

**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5116 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

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**QUOTE NUMBER/NAME:** 20Q1, Repair Services for Musical Instruments

**QUOTE ISSUE DATE:** May 19, 2020

**QUOTE CONTRACT MANAGER:** Bill Meekins, Purchasing Agent, [willis.meekins@fcps.org](mailto:willis.meekins@fcps.org)

**QUOTE CONTRACT ADMINISTRATOR:** Susan Thomas, Curriculum Specialist for Musical Education (Elementary), [susan.thomas@fcps.org](mailto:susan.thomas@fcps.org) and Kimberly Hirschmann, Curriculum Specialist for Musical Education (Secondary), [kimberly.hirschmann@fcps.org](mailto:kimberly.hirschmann@fcps.org)

**QUESTIONS:** Questions due no later than 4:00 P.M., local time, on June 6, 2020. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

**PRE- QUOTE DATE:** 11:00 A.M., local time, June 2, 2020 (Attendance is encouraged, but not mandatory.)

**JOIN SKYPE PRE-QUOTE MTG:** [\(240\) 236-6172](tel:2402366172) (FCPS) Conference ID: 9065784  
(This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.)  
If you have problems joining this meeting, please email [willis.meekins@fcps.org](mailto:willis.meekins@fcps.org)

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

**QUOTE DUE:** 2:00 P.M., local time, on June 16, 2020.  
Faxed or emailed quotes are not acceptable.

**QUOTE SUBMISSION:** Due to COVID-19, in order to protect our Vendors and Staff, the Purchasing Department will only be accepting on-line bid submissions via [ProcureNow](https://secure.procurenow.com/portal/fcps) <https://secure.procurenow.com/portal/fcps>

**Quotes will be opened and publicly read utilizing Skype Business:**  
(240) 236-6172 (FCPS) Conference ID: 9065784

**ELIGIBILITY TO QUOTE:** 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](http://www.procurement.maryland.gov). FCPS will no longer accept bidder's applications.

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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

