

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



Kerrie Koopman CPPB, CPPO,
Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing
Manager
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

RFP NUMBER/NAME: 20MISC5, Blue Heron Fiber Connectivity

ISSUE DATE: January 14, 2020

CONTRACT MANAGER: Bill Meekins CPPB, CPPO, CSBO, CPCP, Purchasing Agent,
billy.meekins@fcps.org

CONTRACT ADMINISTRATOR: Chris Bohner, Supervisor of IT Infrastructure, Technology Infrastructure,
christopher.Bohner@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on January 28, 2020
Submit questions in writing to the Contract Manager listed above with a copy to the
Contract Administrator.

PRE-PROPOSAL DATE: A pre-proposal meeting will not be held.

OBTAINING RFP 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: amy.beall@fcps.org

BONDS REQUIRED: YES

MBE REQUIREMENTS: NO

PROPOSAL DUE: 2:00 P.M., local time, on February 25, 2020
Faxed or emailed bids are not acceptable.

SEALED PROPOSAL 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. Recent security upgrades at
the FCPS Central Office Building will require visitors to request entry utilizing the
phone buzzer/button system. Please allow enough time to ensure access to the
building prior to the bid due time.)

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: March 11, 2020

ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding
on FCPS projects must register at eMaryland Marketplace Advantage
www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY
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Frederick County Public Schools, MD, School Year 2019-2020 Calendar

August 2019

23, 26-30 Fri, Mon-Fri Teacher Work Days

September 2019

02 Mon FCPS Closed: Labor Day

03 Tue First Day of School for Students

20 Fri Schools Closed: Fair Day

October 2019

08 Tue 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

09 Wed Schools Closed. Yom Kippur.

23 Wed Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

24 Thu Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day

25 Fri Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High Schools Are Full Day

November 2019

07 Thu End of Term 1

08 Fri Schools Closed for Students: Teacher Work Day

11 Mon Term 2 Begins

27, 28*, 29* Wed-Fri Schools Closed: Thanksgiving Break

December 2019

20 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

23, 24*-31* Mon-Tue Schools Closed: Winter Break

January 2020

01* Wed Schools Closed: New Year's Day

20* Mon Schools Closed: Dr. Martin Luther King Jr. Day

28 Tue End of Term 2

29 Wed Schools Closed for Students: Teacher Work Day

30 Thu Second Semester and Term 3 Begin

February 2020

14 Fri 2-Hour Early Dismissal for Students: Teacher Work Session

17* Mon Schools Closed: Presidents' Day

March 2020

04 Wed 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

April 2020

08 Wed 2-Hour Early Dismissal for Students: Teacher Work Session; End of Term 3

09 Thu Schools Closed for Students: Teacher Work Day

10*, 13* Fri-Mon Schools Closed: Spring Break

14 Tue Term 4 Begins

28* Tue Schools Closed: Primary Election Day

May 2020

25* Mon Schools Closed: Memorial Day

June 2020

22**Mon Last Day of School for Students /2-Hour Early Dismissal: Teacher Work Session. End of Term 4

23** Tue Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**This calendar includes 8 days for snow or other emergency closings. If there are no days needed for emergency closings, the last day for students will be June 10. Subject to BOE revision, FCPS will make up emergency-closing days in the following sequence: June 11, 12, 15, 16, 17, 18, 19 and 22. The June two-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 McConaughy, 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 Robertson, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
5. **Centerville** 240-566-0100
Ms. Karen Hopson, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
6. **Deer Crossing** 240-236-5900
Ms. Amy Routzahn, 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. Lorán ÓEithir, 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. Kathryn Golightly, 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
Ms. Jana Strohmer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
14. **Lincoln** ♦♦♦♦ 240-236-2650
Mr. Eric Rhodes, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
15. **Middletown** 240-236-1100
Grades 3-5
Ms. Jan Hollenbeck, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
16. **Middletown Primary** ♦♦ 240-566-0200
Grades Pre-K-2
Ms. Sandra Fox, 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
Mr. Jay Corrigan, 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
Dr. Michele Baisey, 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. Heather Hobbs Michael, 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
Dr. Allie Watkins, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901

35. **Whittier** ♦♦ 240-236-3100
Ms. Amy Schwiagerath, 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. Sue Gullo, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

MIDDLE

38. **Ballenger Creek** 240-236-5700
Mr. Jay Schill, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701

39. **Brunswick** 240-236-5400
Mr. Everett Warren, 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
Ms. Jennifer Clements, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101

53. **Frederick** 240-236-7000
Dr. 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

