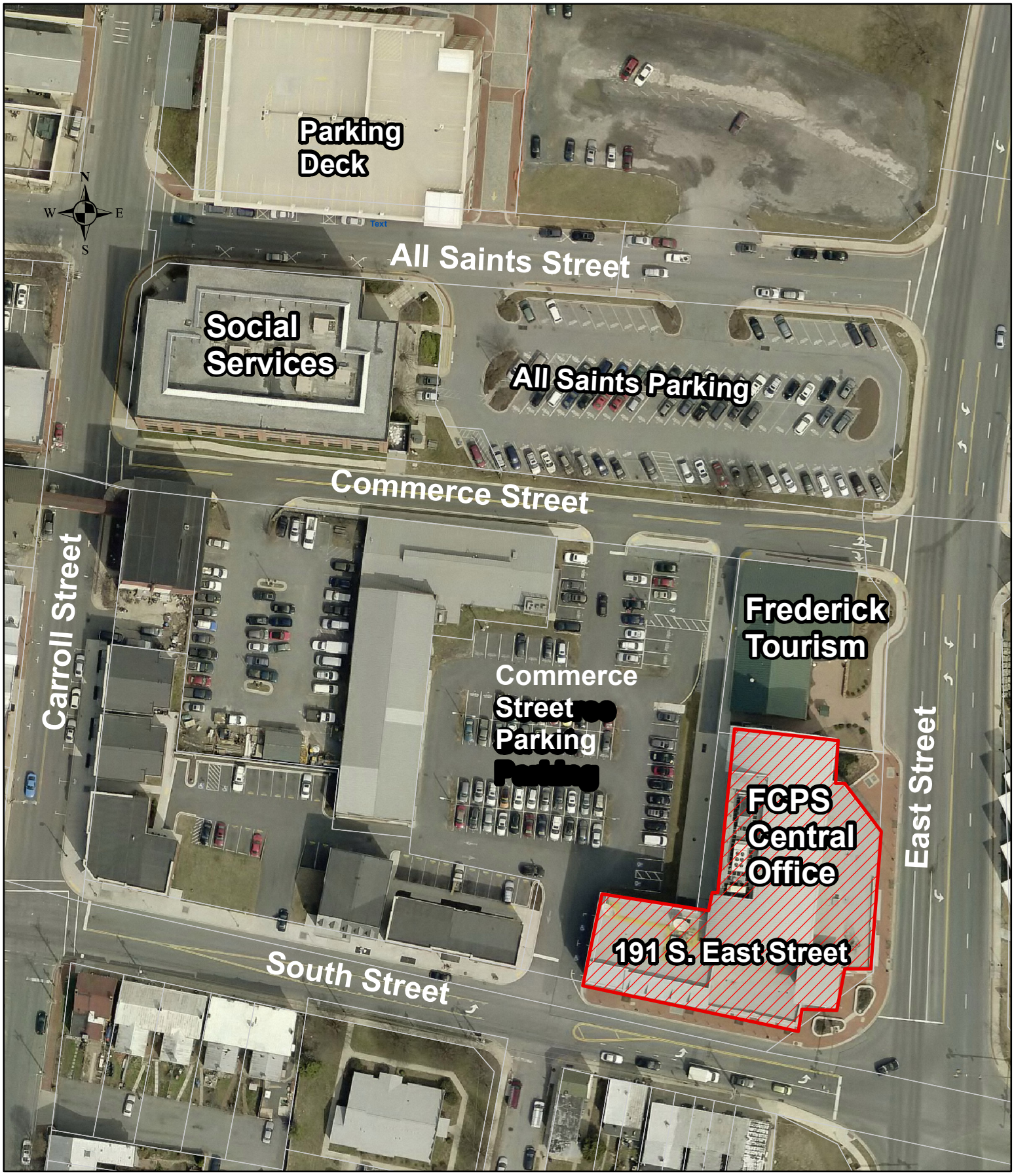
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Frederick County Public Schools
191 S. East Street

Frederick County Public Schools, MD, School Year 2018-19 Calendar

August 2018
24, 27-31 Fri, Mon-Fri Teachers Report to Work: Training and Preparation

September 2018
03 Mon FCPS Closed: Labor Day
04 Tue First Day of School for Students
10 Mon Schools Closed. Rosh Hashanah.
19 Wed Schools Closed. Yom Kippur. Fair Day.