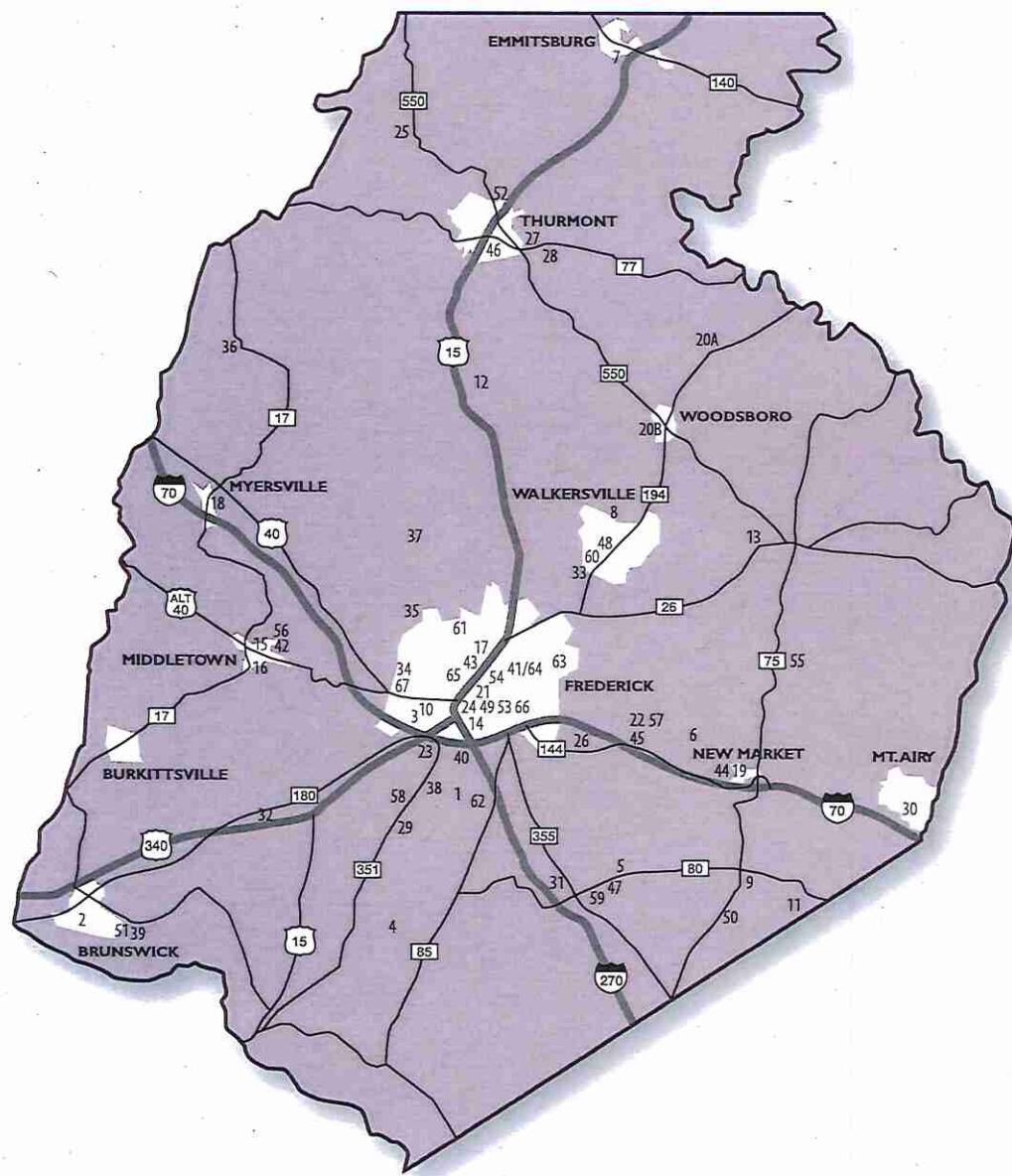
### MIDDLE

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](http://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) suppliers and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage <https://emma.maryland.gov>. FCPS will no longer accept bidder's applications.
- b. Contractors are required to register with eMaryland Marketplace Advantage <https://emma.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.

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

**3. 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 addendum.

- b. 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.
- c. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided. FCPS proposal forms format shall not be altered.
- d. 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.
- e. The following items must be included in submission:
  - i. Proposal pages completely and accurately filled out:
    - Verify all mathematical calculations.
    - Do NOT use white-out/correction tape.
    - Strike through errors, initial and make correction.
    - Initial corrections.
  - 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.
  - v. Conflict of Interest Form completed and signed.
  - vi. W-9 (This is the company information that will be entered in the FCPS supplier database).
  - vii. Certificate of Insurance (if applicable).
- f. 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](http://www.Egov.maryland.gov/BusinessExpress) .
- g. 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.
- h. Bids by corporations must be signed with the name of the corporation, which must match the information on the submitted W-9, 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.
- i. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- k. 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 supplier's business

#### **4. 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 Specific Terms and Conditions. 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 – FCPS Specific Terms and Conditions.
- d. If the contract includes equipment, all prices must be FOB-Destination (inside delivery), unless specifically authorized in Section II – FCPS Specific Terms and Conditions.
- 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. 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.
- k. Unit Prices must be rounded off to no more than two decimal places unless so specified in Section II – FCPS Specific Terms and Conditions.
- l. 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.

#### **5. 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

## **6. ADDENDUM**

- a. All changes to the bid solicitation will be made through appropriate addendum issued from the Purchasing Department.
- b. Addendum will be available on the FCPS Purchasing Department webpage. All suppliers who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addendum will be issued a minimum of four (4) days prior to the bid opening date, unless the addendum issued extends the due date. (verified with COMAR, which states addendums within a "reasonable" time)
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all addendum issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addendum will not relieve that bidder from any obligations under this solicitation as amended by addendum. All addendum so issued will become a part of the award and contract documents.

## **7. 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, via written request approved by the Purchasing Manager.
- 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. It is the responsibility of the supplier to ensure that submittals are delivered on time, to the proper location listed in the solicitation.
- d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, will 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, refer to Section 2(e) for closing and delays.



## **8. OPENING OF BIDS**

- a. Sealed bids will be publicly 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.
- c. 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.
- d. 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.
- e. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, [www.fcps.org/bidlist](http://www.fcps.org/bidlist), after the Board of Education of Frederick County approval.

## **9. 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 – FCPS Specific Terms and Conditions. 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 referenced on the solicitation document.
- 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 suppliers

## **10. SAMPLES**

- a. Samples will 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 suppliers. Samples not removed within this two-week period shall be retained, or disposed of, at the discretion FCPS, and without compensation to the bidder

## **11. GUARANTEES AND WARRANTIES**

- a. The awarded supplier(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 – FCPS Specific Terms and Conditions.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded supplier(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 supplier(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 supplier(s).

## **12. 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 – FCPS Specific Terms and Conditions, 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.

### **13. 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, addendum, 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 – FCPS Specific Terms and Conditions, 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 supplier(s). Changes may not significantly alter the original scope of the agreement.