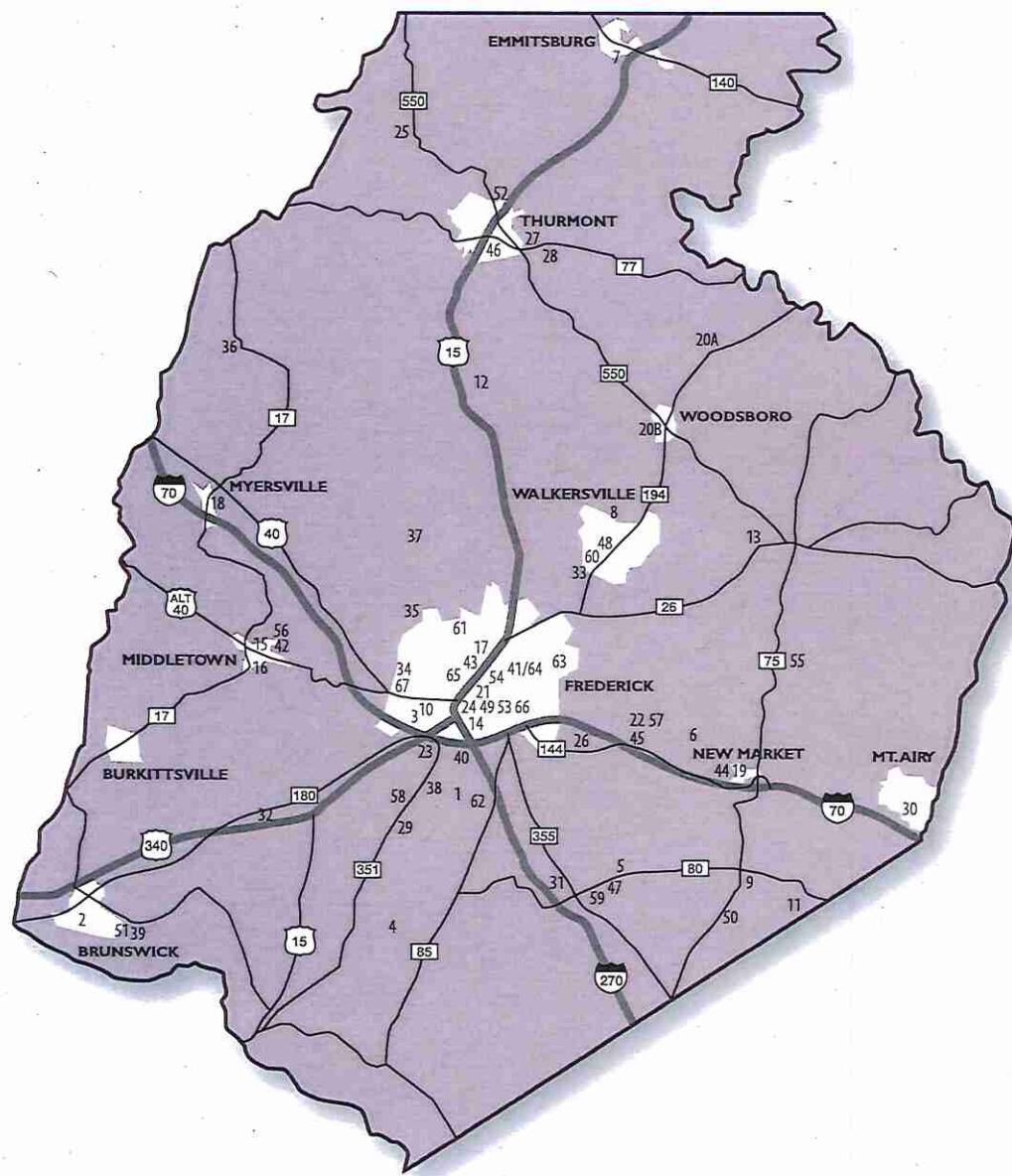
56. **Middletown** 240-236-7400
Mr. Bernard Quesada, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450

57. **Oakdale** 240-566-9400
Ms. Lisa Smith, 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

- ▷ Half-day pre-kindergarten program available
- Full-day pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

FINDOUTFIRST EMAIL AND TEXTING: WWW.FCPS.ORG/FOF

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. Paul Fer, 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 Vasquez, 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 *** 240-566-0600
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
63. **Frederick Classical Charter School** 240-236-1200
Dr. Camille S. Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
64. **Frederick County Virtual School** 240-236-8450
(includes Flexible Evening High School)
Dr. Stacey Adamick, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
65. **Heather Ridge** 240-236-8000
Ms. Elizabeth Stiffler, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
66. **Monocacy Valley Montessori Public Charter School *** 240-236-6100
TBD, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
67. **Rock Creek School** 240-236-8700
Ms. Katie Buckley, 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 on eMaryland Marketplace Advantage www.procurement.maryland.gov. 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 contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
 - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
 - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
 - c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

22. TERMINATION FOR CONVENIENCE

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

23. GOVERNING LAW AND VENUE

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

24. MULTI-AGENCY PARTICIPATION

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

requested.

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

25. PACKAGING AND DELIVERY REQUIREMENTS

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

the event of a dispute. FCPS will not accept responsibility for deliveries that have not been signed for by an FCPS employee.

26. BILLING AND PAYMENT

- a. Invoices shall be submitted to: accounts.payable@FCPS.org or in duplicate to:

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

- b. Invoices and packing slips must contain the following information:
- i. Bid Number
 - ii. Purchase Order Number
 - iii. Item Number (if applicable)
 - iv. Quantity (if applicable)
 - v. Brief Description of Item or Work Performed
 - vi. Unit Price Bid/Partial Payment Amount
 - vii. Extended Total for Each Item
 - viii. Grand Total
 - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

27. COMPLIANCE WITH SPECIFICATIONS

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

28. LIQUIDATED DAMAGES

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

extension to be granted. Extensions are not guaranteed.

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

29. SAFETY REQUIREMENTS

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

30. LAWS AND REGULATIONS

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

31. PATENTS

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

32. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

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

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

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

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

- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.
- f. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

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. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register with eMaryland Marketplace Advantage www.procurement.maryland.gov within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. 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 Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

**RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II**

1. SCOPE

FCPS is soliciting proposals for qualified vendors to provide fiber connectivity to the Blue Heron Elementary School site, with pricing to be submitted under the following options: leased lit fiber (fully managed), leased dark fiber or self-provisioned fiber. The fiber connection will be between Blue Heron Elementary School and one of the following locations: Linganore High School, Deer Crossing Elementary School or New Market Elementary School.

FCPS intends to seek E-Rate reimbursements for all E-Rate eligible products and services in this proposal.

2. DATE OF COMMENCEMENT AND COMPLETION

It is anticipated that work may begin on, or around, March 25, 2020. Final construction, with the system fully operational, must be completed no later than June 1, 2021. Failure to meet the completion date will result in the vendor being responsible for reimbursing FCPS all E-rate eligible costs, which currently stand at 50% of special construction costs.

3. PRICING

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

4. PAYMENTS

Payments will be made at the completion of milestones during the term of the contract. These milestones will be identified in the timeline submission by the vendor. FCPS will verify these milestones with the awarded vendor to set up a schedule for payment.

5. BIDS FOR ALL OR PART

A bidder may restrict their bid to be considered in the aggregate by so stating, but must submit a unit price on each item bid. Failure to provide unit prices may result in the bid being considered non-responsive.

6. AMERICAN STEEL ACT

The vendor will comply with the provisions of Sections 17-301 through 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The vendor's affidavit of compliance with these provisions may be required before payment can be made.

7. BID BOND

- a. Each bidder shall submit with their bid a certified check, cashier's check or bid bond acceptable to the FCPS, for at least five percent (5%) of the amount of TOTAL BID. Each bidder agrees that they will, if awarded the contract, at the time of entering into agreement, furnish to FCPS proper payment and performance bonds naming the Board of Education of Frederick County for the full amount of the contract guaranteeing the faithful performance of all conditions thereof, and the payment in full to all parties furnishing labor and materials or other services on its account.
- b. Certified checks, or cashier's checks, submitted as bid surety will be returned to the awarded vendor upon receipt of required documentation.