October 2018
05 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

November 2018
02 Fri End of Term 1
05 Mon Schools Closed for Students: Teacher Work Day
06* Tue Schools Closed for Students: Election Day
07 Wed Term 2 Begins
Wed Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day
08 Thu Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day
09 Fri Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High Schools Are Full Day
21 Wed 2-Hour Early Dismissal for Students: Teacher Work Session
22*-23* Thu-Fri Schools Closed: Thanksgiving Break

December 2018
14 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
24*-31* Mon-Mon Schools Closed: Winter Break

January 2019
01* Tue Schools Closed: New Year's Day
21* Mon Schools Closed: Dr. Martin Luther King Jr. Day
25 Fri End of Term 2
28 Mon Schools Closed for Students: Teacher Work Day
29 Tue Second Semester and Term 3 Begin

February 2019
18* Mon Schools Closed: Presidents' Day

March 2019
01 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

April 2019
04 Thu End of Term 3
05 Fri Schools Closed for Students: Teacher Work Day
08 Mon Term 4 Begins
18**, 19*, 22* Thu-Mon Schools Closed: Spring Break

May 2019
10 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
27* Mon Schools Closed: Memorial Day

June 2019
11** Tue 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session
12** Wed Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**The school year will be extended if there are days closed for inclement weather or other emergencies. Subject to BOE revision, FCPS will make up days in the following sequence: April 18, June 12, 13 and 14. The June 2-hour early dismissal will occur on the last day of school for students.

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 McConnaughey, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901

3. **Butterfly Ridge *◆** **240-566-0300**
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301

4. **Carroll Manor *◆** **240-236-3800**
Ms. Kimberly Huffer, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801

5. **Centerville** **240-566-0100**
Ms. Tracy Hilliard, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101

6. **Deer Crossing** **240-236-5900**
Ms. Heather Michael, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901

7. **Emmitsburg *** **240-236-1750**
Ms. Mary Ann Wiles, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751

8. **Glade *◆** **240-236-2100**
Mr. Lorcán ÓhEithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101

9. **Green Valley** **240-236-3400**
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401

10. **Hillcrest *◆★** **240-236-3200**
Mr. Karl Williams, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201

11. **Kemptown** **240-236-3500**
Ms. Liz Worch, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501

12. **Lewistown ◆** **240-236-3750**
Ms. Dana Austin, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751

13. **Liberty** **240-236-1800**
Mr. Todd Shaffer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801

14. **Lincoln *◆★** **240-236-2650**
Ms. Kathryn Golightly, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651

15. **Middletown** **240-236-1100**
Grades 3-5
Mr. Randy Perrell, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150

16. **Middletown Primary *◆** **240-566-0200**
Grades Pre-K–2
Ms. Karen Hopson, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201

17. **Monocacy *★** **240-236-1400**
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401

18. **Myersville** **240-236-1900**
Ms. Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901

19. **New Market *** **240-236-1300**
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301

20. **New Midway-Woodsboro**
Ms. Kimberly Clifford, 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

21. **North Frederick *◆★** **240-236-2000**
Ms. Kimberly Seiss, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001

22. **Oakdale** **240-236-3300**
Ms. Leigh Warren, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301

23. **Orchard Grove *◆** **240-236-2400**
Ms. Shirley Olsen, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401

24. **Parkway** **240-236-2600**
Ms. Stephanie Brown, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601

25. **Sabillasville** **240-236-6000**
Ms. Kate Krietz, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001

26. **Spring Ridge *◆** **240-236-1600**
Ms. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601

27. **Thurmont** **240-236-0900**
Grades 3-5
Ms. Debra O'Donnell, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901