#### **14. PROTESTS**

- a. The Purchasing Manager 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 suppliers 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 \$50,000 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.

#### **15. 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 supplier. This decision shall be final and conclusive unless, within 30 days, the supplier 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 supplier will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the supplier 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.

## **16. CONTRACT ASSIGNMENT**

- a. The awarded supplier(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 supplier(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 supplier(s).
- d. The awarded supplier(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 supplier(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.

## **17. 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 supplier 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 supplier

- c. The cost of termination may be paid from any appropriation available for that purpose.

## **18. HOLD HARMLESS**

It is understood that the awarded supplier 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.

## **19. TERMINATION FOR DEFAULT**

- a. When an awarded supplier 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 supplier terminate the whole or any part of the contract in any of the following circumstances:
  - i. If the supplier fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
  - ii. If the supplier 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 supplier 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 supplier 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 supplier 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.

## **20. 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 supplier(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 supplier does not have a right to unilateral termination for convenience.



## **21. GOVERNING LAW AND VENUE**

- a. The supplier will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the supplier 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 suppliers and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The supplier 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.
- d. 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.

## **22. 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 supplier(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 supplier(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 supplier'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 supplier and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded supplier(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 supplier(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

## **23. 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, Supplier 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 – FCPS Specific Terms and Conditions, all items shall be delivered inside the office, school, or warehouse.
- d. Special delivery and handling instructions will be defined in Section II – FCPS Specific Terms and Conditions, 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 – FCPS Specific Terms and Conditions.
- 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 – FCPS Specific Terms and Conditions.
- 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 supplier(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 supplier 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.

## **24. 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 including the dates worked
  - 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.
- d. Invoices to be submitted once commodities have been received and/or services have been rendered.

## **25. COMPLIANCE WITH SPECIFICATIONS**

- a. The awarded supplier(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 supplier(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

## **26. 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 supplier(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 supplier(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 supplier(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 supplier(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded supplier(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 supplier(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

## **27. 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 supplier(s) shall submit Safety Data Sheets (SDS) for all items awarded to that supplier provided under the terms of this proposal, if applicable.
- f. The awarded supplier(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 supplier(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 supplier(s) to comply with all Municipal, State, and Federal EPA regulations and laws when handling or disposing of asbestos materials.
- i. If the awarded supplier(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the supplier(s) will be held liable for such action.

## **28. PATENTS**

The supplier 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.

## **29. 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, and the most recent revision of WCAG Standards at level AA, for accessibility by students and staff, 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.

## **30. 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 supplier(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 supplier 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 supplier, 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 supplier 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 supplier(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 – FCPS Specific Terms and Conditions.
- c. The awarded supplier(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 supplier(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 supplier 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. For additional information, visit:
  - Maryland State Department of Education Website;
  - House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention;
  - MSDE Guidelines For MD. Code, Educ. 6113.2;
  - Employment History Review Form for Child Abuse and Sexual Misconduct

Effective immediately, we will not fingerprint staff provided to FCPS by contractors or staffing agencies. Based on recent procedural review and guidance received from the state of Maryland, it is confirmed that the fingerprint records from the state's Criminal Justice Information System (CJIS) are to be processed and kept by employers only. This means that the contractors providing staff to FCPS are responsible to perform the CJIS fingerprint check since they are the employers of staff being provided to FCPS under various agreements. The fingerprint check required by FCPS and all Maryland school districts is the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

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

- a. All awarded suppliers 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.

### **32. 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 supplier(s) whose employees violate this clause may be subject to the termination of the contract for cause.

### **33. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- a. An awarded supplier(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 supplier(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.

### **34. 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 supplier(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.

### **35. STUDENT/STAFF CONFIDENTIALITY**

Under no circumstances may any supplier /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.

### **36. 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.

### **37. 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 supplier 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.

### **38. 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.

### **39. 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 supplier 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.

### **40. CONFLICT OF INTEREST**

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

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

**1. SCOPE**

This solicitation is to obtain on-site and off-site repairs and tuning services for various categories of musical instruments, including string, brass, wind, piano and electronic keyboards. Services may be requested throughout the school year and summer. The awarded vendor(s) will provide all necessary labor, supervision, materials, pick-up/delivery and expertise to perform instrument repair services in accordance with these specifications for elementary, middle and high school music education programs.

**2. CONTRACT**

- a. The contract shall be effective from July 1, 2020 through June 30, 2022, with one two-year renewal term effective July 1, 2022 through June 30, 2024, at the discretion of the Board of Education of Frederick County. A vendor submitting a bid automatically accepts the possible renewal as a condition of award and acknowledges that all terms and conditions remain unchanged.
- b. FCPS does not guarantee any minimum quantity or amount of work to be done.