8. PERFORMANCE AND PAYMENT BONDS

- a. If applicable, the awarded vendor(s) may be required to submit either one or both of the following two bonds to the Purchasing Department ten (10) calendar days after receipt of the Notice of Award and in accordance with the terms stated below:
 - i. **Performance Bond** in the amount of 100% of the contract value covering faithful performance of the contract; and
 - ii. **Payment Bond** in the amount of 100% of the contract value as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- b. The cost of the performance bond and payment bonds will be borne by the bidder(s) in all instances.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Purchasing Manager. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance or payment.
- d. Certified checks, if submitted, will be deposited in an FCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the FCPS bank account(s) for the full amounts of both certified checks.
- e. Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders must use bonding companies rated by A.M. Best Company of at least A-/VIII.

- f. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department within ten (10) calendar days after notification.
- g. Upon receipt and approval of the performance bond and payment bond, or the certified check(s), an official purchase order will be issued.
- h. If bonds are required, and the awarded vendor fails to perform according to the terms of the contract, the bonding company will be notified in writing with a copy sent to the vendor.

9. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted in separate envelopes. Digital copies of the Technical and Cost proposals may be submitted on the same CD or USB Flash Drive.
- c. Technical Proposal:
 - i. Submit one original of the Technical Proposal, along with an electronic copy in Excel (spreadsheets) and Word/PDF format (other documents) (on CD or USB Flash Drive), in a sealed envelope, properly labeled on the outside with the bidder's name, bid # and "TECHNICAL PROPOSAL".
 - ii. The Technical Proposal will include the following forms completed:
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Conflict of Interest Disclosure Form
 - Questionnaire
 - Supporting documents
- d. Cost Proposal:
 - i. Submit one original Cost Proposal, along with an electronic copy in Excel/Word/PDF format (on CD or USB Flash Drive) in a sealed envelope, properly labeled on the outside with the bidder's name, bid # and "COST PROPOSAL".
 - ii. The Cost Proposal will include the following form(s) completed:
 - Form of Proposal —Pricing
 - Appendix A
 - Appendix B
 - iii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Form of Proposal.

10. EVALUATION CRITERIA AND AWARD

- a. A committee of FCPS staff will independently review and evaluate each technical proposal.

- b. 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.
- c. 60 points will be assigned for the technical proposal and will be assigned as follows:
 - Company Profile - 5
 - Project Plan –25
 - Proposed Timeline - 10
 - References – 10
 - Financials – 5
 - Other – 5
- d. 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. There may be an approved supplier list to which a qualified supplier is then added.
- e. 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.
- f. If not approved, the supplier will not be considered further in price evaluations.
- g. If approved, cost proposals will be evaluated on a weighted basis. 40 total points will be awarded with the maximum points given for the lowest overall calculated costs.
- h. Final ranking will be made on the basis of the criteria and rubric listed above.
- i. An interview may be required to obtain more information prior to recommendation for award.

11. 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.

12. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

a. Worker's Compensation

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

b. Employers' Liability Insurance

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

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

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

c. Commercial General Liability Insurance

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

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

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

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

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the

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

e. Comprehensive Automobile Liability

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

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

f. Subcontractor's Insurance

The vendor will either:

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

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS."

i. Additional Insured

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

13. SURVEYS AND PERMITS

- a. The Board shall furnish all surveys unless otherwise specified.
- b. Permits and licenses necessary for the execution of the work will be secured and paid for by the vendor.

14. LOCAL LICENSING OF TRADE PERSONS

All trade persons performing work under this contract as a general contractor or a subcontractor must be licensed in accordance with the requirements of the local subdivision and State. Any cost incurred as a result of this licensing requirement shall be borne by the vendor.

15. INSPECTION OF SITE

- a. All visitors must report to and register in the main office. Each bidder should visit the site and become informed fully as to the condition under which the work is to be done. Failure to do so will not relieve a successful bidder of their obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.
- b. The bidder will perform field measurements, if applicable, and FCPS assumes no responsibility for errors in measurements. The bidder will be responsible for any costs associated as a result of an error in their measurements.
- c. Site visits will not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Contract Administrator.

16. SHOP DRAWINGS

The vendor will verify all field measurements and will submit shop drawings and schedules, as required, for the work of various trades. FCPS shall review these documents only for conformance with the design concept of the project and compliance with the information given in the contract documents. The vendor will make any corrections required by FCPS, file with them two corrected copies and furnish such other copies as may be needed. FCPS' review of such documents shall not relieve the vendor of the responsibility for deviations from drawings or specifications, unless they have called FCPS' attention to such deviations, in writing, at the time of submission, and secured their written approval.

17. USE OF FCPS SERVICES AND FACILITIES

- a. It is understood that, except as otherwise stated in the contract documents, the vendor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction and all other services and facilities of every nature necessary to execute, complete and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed with the approval of and without additional expense to FCPS, unless previously agreed to.

18. PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.
- b. It will be the vendor's responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, when required.
- c. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.

- d. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

19. PROTECTION OF WORK AND PROPERTY

- a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.
- b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.
- c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.
- d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for approval.

20. WORK SITE SUPERVISION

- a. The awarded vendor will provide full time onsite supervision, by a construction superintendent or foreman, who will have full authority to act on behalf of the vendor. The onsite superintendent or foreman will not be changed except with the written consent of the Contract Administrator. The superintendent will represent the vendor in their absence and all directions/instructions given to them will be as binding as if given to the vendor. FCPS shall not be responsible for the acts or omissions of the superintendent or foreman.
- b. The vendor will immediately report to the Contract Administrator any error, inconsistency or omission which they discover. The vendor will not be liable to FCPS for damages resulting from any errors or deficiencies in the contract documents or other instructions given by FCPS.