28. **Thurmont Primary *◆** **240-236-2800**
Grades Pre-K–2
Ms. Karen Locke, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801

29. **Tuscarora** **240-566-0000**
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001

30. **Twin Ridge ◆** **240-236-2300**
Ms. Susan Gullo, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301

31. **Urbana at Sugarloaf ◆** **240-566-0500**
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501

32. **Valley *** **240-236-3000**
Ms. Tracy Poquette, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001

33. **Walkersville *** **240-236-1000**
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050

34. **Waverley *◆★** **240-236-3900**
Ms. Jan Hollenbeck, Co-Principal
Mr. Allie Watkins, Co-Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901

35. **Whittier *◆** **240-236-3100**
Ms. Amy Schwiegerath, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101

36. **Wolfsville** **240-236-2250**
Ms. Megan Stein, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251

37. **Yellow Springs** **240-236-1700**
Ms. Jana Strohmeyer, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

Middle

38. **Ballenger Creek** **240-236-5700**
Ms. Jeneen Stewart, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701

39. **Brunswick** **240-236-5400**
Mr. Jay Schill, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401

High

51. **Brunswick** **240-236-8600**
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601

52. **Catoctin** **240-236-8100**
Mr. Bernard Quesada, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101

53. **Frederick** **240-236-7000**
Mr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015

54. **Governor Thomas Johnson** **240-236-8200**
Dr. Dan Lippy, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201

55. **Linganore** **240-566-9700**
Ms. Nancy Doll, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701

56. **Middletown** **240-236-7400**
Ms. Lee Jeffrey, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450

57. **Oakdale** **240-566-9400**
Ms. Donna Clabaugh, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401

58. **Tuscarora** **240-236-6400**
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401

59. **Urbana** **240-236-7600**
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601

60. **Walkersville** **240-236-7200**
Ms. Tracey K. Kibler, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250



KEY

* Pre-kindergarten program available
◆ Special education pre-kindergarten available
★ STAR (Title I) Schools

Middle (continued)

40. **Crestwood** **240-566-9000**
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001

41. **Governor Thomas Johnson** **240-236-4900**
Ms. Maggie Gilgallon, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901

42. **Middletown** **240-236-4200**
Mr. Everett Warren, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250

43. **Monocacy** **240-236-4700**
Dr. Stephanie Ware, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701

44. **New Market** **240-236-4600**
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650

45. **Oakdale** **240-236-5500**
Ms. Mita Badshah, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501

46. **Thurmont** **240-236-5100**
Mr. Daniel Enck, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101

47. **Urbana** **240-566-9200**
Ms. Stacey Hiltner, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201

48. **Walkersville** **240-236-4400**
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401

49. **West Frederick** **240-236-4000**
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050

50. **Windsor Knolls** **240-236-5000**
Mr. Brian Vasquenza, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

OTHER

61. **Career and Technology Center** **240-236-8500**
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501

62. **Carroll Creek Montessori Public Charter School *** **301-663-7970**
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 301-663-6107

63. **Frederick Classical Charter School** **240-236-1200**
Dr. Camille Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201

64. **Frederick County Virtual School (includes Flexible Evening High School)** **240-236-8450**
Dr. Stacey Adamiak, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451

65. **Heather Ridge** **240-236-8000**
Ms. Denise Flora, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001

66. **Monocacy Valley Montessori Public Charter School *** **240-236-6100**
Ms. Nancy Radkiewicz, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101

67. **Rock Creek School** **240-236-8700**
Ms. Mary Malone, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

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: www.Egov.maryland.gov/BusinessExpress .

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

a. 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.

b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

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 three 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 contact, 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 tor 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 contact 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 general music education supplies and equipment used by elementary and secondary musical education programs throughout the school system.

Bidders who sell a broad base of products should bid using the Form of Proposal (FOP) 1A - Sample Market Basket and 1B - Vendor Questionnaire. It is our intention to make an award based on 1A and 1B to one primary vendor; however, FCPS retains the right to award by individual group or to more than one vendor.