**3. PRICING**

- a. All rates shall remain firm through the initial contract period. Percentage discounts from list for parts shall remain fixed for the entire contract period, including renewals, unless a higher discount is offered.
- 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 only 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. QUALIFICATION**

- a. Bidders must have experience with or be authorized to repair and/or tune a variety of equipment manufacturers within the category(ies) of repair being bid.
- b. Bidders are required to provide evidence that they maintain a permanent place of business within approximately 60 mile radius, in order to respond to repair requests within a timely period.
- c. Bidders are required to provide evidence that they maintain liability insurance as required in these specifications.

- d. Preference shall be given to vendors who have been in business maintaining musical equipment for at least three years.
- e. Sub-contracted vendors may not be used to perform this contract unless they are declared in the bidder's proposal. At all times the awarded vendor shall be responsible for the work performed under this contract and shall make good any problems associated with a sub-contractor's performance.

## **5. PREPARATION OF PROPOSAL**

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid 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. Separate "TECHNICAL" and "COST" proposal envelopes shall be submitted together in one outer envelope labeled with the Agency's name and return address, bid name and number, and due date and time written on the front.
- c. Technical Proposal:
  - i. Submit one Technical Proposal on ProcureNow. Technical proposals shall be submitted electronically on-line via ProcureNow (<https://secure.procurenow.com/portal/fcps>) in Excel Format.
  - ii. To get started, [click here](#), and sign up for an account. You'll receive an email to activate your account. Then subscribe to our bids by [navigating here](#) and clicking the green subscribe button. For more information about how to register, please see our [help file](#).
  - iii. The Technical Proposal shall include:
    - Representations/Signature Page, completed and signed.
    - "Statutory Affidavit and Non-Collusion Certification" form completed and signed
    - "Certification of Compliance" form completed and signed.
    - "Vendor Conflict of Interest Disclosure" form completed and signed.
    - Form of Proposal Part 1 - Agency Questionnaire
    - Supporting documents requested in the Questionnaire
  - iv. All parts of the Technical Proposal are to be completed. Respondents should follow the number format outlined on Part 2 of the Form of Proposal when responding. Some items only require an acknowledgement of compliance; others require complete statements and/or the submission of documentation. Organizing responses in this manner will facilitate the review process. Failure to provide information, as requested, shall be considered non-responsive.
  - v. 60 points will be assigned for the technical proposal and will be assigned as follows:
    - Business Structure - 15
    - Employee Qualification and Training - 20
    - Licensing and Insurance - 5
    - Legal Issues - 5
    - References - 15
- d. Cost Proposal:
  - i. Cost proposals shall be submitted electronically on-line via ProcureNow (<https://secure.procurenow.com/portal/fcps>) in Excel Format.



- ii. The Cost Proposal shall include:
  - Form of Proposal, Part 2 - Pricing
- 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, Part 2.
- iv. There shall be no fee allowed for estimating repairs, nor shall there be a minimum charge per call.
- v. Return trips to the same location to complete a servicing or repair may not be billed more than once.
- vi. There shall be no fee allowed for travel between sites during the same trip.
- vii. Bidders shall bid a flat rate for travel as well as an hourly labor rate for repair work during normal hours and on an emergency basis.
- viii. A minimum percentage discount from list prices for repair parts will be listed. Additional discounts are requested to be offered at the time of servicing, if available.
- ix. The Form of Proposal includes six categories of instruments and a market basket of typical repairs for each category. The following pricing parameters apply:
  - Bidders are to complete the flat fee cost for each item in a category in order to be considered for award.
  - The flat fee cost per repair must include labor, parts and pick-up/delivery costs and is to be based on the stated hourly labor rate and percentage mark-up for that category.
  - The hourly labor rate may not change during the contract term and is subject to modification only at renewal.
  - The percentage mark-up for parts may not change during the life of the contract and is subject to verification.
- x. FCPS reserves the right to negotiate terms or conditions, as may be deemed appropriate to meet the needs of the system.

## **6. EVALUATION AND AWARD**

- a. Evaluations will be performed in a two-step process, whereby the Technical Proposal will be reviewed first and evaluated on a point system basis by the evaluation committee. A committee of FCPS staff will independently review and evaluate each technical proposal.
- b. Only technical proposals exceeding 45 points (out of 60) will be selected to move to the second step of the evaluation, which is opening the Cost Proposal. Cost proposals of bidders scoring less than 45 points will remain unopened and returned or disposed of at the direction of the bidder following award of this contract by the Board of Education.
- c. In addition, an interview may be required to obtain more information prior to recommendation for award and additional points may be added.
- d. Award may be made by category, group of categories or to one vendor, as determined to be in the best interest of FCPS. A request for best and final offer may be issued to all bidders who qualified under the technical proposal criteria.