21. INSPECTIONS AND CORRECTION OF WORK

- a. All work, all materials, whether incorporated into the work or not, all processes of manufacture, and all methods of construction will be, at all times and places, subject to the inspection of FCPS, whose representatives shall be the final judge of the quality and suitability. Should these fail to meet this approval they will be forthwith reconstructed, made good, replaced and/or covered, as the case may be, by the vendor at their own expense. Rejected material will be removed immediately from the site. If, in the opinion of FCPS, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work, the compensation to be paid to the vendor shall be reduced by such amount as in the judgment of FCPS shall be equitable.
- b. If the specifications, laws, ordinances, or any public authority require any work to be specially tested or approved, the vendor will give FCPS timely notice of its readiness for observations. If the inspection is by another authority, the vendor will notify FCPS of the date fixed for such inspection and shall use the required Certificate of Inspection.

- c. FCPS may order re-examination of questioned work and, if so ordered, the vendor must uncover the work at their expense. If such work is found not to be in accordance with the contract documents, the vendor will pay all costs to correct the work, to the satisfaction of FCPS. If another vendor employed by FCPS caused the defect in the work, FCPS shall pay such cost and recover the charges from the other vendor.

22. CHANGES IN WORK

- a. No changes in the work covered by the approved contract documents will be made without having prior written approval of FCPS. The contract sum may be adjusted according to the approved changes. Consent of the Surety may be required.
- b. Charges or credits for the work covered by the approved change will be determined by one or more of the following methods:
 - i. Unit bid prices
 - ii. Lump sum
 - iii. Time and materials

In the event the vendor is directed to proceed with extra work, on a time and material basis, an itemized proposal shall be submitted including material and rental invoices and/or any other backup as requested by FCPS.

- c. A fixed fee may be negotiated, and must be agreed upon and added to the costs listed above. The fee will be compensation to cover the cost of supervision, overhead, surety, profit, and any other general expenses.

23. LIQUIDATED DAMAGES

In the event that the Contractor does not achieve completion as stipulated, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner.

The liquidated damages sum of \$1.00 per student based on the expected enrollment of **750** students for total liquidated damages in the amount of **\$750.00** per day.

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SCOPE OF WORK
SECTION III

1. Scope of Work: Following E-Rate Requirements, Furnishing and installation of WAN Layer 2 Fiber Optic to be extended to Blue Heron Elementary School demarcation MDF located at 7100 Eaglehead Drive, New Market, MD 21744 (Appendix D)

From one of the following demarcation MDF locations (Provider to use the most cost effective site listed below) – An Aerial map of locations is included in the RFP (Appendix C)

- Linganore High School - 12013 Old Annapolis Rd, Frederick, MD 21701
or
- Deer Crossing Elementary School – 10601 Finn Drive, New Market, MD 21774
or
- New Market Elementary School – 93 W Main St, New Market, MD 21774

Fiber services are now required to support rapidly growing bandwidth needs and to meet the State Education Technology Directors Association standard recognized in the FCC Second E-Rate Modernization order as the benchmark standard for bandwidth for school districts. Award of Proposal is dependent on the Contractor's ability to begin and complete all work.

For E-rate eligibility, recurring charges, and the lighting of the fiber, must start prior to the beginning of the E-Rate Funding Year on July 1, 2021. Please note, construction can begin anytime after contract award. However, construction must be completed and fiber lit and in production no later than June 1st 2021.

All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism, be a registered vendor with USAC, and have a USAC issued 498 ID (formerly Service Provider Identification Number-SPIN).

FCPS will consider traditional network designs (such as hub and spoke) or alternative proposals that, in accordance with E-rate guidance, maximize cost effectiveness. Respondents should clearly illustrate proposed network design and construction routes. FCPS is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**. FCPS may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

1. construction of network facilities
2. design and engineering
3. project management

Note: The term “special construction” does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber.

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. To the extent that the winning service provider installs additional

strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, FCPS will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC. Based on the bids and both a short term and long-term cost effectiveness analysis, FCPS will determine which of the solutions is most acceptable.

Timeline

For each response, respondents must include a timeline for bringing the site online and an explanation of how much they are able to adhere to FCPS's specified timeline. It is expected with the timing of this RFP that any respondents must be able to bring the site online by June 1st, 2021. If the fiber is not lit and in service by June 1st 2021, special construction charges will not be E-rate eligible and the Contractor will be responsible for reimbursing FCPS all E-rate eligible costs which currently stands at 50% of special construction costs.

The timeline should include projected milestones. These milestones will dictate payment for work performed.

Demarcation

All solutions must terminate service or infrastructure in the demarcation point at the addresses specified in this RFP. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and LC/APC handoff.

Network Diagram

For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.

- Contractor should examine the premises and observe the conditions under which work will be done and all other circumstances which will affect the work before submitting bids. The submittal of a bid will indicate that Contractor has full knowledge of the problems involved in the performance of the work.
- Verify, in the field, any dimensions shown on plans for the existing facility. It is the responsibility of the Contractor to investigate and verify prior to submitting a bid. All dimensions and layouts shown on the Blue Heron Elementary Facility plan (included in the RFP) shall be considered as "approximate", as this installation has not occurred, and could be subject to minor revisions/changes due to site conditions, or other scenarios during installation.
- Contractor shall note that all existing Railroads and Roads will remain operational during construction. Any deviation from this is the responsibility of the Contractor and should be determined and included within the bid submission.
- Prior to installation of materials and equipment, discrepancies between plans and actual field conditions, OR, between plans and specifications shall promptly be brought to the attention of the FCPS Network Engineer for clarification.

2. Applicable Codes and Standards: It is the responsibility of the Contractor to provide a copy of all applicable Licensing and abide by all codes and standards of the jurisdictions they are working in, including by not limited to:

- NFPA Codes
- IBC Building Code
- Local Codes

- National Park Service Requirements

3. Listed Equipment: All electrical equipment and cables shall be labeled or listed by a nationally recognized listing or testing agency. The equipment shall be installed only in applications for which it is listed and as per the listing requirements. Should this specification inadvertently indicate a manufacturer whose equipment is not listed or labeled, the contractor shall notify the FCPS Network Engineer for direction. Under no instance shall the non-listed equipment be installed.