Bidders who specialize in one or only a few product categories (for example, brass or woodwind instruments, sound equipment, sheet music, or the like) should bid using the Form of Proposal 2, Discount from List. Award for the Form of Proposal 2 will be made to multiple vendors as supplemental sources to the primary vendor(s) identified in part one.

2. CONTRACT PERIOD

The initial contract term shall be effective from March 1, 2019 through February 28, 2021, with one two-year renewal term effective March 1, 2021 through February 28, 2023, at the discretion of the Board of Education or designee. A vendor submitting a bid automatically accepts the possible renewal as a condition of award and acknowledges that all terms and conditions remain unchanged.

3. PRICING

a. Discounts and free shipping terms (for UPS and USPS delivery) shall be firm for the entire (possible) four-year term.

b. FCPS expects all vendors to provide year over year cost reductions recommendations.

c. Price decreases or discount increases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

d. 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. FCPS makes no guarantee for the purchase of any specific yearly quantity or dollar amount.

b. Vendors may not impose a minimum order amount greater than $25.

c. Orders will be placed by individual schools as needs dictate throughout the fiscal year, and will be processed either as purchase orders or paid by a school's procurement credit card.

d. Orders for products that are no longer available or mistakes in school-calculated pricing shall be brought, by the vendor, directly to the attention of the school or person ordering, and may not be automatically substituted or shipped without their approval.

e. FCPS reserves the right to request special quotes from awarded vendors to secure more favorable pricing for purchases exceeding approximately $500.

f. UPS and USPS orders are to be delivered at no cost to the school and freight-on-board (F.O.B.) Destination to the address indicated. All delivery and handling charges should be taken into account when calculating individual prices (FOP 1) and offering group discounts.

g. Deliveries by freight truck are to be shipped freight-on-board (F.O.B.) Destination to the school but with shipping costs prepaid in full–dock delivery, and added to the order. Truck deliveries should be made between 8:30 A.M. and 3:30 P.M., Monday through Friday, except holidays, special closings and Fridays during June, July and August. A school calendar is enclosed.

h. All cartons and packages should include the purchase order number on the outside and must include the purchase order number and a list of contents on an enclosed packing slip.

i. If available, vendors may mail catalogs directly to schools. School addresses are included in this bid package and are available at the FCPS website: www.fcps.org.

j. Invoices are to be mailed or emailed to:
Accounts Payable Office
accounts.payable@fcps.org
Frederick County Public Schools
191 South East Street
Frederick, MD 21701

5. PREPARATION OF PROPOSAL

a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid packages until after the date that questions are due to allow time for the possible issuance of an addendum. All changes to specifications will be processed through appropriate addenda.

b. Bidders who sell a broad base of products should bid using the Form of Proposal (FOP) 1A - Sample Market Basket and 1B - Vendor Questionnaire. It is our intention to make an award based on 1A and 1B to one primary vendor; however, FCPS retains the right to award by individual group or to more than one vendor.

c. Bidders who specialize in one or only a few product categories (for example, brass or woodwind instruments, sound equipment, sheet music, or the like) should bid using the Form of Proposal 2, Discount from List. Award for the Form of Proposal 2 will be made to multiple vendors as supplemental sources to the primary vendor(s) identified in part one.

d. Proposal:

i. Submit one original and three copies of the Proposal and a flash drive in a sealed envelope, properly labeled on the outside with the bidder's name and address, bid number and bid name.

ii. The proposal will include the following forms completed:
- Signature Page
- Statutory Affidavit and Non-Collusion Certification
- Certification of Compliance
- Form of Proposal 1A and 1B – Market Basket (and/or) Form of Proposal 2 – Discount from List
- Catalog (if available)

iii. Form of Proposal 1A - Sample Market Basket:

1) Identify the brand/product number offered, the list price, percentage discount, and the net price after discount for all the items upon which your company is able to bid. The products listed are

the preferred brand/part # to be provided for bidding purposes. If you are unable to find a suitable substitute for an item, write "NO BID" next to the item.