4. Submittals:

- All submittals shall include sufficient data to make a thorough evaluation of features, construction, and performance. Submittals shall be bound in booklet form with a cover sheet indicating each item and respective manufacturers catalog number.
- Materials, equipment and fixtures shall completely satisfy specification requirements and be suitable for their intended use. Items or equipment submitted shall include all accessories and options recommended by the manufacturer for satisfactory, reliable, and safe operation in its designated location.
- Where model number or name of one manufacturer is followed in specifications by one or more other manufacturer's names, design has been based on first product named and that manufacturer or product shall be considered to be the basis of design. Named alternates may require minor deviations. Contractor shall indicate deviations in submittals/shop drawings.
- Contractor shall ensure that material and equipment delivered to job site is suitable for the intended application and indicated connections. Review of shop drawings shall not include review of specified quantities.
- Review of noted comments on Contractor's submitted drawings does not constitute a change order or a waiver of contract requirements. In the event of conflict between submittals or drawings and contract documents, the latter shall govern. If waiver of a particular requirement is requested by Contractor, a formal written request shall be made to FCPS Network Engineer as per General Conditions.
- Contractor shall provide samples of material or equipment, as directed.

5. Materials and Accessories:

- Materials shall be new and listed by the Underwriters Laboratories, Inc. (UL), or locally approved national testing agency as conforming to standards in every case where such a standard has been established for the particular materials in question.
- Equipment items shall be packaged in their original containers and be limited to products regularly produced and recommended for service ratings in accordance with manufacturer's catalogs, engineering data or other comprehensive literature made available to the public, and in effect at the time of contract award and shall be turned over to the FCPS Network Engineer, free of all defects.
- Equipment shall be installed in strict accordance with manufacturer's instructions for type, capacity, and suitability of each piece of equipment used. Install equipment in accordance with manufacturer's recommendations and meet conditions for standard warranty.
- Provide all accessories, equipment, and connections required for complete installations, ready for continuous use by FCPS Network Engineer.

6. Inspection and Regulations: Work shall meet all requirements of the jurisdiction(s) in which the work is being completed, including but not limited to:

- E-Rate Regulations
- FCPS Requirements
- National Electrical Code

- Local Regulations
- Utility Company
- National Board of Fire Underwriters
- U.L. Listed for their particular application

7. **Field Measurements:** Contractor shall visit the site before submitting a bid and check location of existing utilities, survey other existing conditions, verify dimensions and locations shown on the plans and be responsible for overall costs and work herein described or shown.

8. **Permits:** All permits, licenses or incidental fees not otherwise identified under this contract specification shall be borne by the Contractor.

9. **Requirements and Specifications of Fiber Optic:** FCPS is hereby requesting bids for three (3) E-Rate approved opportunities.

All options require:

- 10GB Bandwidth with ability to extend to 40GB in the future to Blue Heron Elementary School MDF located at 7100 Eaglehead Drive, New Market, MD 21744 (Appendix D). Layer 2 visibility.
 - From one of the following demarcation MDF locations (Provider to use the most cost effective site listed below) – An Aerial map of locations is included in the RFP (Appendix C)
 - Linganore High School - 12013 Old Annapolis Rd, Frederick, MD 21701
or
 - Deer Crossing Elementary School – 10601 Finn Drive, New Market, MD 21774
or
 - New Market Elementary School – 93 W Main St, New Market, MD 21774
- Vendor to provide onsite PVC Conduit at a minimum of 24" depth. If available and with FCPS approval, Contractor may use existing 4-inch conduits at site locations to access demarks.
- Certification acceptance testing once installed before utilizing circuit.
- Contractor is responsible for Pole attachments and protection, needed right of way permits, Make Ready Work, Easements.

In addition to the required services: The proposal may include but is not to be limited to the following services:

- *Network operations center:* Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
- *Trouble reporting and response:* Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
- *Escalation:* In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble

resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.

- *Resolution:* The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- *Trouble reporting, escalation and resolution:* A detail trouble reporting, escalation and resolution plan will be provided to the district.
- *Measurement:* Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of shortage will be identified.
- *Reports:* Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- *Link performance per segment:* The service will maintain the proposed link performance throughout the term of the contract.
- *Historical uptime:* Provide aggregate uptime statistics for your proposed service in the geographic area encompassing FCPS.

10. General Terms for All Proposals

Description of Proposal

- Respondent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail FCPS may find useful or necessary (or could differentiate the solution from a competing proposal).

Service Level Agreement

- Respondent will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal must include a description of the following services and how these services will be measured.
- Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
- .25% frame/packet loss commitment
- 15ms network latency commitment
- 10ms network jitter commitment
- There is no right of provider to limit or throttle the capacity of the circuit below the contracted speed, at any time for any reason

11. Specific Requirements based on Fiber Optic ownership:

- **Leased – Lit Fiber:** FCPS must have dedicated, symmetrical transport bandwidth of 10GB with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable to 40GB with cost increments. Each respondent is required to complete the pricing matrix located in *Appendix A* of this RFP. If special construction is necessary, respondents are **required** to separate out pricing in *Appendix B: Special Construction Pricing*. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix. If an increase in bandwidth is requested during the contract period the contract does not renew. As bandwidth needs are steadily rising, respondents are free to bid higher tiers of bandwidth than what is requested to demonstrate their future scalability.

Leased – Lit Requirements

- 10GB Bandwidth upfront with pricing scale progression of up to 40GB
- Price quote progression of years 5, 7, and 10 for 10GB bandwidth service
- Hand off via a 40GB Multi-Mode SR

- Monitoring Portal access for FCPS Network Team
- 24/7 support with a 2-hour response SLA for Critical events
- **Leased – Dark Fiber**
 - LC Connector Handoff
 - 2 strands Leased to Demarcation Points as noted in RFP.
 - Vendor responsible for all splicing needs.
 - The fiber must support 40GB Ethernet. Also, maximum fiber run from demark to demark must not exceed 40KM.
 - Warranty and SLA requirement as required on Leased Lit
- **Self-Provisioned – Dark Fiber**
 - 6 count strands, fully terminated, to Blue Heron Elementary School from either:
 - Linganore High School - 12013 Old Annapolis Rd, Frederick, MD 21701
 - or
 - Deer Crossing Elementary School – 10601 Finn Drive, New Market, MD 21774
 - or
 - New Market Elementary School – 93 W Main St, New Market, MD 21774
 - LC Connector Handoff
 - The fiber must support 40GB Ethernet. The fiber run distance cannot exceed 40KM.
 - Work includes all labor, materials, equipment and services for a complete end to end fiber solution.
- **Category 1 network equipment to place any self-provisioned network solutions into service**
 - Qty 2 Juniper EX4600-40F-AF0 router with 5 years maintenance or equivalent
 - Qty 2 Juniper JPSU-650W-AC-AF0 power supply or equivalent
 - Qty 2 Juniper JNP-QSFP-40G-LR4 40GB LR optic or equivalent

Note: If category 1 equipment is not included in the self-provisioned proposal, FCPS will obtain quotes for the equipment and add those costs to the self-provisioned proposal.
- Maintenance & operations on any self-provisioned network solutions.

Included in this contract, but not limited to, is the following:

- All site work required for installation, which includes but is not limited to brush clearing required to install fiber optic cabled.
- Fiber optic cables.
- Fiber optic cable terminations.
- Fiber optic cable markers.
- Approximately every 1,500 feet, approximately 150 feet of fiber slack should be provided.
- **Back-Bone Cable:** The 6 count strands of self-supporting single mode fiber optic cable shall be utilized to provide backbone connectivity between the two termination points. The fiber optic cable shall consist of galvanized steel strand supporting wire and be directly connected to fiber optic cable via jacket web. The fiber shall support 40GB Ethernet and the fiber cannot be more than 40KM in length.
 - Cables shall be installed on utility poles
 - Cables shall be housed in conduit
 - A separate EHS support strand with fiber cable over-lash with lashing wire clamps is acceptable

- Contractor shall not exceed the maximum pulling tension as specified by manufacturer.
 - Must include 150 feet periodic loops every 1,500 feet with "snow-shoes" as well as at the ends
 - Any splice location must have enough slack cable to reach the ground, plus 20 feet on each side
 - All splices will be fusion splices, and contained in a splice case
 - Provide a 50-foot service loop within all buildings.
- **Back-Bone Termination:** Each fiber optic cable shall be terminated in a 24-port rack / wall mount enclosures providing protection to the terminated fibers. The optical fiber patch panel shall each be capable of containing 24 duplex LC connectors in a rack and mounted. The LC jacks shall be a single mode connector, capable of terminating the installed fibers. The connectors shall be field-installable, requiring no epoxy or polishing. The connectors shall meet the intermate ability requirements of TIA/EIA-604-10.
- **Termination Hardware Installation:** Fiber optic termination hardware shall be installed in the following manner:
 - Fiber slack shall be neatly coiled. No slack loops shall be allowed external to the MDF.
 - Each cable shall be individually attached to the respective termination panel by mechanical means. The cable's strength member (s) shall be securely attached to the cable strain relief bracket in the panel.
 - Each fiber cable shall be stripped upon entering the termination panel and the individual fibers routed in the termination panel
 - Each cable shall be clearly labeled at the entrance to the termination panel. Cables labeled within the bundle shall not be acceptable
 - Dust caps shall be installed on the connector and couplings at all times unless physically connected.
- **Cable System Testing:**
 - All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. All conductors and fibers of each installed cable shall be verified useable by the Contractor prior to system acceptance. Any defect in the cabling system installation including, but not limited to cabled, connectors, feed-through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all installed cables.
 - All cables shall be tested in accordance within this document and best industry practices. If any of these are in conflict, the Contractor shall be responsible to bring any discrepancies to the attention of the project team for clarification and/or resolution.
 - Written documentation of test results must be submitted to the manufacturer and a copy provided to the end user for their records.
 - Written documentation of test results must be submitted to FCPS Network Engineer for their records
 - Backbone fiber shall be tested at 1300nm and 1550nm in both directions. Test setup and performance shall be conducted in accordance with ANSI/TIA/EIA-526-7 Standard. Test results evaluation for the panel to panel backbone shall be based on the values set forth in ANSI/TIA/EIA-568-C.0.
 - Test results shall be automatically evaluated by the equipment, using the most up to date criteria from the TIA/EIA Standard, and the result shown as pass/fail. Test results shall be printed directly from the test unit or from a download file using an application from the

- test equipment manufacturer. The printed test results shall include all tests performed, the expected test result and the actual test result achieved.
- The Pass or Fail condition for the cabling run under test is determined by the results of the required individual tests. Any Fail or Fail* result yields a Fail for the cabling run under test. In order to achieve an overall Pass condition, the results for each individual test parameter must be a Pass or Pass*.
 - Test documentation shall be provided in a 3-ring binder within 3 weeks after the completion of the project. The binder shall be clearly marked on the outside front cover and spine with the words "Test Results", the project name, and the date of completion (mm/yyyy). The binder shall be divided by major heading tabs and each heading shall be further sectioned by test type, such as Backbone. Within the backbone section include fiber optic attenuation test results, OTDR traces. Test data within each section shall be presented in the sequence listed in the administration records. The test equipment by name, manufacturer, model number and last calibration date will also be provided at the end of the document. Unless a more frequent calibration cycle is specified by the manufacturer, and annual calibration cycle is anticipated on all test equipment used for this installation. The test document shall detail the test method used and the specific settings of the equipment during the test.
 - Scanner tests shall be printed on 8 ½" x 11" paper. Hand written test results shall be documented on a mutually agreed upon form. OTDR test results shall be printed or attached and copied on 8 ½" x 11" paper for inclusion in the test documentation binder.
 - When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be collocated in the binder.
- **Warranty and Services:** The Contractor shall provide a system warranty covering the installed cabling system against defects in workmanship, components, and performance. Contractor shall provide follow-on support after project completion.
 - The Contractor shall warrant the cabling system against defects in workmanship for a period of one year from the date of system acceptance. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to FCPS.
 - An extended component warranty shall be provided which warrants functionality of all components used in the system for 25 years from the date of acceptance. The performance warranty shall warrant the backbone optical fiber. Fiber optic links shall be warranted against the link and segment performance minimum expected results defined in the TIA/EIA-568-C.0.
 - **Cabling System Acceptance:** FCPS will make periodic inspection of the project in progress. All work must be approved by FCPS' Network Engineer before installation. This includes cabling tray, cable, all telecommunications room equipment, etc.
 - Upon completion of the project, FCPS' Network Engineer will perform final inspection of the installed cabling system with the Contractor's Project Foreman. The final inspection will be performed to validate that all backbone cables were installed as defined, and that the installation meets the aesthetic expectations of FCPS.
 - **Guarantee:** Unless otherwise specified, guarantee unconditionally as set forth in Warranty and Services all materials, workmanship, and installation. During this period adjust, repair, or replace at no additional cost to FCPS any item of equipment or workmanship found to be defective.
 - Contractor shall be responsible for and pay for, damages caused by or resulting from defects in workmanship.