2) For comparison purposes, all bidders shall provide net unit prices based on a quantity of one and including shipping charges F.O.B.—Destination to zip codes 217xx.

Form of Proposal 1B - Vendor Questionnaire**,** is to be completed in its entirety. Bidders whose proposals contain escalator clauses, irregular features or exceptions may not be considered for award. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.

iv. Form of Proposal 2 - Discount From List:

1) Discount terms shall remain the same throughout the entire contract term including renewal.

2) Larger discounts than stated may be requested on purchases greater than $500.

3) Shipping and handling shall be free on all parcel post/small UPS shipments. Separate freight may be charged only on freight truck delivered items.

6. EVALUATION CRITERIA AND AWARD

a. A committee of FCPS staff, including the purchasing agent and curriculum specialists for elementary and secondary music will independently review and evaluate the Vendor Questionnaire of those vendors interested in being considered a primary vendor.

i. The process for determining which vendor(s) to approve may take the form of either a questionnaire, interview, and/or site visit, and includes appraisals of various aspects of the supplier's business including capacity, financials, quality assurance, organizational structure and processes and performance.

ii. Primary award of this contract is intended to be made to one vendor; however, FCPS retains the right to award by individual group of products or to more than one vendor.

iii. 60 points will be assigned for the Form of Proposal 1B Questionnaire as follows:

- Business Structure - 10
- Customer Service, Delivery and Online Services - 25
- Licensing and Insurance - 3
- References - 12
- Value Added Services - 10

b. Based on the information obtained via the evaluation, a supplier is scored and is either approved or not approved as one from whom to procure materials or services.

c. If not approved, the supplier will not be considered further in price evaluations.

d. If approved, Form of Proposal 1A Sample Market Basket will be evaluated on a weighted basis. Forty (40) total points will be awarded with the maximum points given for:

- Greatest availability of product categories
- Lowest Market Basket Net Cost by group of products or in total.
- Highest Average Discount

e. Award for the Form of Proposal 2 will be made to multiple vendors as supplemental resources to the primary vendor(s) awarded under Proposal 1.

7. 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.

8. AUTHORIZED DEALERS

Only manufacturers or their authorized dealers may offer equipment or supplies requested herein. 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 during warranty.

9. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED

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

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

RFP 19-I-1, MUSIC EQUIPMENT AND SUPPLIES
FORM OF PROPOSAL 1A: SAMPLE MARKET BASKET

ITEM	MARKET BASKET: Vendor _____	BRAND & PART # OFFERED	LIST PRICE	% DISCOUNT	NET PRICE AFTER DISCOUNT
	SHEET MUSIC & INSTRUCTIONAL MATERIALS				
1	MUSIC CHANGES THE WORLD BY KIM PAPOULIS, SATB, HL 00232822				
2	DON'T STOP BELIEVIN SATB-HL2501423				
3	EMPIRE STRIKES BACK/CONCERT BAND/JOHN WILLIAMS/BULLOCK/ALFRED CB9705				
4	SOMEBODY TO LOVE SAB - HL8202532				
5	SOULFINGER/MARCHING BAND/JAY DAWSON/ARRANGER PUBLISHING COMPANY				
6	CURNOW MUSIC, SOLOS FOR BEGINNING THROUGH EARLY INTERMEDIATE LEVEL MUSICIANS, BOOK/CD PACK, HAL LEONARD 44004356, FLUTE				
7	PEPPER #10076161, THRILLER ARR. PAUL MURTHA, HAL LEONARD				
8	THE BIG BOOK OF BROADWAY 4TH EDITION HAL LEONARD				
9	KALMUS: BEETHOVEN, VARIATIONS FOR VIOLIN; VARIATIONS FOR CELLO, OP 96, ALFRED 00-K01017				
10	I HEAR AMERICA SINGING, SATB ANDRE J. THOMAS (HERITAGE)				
11	SCORE, "RAGTIME FAVORITES FOR STRINGS" BY SCOTT JOPLIN/ARR WILLIAM ZINN, ALFRED 00-11633X				
12	"CANON IN D" BY PACHELBEL/ TRANSCRI. ROBERT SCHULTZ, ADVANCED PIANO SOLO, ISBN 978-0-7390-6380-4, ALFRED MUSIC				
13	CONCERT BAND PERFORMANCE MUSIC, "THE JAMES BOND THEME" (FROM 'DIE ANOTHER DAY'), ARR. LOPEZ (2) (PYB), 00-CBM03006				
14	JERRY SNYDER'S GUITAR SCHOOL, METHOD BOOK 2 #978-0739002599				
15	MEL BAY'S COMPLETE BOOK OF GUITAR CHORDS, SCALES AND ARPEGGIOS #978-1562225261				
16	SONATA IN A MINOR, MARIMBA DUET, TAPSPACE PERCUSSION				
17	ALFRED'S BASIC ADULT PIANO COURSE: LESSON BOOK, LEVEL ONE PAPERBACK BY WILLIARD A. PALMER (AUTHOR), MORTON MANUS (AUTHOR), AMANDA VICK LETHCO				
18	GETTING TO KNOW - THE SOUND OF MUSIC PROD PACK #0875401				
19	SUZUKI VIOLA SCHOOL VOLUME 1				
20	LEVEL 1 - EXCELLENCE IN THEORY WORKBOOKS: RYAN NOWLIN & BRUCE PEARSON, PUBLISHER: NEIL A. KJOS, ISBN: 0849705223				
	ACCESSORIES AND SMALL INSTRUMENTS:				
21	BAR CHIMES W/MOUNT AND STAND, LATIN PERCUSSION W/LP236 AND LP332				
22	FENDER SQUIRE ELECTRIC BASS - BLACK #0310760506				
23	CHROMATIC TUNER, AUTO AND MANUAL, KORG CA30				
24	D'ADDARIO EJ65C SOPRANO UKULELE STRINGS, PACK				

ITEM	MARKET BASKET: Vendor _____	BRAND & PART # OFFERED	LIST PRICE	% DISCOUNT	NET PRICE AFTER DISCOUNT
25	DOUBLE SNARE STICK BAG VIC FIRTH				
26	SNARE DRUMS (WITH ACCESSORIES & ROLLING CASE) Pearl SK910C				
27	REPAIR KIT, STANDARD, FOR INSTRUMENTS, VALENTINO DELUXE INSTRUMENT REPAIR KIT				
28	EMBASSY ECONOMY OBLONG VIOLIN CASE WITH ZIPPERED NYLON COVER, MUSIC POCKET, PLUS LINED INTERIOR, FOUR BOW HOLDERS, BLANKET AND THREE ACCESSORY COMPARTMENTS, VIOLIN 518F, 4/4				
29	YAMAHA F325D ACOUSTIC GUITAR NATURAL FINISH-RIGHT HANDED				
30	MUSIC STAND, TEXTURED BLACK FINISH (6 PER PACK), MANHASSET M48				
31	EGG SHAKERS, BASIC BEAT BB201				
32	5 NOTE CHROMATIC SET, BOOMWHACKERSBWCG				
33	10" KEY-TUNED TUBANOS, REMO 100 SERIES TU-1110-PM, KINTEKLOTH FINISH				
34	CLASSIC SOPRANO UKULELE, MAKALA MK-S SINGLE				
35	STAMPED FINGER CYMBALS (2 PAIRS), BEST BEAT BB532				
36	GLOBAL BEAT MGB GB METALLOPHONE;BASS;DIATONIC				
37	BLUE TRANSLUCENT 3-PIECE SOPRANO RECORDER W/BAROQUE FINGERING, YAMAHA YRS-20BB				
38	STUDIO 49 T 15 6" CHROME TRIANGLES W/ STRIKER & HOLDER				
39	BROADWAY BEAT CLASSROOM KIT				
40	SABIAN 50102, FINGER CYMBALS, HEAVY WITH BAG				
	ELECTRONICS AND SOUND EQUIPMENT				
41	CLASSIC SERIES MICROPHONE CABLE, 25'. XLR-XLR, PLANET WAVES PW-CMIC25				
42	CABLE, 100' AUDIO SNAKE FOR STAGE AND TRAVEL USE, PROCO 24X4				
43	CIRCUMAURAL HEADPHONES, CLOSED BACK, FOLDING, 32dB, SENNHEISER HD280				
44	PREAMPLIFIER, BEHRINGER U-PHORIA UMC204HD USB 2.0 AUDIO INTERFACE				
45	PORTABLE SPEAKER WITH MICROPHONE, BERHINGER EUROPORT MPA100BT 100W				
46	CONDENSER MIC, LARGE DIAPHRAGM, AUDIO TECHNICA AT2035				
47	POWERED STUDIO MONITOR, YAMAHA HS8 8"				
48	12" PASSIVE STAGE MONITOR, JBL JRX212 1000W				
49	TRIPOD MICROPHONE STAND, BLACK ON-STAGE MS7701B				
50	HANDHELD DYNAMIC VOCAL MICROPHONE SHURE SM58				