12. Field Measurements: Visit the site before submitting bid and check location of existing utilities, conditions, verify dimensions and locations shown on the plans and overall costs and work herein described or shown. *All persons visiting a school site must register at the front office of the school when visiting school grounds*

13. Operations and Maintenance Manuals: Furnish 3 sets of Operation Manuals in loose leaf binders. The manuals shall include:

- a) Table of Contents
- b) Descriptive brochures on all equipment
- c) Maintenance instructions
- d) Operation instructions
- e) Parts list for all equipment
- f) Certificates for equipment as required
- g) Service phone number of installing company
- h) Wiring Diagrams

14. As Built Drawings for all FCPS owned portions:

- a) A separate set of white background Electrical prints marked in red ink “As Built” shall be kept in good condition at the job site during progress of construction. Mark to indicate changes as they occur in the field installation of equipment.
- b) Show location of equipment, etc.
- c) At all times, these drawings shall be up-to-date and available at the site for verification. Before final payment is approved, the drawings shall be made correct and delivered to the Engineer.
- d) At the completion of the job, the contractor shall obtain the AutoCAD drawing files from the Engineer at cost and update file from the “as-built” drawings. The updated AutoCAD files and plotted drawing shall also be delivered to FCPS

15. Landscaping: The scope of this project will require the contractor to install a new fiber optic service from a utility pole to the existing school facility. This run/installation, may be aerial (above ground), or a minimum 24inch conduit bury pending FCPS’ acceptance of the proposal. Contractor is to submit their proposed /installation for FCPS approval prior to starting work. FCPS will have final approval authority on the proposed Contractor's location/method of making this installation. All underground conduit runs shall include a pull string for future infrastructure modifications/changes. All underground conduit shall be buried a minimum depth of 24” below grade, and through wall installation shall be coordinated with the FCPS. Contractor shall stub up conduit as close to the slab/building as possible, and keep the conduits/penetrations as neat as possible. As part of this electrical project, the contractor is required to verify all requirements with all appropriate Code Officials, and provide acceptable documents, design, building attachments, equipment, etc. to receive all approvals/occupancy related to the installation. Upon completion of underground or aerial installation, the pre-construction site geography shall be returned to pre-existing conditions for all areas of disturbance associated with the work. The contractor shall regrade (trenches/ divots /etc.), and then repair (seeding, replace gravel, replace asphalt, concrete etc.) all areas impacted by this scope of work. The contractor shall not leave open trenches during the course of this installation to prevent possible injury by students, staff, or other pedestrians during non-work hours. FCPS will have final approval authority on the mitigation of any site disturbances caused by the work.

16. Traffic Regulation: Any and all traffic control and information signage must meet the requirements of the authority having jurisdiction and is the responsibility of the Contractor.

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
TECHNICAL PROPOSAL REQUIREMENTS
SECTION IV

1. General

Respondents shall submit one (1) original and one (1) digital copy. The following information, at a minimum, must be provided for proposal evaluation. Your submittal should be complete in every way in order for the evaluation team to make a proper and complete evaluation of your capabilities and response. Respondents not providing the following information may be considered non-responsive.

Technical Proposals must be submitted in a separate envelope from the Cost Proposals.

Submittals shall be clear and concise, with a maximum of 50 pages. Utilize a table of contents for ease in finding the necessary information. The cover letter (letter of transmittal) accompanying the submittal shall be signed by the person or persons required and authorized to legally bind the firm to the submittal and shall specifically state that the firm shall complete all services set forth in the requirements within the proposed time limits to the satisfaction of FCPS.

Unless specifically requested, extraneous presentation of materials is neither necessary nor desired. Unnecessarily elaborate brochures or presentations, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork, expensive paper, bindings, visuals, and other presentations aids are not required. Any justification or explanatory materials relevant to your submittal and/or requirements shall be set forth in this letter. The letter shall be concise and need not repeat any of the detailed information set forth in your submittal. Submittals shall be on 8 ½ x 11 " paper only.

2. Expenses Incurred in Preparing Proposal

FCPS accepts no responsibility for any expense incurred by the vendor in the preparation and presentation of their proposal. Such expenses are to be borne exclusively by the vendor.

3. Technical Proposal Contents

1. Cover Letter

The cover letter will briefly summarize the vendor's ability to provide the services specified in this RFP. It must be signed by a representative of the vendor who has the legal capacity to enter the organization into a formal contract with FCPS.

2. Project Plan

The vendor must demonstrate an understanding of the scope of work to be performed per Section III of this RFP.

3. Proposed Timeline

Include a timeline for bringing the site online, with any necessary explanation. It is expected with the timing of this RFP that any respondents must be able to bring the site online by June 1st, 2021.

The timeline should include projected milestones. These milestones will dictate payment for work performed.

4. **Network Diagram**

Include a network diagram displaying the paths to be used to serve each endpoint.

5. **Service Level Agreement**

Respondent will provide a proposed Service Level Agreement (SLA) with the RFP response. The proposal must include a description of the following services and how these services will be measured.

- Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
- .25% frame/packet loss commitment
- 15ms network latency commitment
- 10ms network jitter commitment
- There is no right of provider to limit or throttle the capacity of the circuit below the contracted speed, at any time for any reason

6. **Certificate of Insurance**

Provide a sample insurance certificate to verify bidder's ability to obtain the required insurance for this work. (See Section II, Specific Terms & Conditions, Item 13 Contractor's and Subcontractor's Insurance.

7. **Forms Required from Section II, Item 8.c.ii**

- Signature Page
- Statutory Affidavit and Non-Collusion Certification
- Certification of Compliance
- Conflict of Interest Disclosure Form
- Questionnaire
- Supporting documents

8. **Bid Bond**

**RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY
FORM OF PROPOSAL**

Price Proposal for the Fiber Installation at Blue Heron Elementary School

The undersigned hereby proposes and agrees to fully perform and complete the work for the referenced project as follows:

LEASED – LIT FIBER

The bidder proposes to furnish all labor, materials, services, and equipment necessary to satisfactorily complete the work described in the accompanying request for proposal documents. Recurring charges incurred post fiber lighting, will be adopted into an agreement effective beyond this RFP

Special Construction and Installation costs for Lit Fiber- Lump Sum of:

_____ \$
Written words figures

Basic Installation Charges for Lit Fiber - Lump Sum of:

_____ \$
Written words figures

Lit Fiber Monthly Recurring Charges - Lump Sum of:

_____ \$
Written words figures

Leased Lit Fiber Sums shall include all premiums required for proper insurance as specified within this request for quote. Quote rank shall be determined in accordance with the Evaluation Criteria as detailed within this document.

LEASED – DARK FIBER

The bidder proposes to furnish all labor, materials, services, and equipment necessary to satisfactorily complete the work described in the accompanying request for proposal documents. Recurring charges incurred post fiber lighting, will be adopted into an agreement effective beyond this RFP.

Special Construction and Installation costs for Dark Fiber - Lump Sum of:

_____ \$
Written words figures

Basic Installation Charges for Dark Fiber - Lump Sum of:

_____ \$
Written words figures

Dark Fiber Monthly Recurring Charges - Lump Sum of:

_____ \$
Written words figures

Leased Dark Fiber Sums shall include all premiums required for proper insurance as specified within this request for quote. Quote rank shall be determined in accordance with the Evaluation Criteria as detailed within this document.

SELF-PROVISIONED –DARK FIBER

The bidder proposes to furnish all labor, materials, services, and equipment necessary to satisfactorily complete the work described in the accompanying request for proposal documents.

Special Construction and Installation costs for Self-Provisioned Dark Fiber - Lump Sum of:

_____ \$ _____

Written words figures

Basic Installation Charges for Self-Provisioned Dark Fiber - Lump Sum of:

_____ \$ _____

Written words figures

If needed, Dark Fiber Monthly Recurring Charges - Lump Sum of:

_____ \$ _____

Written words figures

Optional – Annual ongoing warranty - Lump Sum of:

_____ \$ _____

Written words figures

COMPANY: _____

DATE: _____

RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY

Appendix A:

Appendix A: MRC/NRC Cost Tables – Monthly Recurring Cost / Non-Recurring Cost Breakdown

<u>Site</u>	<u>Bandwidth</u>	<u>1 Year</u>	<u>3 Year</u>	<u>5 Year</u>	<u>10 Year</u>	<u>Ineligible recurring cost</u>	<u>Eligible install or non-recurring cost</u>	<u>Ineligible install or non-recurring cost</u>
Blue Heron	10GB	\$	\$	\$	\$	\$	\$	\$

Appendix B: Special Construction Pricing

Required with all bid submissions that include special construction

<u>Location</u>	<u>Strand Count</u>	<u>Segment Mileage</u>	<u>Total Segment Cost</u>	<u>Eligible Cost</u>	<u>Ineligible Cost</u>
Blue Heron			\$		

Total Project Mileage and cost	\$	\$
---------------------------------------	----	----

Information that can be included now, but will be requested at a later date for chosen solution:

Special construction cost breakout worksheet

Route map of all build segments

Explanation of alternative routes that were explored and why the chosen route is the most costeffective

xplanation of special materials and procedures required that may have increased construction

costs, such as:

- o Historical preservation or environmental issues
- o Bridge, waterway, railway, or highway crossings
- o Galvanized conduit
- o Directional boring through hard rock or under a paved surface
- o An excessive number of hand-holes, marker posts, or other

COMPANY: _____ DATE: _____

RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY
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	_____



Source Site:
Blue Heron Elem School
7100 Eaglehead Drive (Road still being
constructed)
New Market, MD 21744
GPS: 39.429389, -77.295889

Site A:
Linganore High School
12013 Old Annapolis Rd
Frederick, MD 21701

Site B:
Deer Crossing Elem School
10601 Finn Drive
New Market, MD 21774

Site C:
New Market Elem School
93 W Main St
New Market, MD 21774

4 In conduit will be trenched routing to the building MDF/
DMARC that will be available as part of the building
construction

Gas House Pike



**CONTRACTOR'S QUESTIONNAIRE
RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY**

COMPANY PROFILE:

Company Name: _____ DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Website Address: _____

Name and Telephone Number of Owner/President/CEO:

Other Contacts (Name, Title & Telephone Number):

Has your company ever operated under another name? If yes, list the previous name(s).

Is or has your company ever been debarred from any federal/state/city/county governments or any school districts? If yes, please list.

GENERAL INFORMATION:

1. How long has your company been in business?

2. What is your USAC 498 ID? _____

3. What percentage of work performed by your company has been commercial?

4. Do you use subcontractors?

If so, please list: _____

FINANCIAL STATEMENT:

1. A signed letter from your lending institution stating the length of time your company has been doing business with them and if you have maintained your deposit and loan accounts in an acceptable manner.

2. Provide the total contract value of work performed by your company in the last three years:

\$ _____ \$ _____ \$ _____
Value Date Value Date Value Date

REFERENCES:

Provide the names, titles and contact information for five references to whom your agency has provided the same service as described herein during the last five years. References are preferred for non-profit agencies or school systems, and within the State of Maryland. All references as noted above will be checked and will be held in the strictest of confidence. FCPS reserves the right to verify all information and to check any other sources available even if not provided as a reference by the Proposer.

#1 Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Approximate Dollar Value of Work Performed: _____

#2 Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Approximate Dollar Value of Work Performed: _____

#3 Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Contact: _____ Title: _____

Email Address: _____ Phone: _____

Approximate Dollar Value of Work Performed: _____

RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY
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:

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

☐ required to be completed and notarized.

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

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation) _____ and that I
possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
 - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
 - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

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

(you may attach an explanation if necessary)

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

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

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

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

() Corporation

() Partnership

() Individual

() Other

If required to be notarized:

(Witness)

(Title)

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

NOTARY PUBLIC

My Commission Expires: _____

RFP 20MISC5, BLUE HERON FIBER CONNECTIVITY
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 school (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. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. 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_____

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative/Date

Printed Name of Vendor Authorized Representative