RFP 19I1, MUSIC EQUIPMENT AND SUPPLIES

FORM OF PROPOSAL 1B: VENDOR QUESTIONNAIRE

I. BUSINESS STRUCTURE:

1. Indicate the number of years your company has been in the music supply business.
2. What location will be serving FCPS?
3. How long have you been at your current location?
4. Is your company a franchise?
5. Does your company have other locations? If so, how many and where?
6. What is the estimated value of your in-store inventory?
7. Do you have a storefront within 40 miles Frederick for pick-up of performance materials?
8. Do you offer personal delivery of emergency orders for performances and recitals?
9. What is your company's web address: _____.
10. In addition to the FCPS bid number, is there an account number or additional reference number that should be denoted when making purchases against this contract?

II. CUSTOMER SERVICE, DELIVERY AND ONLINE SERVICES:

1. How do you prefer our teachers to obtain price quotes?
    - By phone, email, online?
2. Do you offer a hard copy catalog?
    - If so, how many times a year is a new catalog issued?
    - Would you agree to mail one catalog to each school at your expense?
3. Do you offer online pricing?
    - If so, how would you customize the contract pricing to reflect the different discounts that you are offering us for multiple product categories?
    - If so, would it require customized log-on credentials for each school, or would one FCPS log on be sufficient to access our contract pricing?
    - If customize log-in is used, would you agree to maintain teacher confidentiality?
4. If discounted online pricing is not offered, how will you assure FCPS that list prices WILL NOT change more than once per calendar year?
5. Do you accept FCPS credit card purchases in lieu of purchase orders?

6. Do you agree to a minimum dollar order amount of no more than $25 for either P-card or PO purchases?

7. Acknowledge that there will be free shipping on all parcel post/small UPS orders.

8. Acknowledge that deliveries will be made within 30 days of your receipt of order unless the requisitioner is notified of a back-order status or pays for expedited delivery.

9. Acknowledge that all products (except sheet music) that you sell will be guaranteed for a minimum of one year for credit or replacement.

10. Acknowledge that there will be no restocking charge for exchanges or returns.

11. What is the company's procedure for exchanges or returns?

12. Are you able to provide an annual analysis report of FCPS purchases including school locations, dollar amount, line item descriptions and total quantity ordered?

13. Account Representative's contact information:

    Name: _____

    Title: _____

    Phone #: _____ E-mail: _____

14. Customer Service Representative's contact information:

    Name: _____

    Title: _____

    Phone #: _____ E-mail: _____

III. LICENSING, INSURANCE & CONTRACT:

1. Submit proof of registration to do business in Maryland.

2. Submit evidence of you company's insurance coverage.

3. Has your company ever had a contract terminated?

IV. REFERENCES:

References are preferred for non-profit organizations or school systems, and within the State of Maryland. FCPS will contact them.

#1 Customer Name: _____ City/State: _____

Name of Contact: _____Title:_____

Email Address: _____ Phone: _____

#2 Customer Name: _____ City/State: _____

Name of Contact: _____Title:_____

Email Address: _____ Phone: _____

#3 Customer Name: _____ City/State: _____

Name of Contact: _____Title:_____

Email Address: _____ Phone: _____

V. VALUE ADDED SERVICES:

What "value-added services" can your company provide that would serve our students needs and compliment the products we purchase? For example:

- student instrument rental
- music lessons (employee provided or third party)
- teacher professional development workshops or videos
- program sponsorship or underwriting
- donation of school materials

RFP 19-I-1, MUSIC EQUIPMENT AND SUPPLIES
FORM OF PROPOSAL 2: DISCOUNT FROM LIST

ITEM	VENDOR RESPONSES
Company Name, City And State:	
Is there an additional reference #? If so, what is it?	
Contact Person For Quotes:	
Name--	
Email Address--	
Phone Number--	
Contact Person For Customer Service:	
Name--	
Email Address--	
Phone Number--	
State or Attach Warranty Length and Terms.	
State or Attach Exchange and Return Policy.	
Acknowledge Free Shipping For Parcel And UPS delivery types.	YES or NO
Acknowledge that Freight Charges (Dock-Delivery) will Be Added Only On Large Equipment Items.	YES or NO
What is the website address for viewing online catalog?	
Acknowledge Minimum Order Of No Greater Than $25	YES or NO
Acknowledge Acceptance Of Credit Card Orders	YES or NO
Acknowledge that the discounts offered below shall remain firm throughout the initial contract term and renewal terms (if invoked).	YES or NO

***A single discount per group is preferred; however, discounts by manufacturer or type of products will be considered.**

GROUP I: SHEET MUSIC & INSTRUCTIONAL MATERIALS FOR:	**Indicate with a yes or no if you sell the following products.**	**% DISCOUNT: _____***
All Concert		
All Jazz Ensemble		
Brass		
Choral		
Full Orchestra		
Guitar		
Marching Band		
Percussion		
Piano		
SATB		
Strings		
String Orchestra		
Woodwind		

***A single discount per group is preferred; however, discounts by manufacturer or type of products will be considered.**

GROUP II: ACCESSORIES AND MUSIC CLASSROOM INSTRUMENTS:	**Indicate with a yes or no if you sell the following products.**	**% DISCOUNT: _____***
Cables		
Headphones		
Instrument Repair Items		
Instrument Stands		
Ligatures		
Mallets		
Microphones and Mic Stands		
Music Stands		
Speakers		
Tuners		
GROUP III: ELECTRONIC EQUIPMENT & TECHNOLOGY:	**Indicate with a yes or no if you sell the following products.**	**% DISCOUNT: _____***
Music Audio Equipment		
Recording Equipment		
Sound Equipment		
GROUP IV: OTHER INSTRUMENTS	**Indicate with a yes or no if you sell the following products.**	**% DISCOUNT: _____***
Acoustic and Digital Pianos and Keyboards		
Brass Instruments		
Concert & Marching Percussion Instruments		
String Instruments		
Woodwind Instruments		
Small Rhythm Instruments for Elementary Music Education such as bells, xylophones, metallophones, glockenspiels		

RFP 19I1, MUSIC EQUIPMENT AND SUPPLIES
SIGNATURE ACKNOWLEDGING PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your 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	_____
Addendum #7	_____	Addendum #8	_____

RFP 19I1, MUSIC EQUIPMENT AND SUPPLIES

FREDERICK COUNTY PUBLIC SCHOOLS

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:

[X] 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 _____ (Name of Corporation) whose address is _____ 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: _____

RFP 19I1, MUSIC EQUIPMENT AND SUPPLIES

FREDERICK COUNTY PUBLIC SCHOOLS

CERTIFICATION OF COMPLIANCE

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_____