## **7. ORDERING, INSPECTION AND PAYMENT PROCEDURES**

- a. The successful vendor will perform services upon the request and approval of Susan Thomas,

(Elementary) Curriculum Specialist for Musical Education, [susan.thomas@fcps.org](mailto:susan.thomas@fcps.org); Kimberly Hirschmann (Secondary) Curriculum Specialist for Musical Education, [kimberly.hirschmann@fcps.org](mailto:kimberly.hirschmann@fcps.org); or their designee at the Central Office.

- b. Upon ordering the service, the contract administrator shall provide to the vendor the school point of contact and contact information.
- c. Requests for repair on site shall include as much trouble shooting information as the administrator has available in order to minimize the likelihood of multiple trips for the vendor. The hours for the services performed on site will be determined by the school where work will be performed. Otherwise, the vendor shall pick up the instruments at the site and return them to the site after the repairs have been accomplished.
- d. Pick up or service times must be scheduled by the vendor with the school in advance and communicated to the contract administrator at the Central Office. Advance notification of any change or cancellation is required.
- e. The vendor will follow school safety protocol when entering a building by checking in and out at the main office. The vendor is expected to communicate with the school point of contact during every visit.
- f. The vendor will receive documented verbal or written approval from the contract administrator prior to proceeding with any repair exceeding \$150. Attempts will be made to give written approval for repair within 48 hours. If verbal approval is required for on-site repair, vendor should keep a record of the approver's name and the date/time that approval was given.
- g. Estimates may be requested for repair work that is to be accomplished at a later date, and should include a scope of work and the time and material costs to perform the repair. It should be emailed promptly to the contract administrator's attention and authorized by same in writing before repairs can be made.
- h. One open purchase order per awarded vendor will be issued annually to each awarded vendor, with a beginning date and an ending date as well as a maximum total purchase order value.
- i. Separate invoices will be issued for each school and for each date of service. Invoices must include the purchase order number, school name, date of repair, description of work performed by individual equipment item, description of parts replaced, parts cost (list and net after contracted percent discount is applied), flat fee for travel and/or hourly labor rate for repairs.
- j. The vendor will allow the school's musical education chair or designee to inspect the instrument for acceptance of repair and to sign a delivery ticket acknowledging acceptance.
- k. The vendor will then mail or email invoice and signed delivery ticket to:
  - Frederick County Public Schools  
Accounts Payable Office  
191 South East Street  
Frederick, MD 21701  
[Accounts.payable@fcps.org](mailto:Accounts.payable@fcps.org)
- l. FCPS retains the right to question all charges and negotiate them if they are believed to be unreasonable or inaccurate. Any discrepancies found during or after servicing will be immediately corrected to the satisfaction of FCPS at no additional charge.
- m. Payment will be made by Accounts Payable within 30 days of invoice receipt, pending final approval by the contract administrator or designee.

- n. Questions regarding payment status should be made directly to Accounts Payable, Christie Williams, Manager, 301.644.5049.

## **8. AUTHORIZED REPAIR CENTER**

If standard in the industry, only manufacturers, or their authorized dealers, may bid on equipment repairs requested herein. At the discretion of the Board of Education of Frederick County a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

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

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

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

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

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

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

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

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

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

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

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

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

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000

Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

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

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

d. Scope of Insurance and Special Hazards

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

e. Comprehensive Automobile Liability

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

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

f. Subcontractor's Insurance

The vendor will either:

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

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after 30 days written notice has been received by FCPS."

i. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Council, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other

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

## **11. PERFORMANCE SPECIFICATIONS**

- a. All work will be performed in accordance with generally accepted standards of workmanship of the National Association of Music Instrument Technicians or comparable standard.
- b. Loaner instruments are a requirement for the middle and high school program.
- c. Repair services will emphasize placing the instrument in the best possible playing condition with minimal attention to cosmetic repairs, unless requested.
- d. A dent requiring the unsoldering of a joint and re-lacquering will not be removed unless it seriously impairs the total quality, pitch, and/or performance of the instrument.
- e. Dents in French horn bells will be rolled out and are considered a basic repair.
- f. All replacement parts will be new. Substitutions for manufacturer's parts must be verifiably equal. Where true equals exist, the contractor will use and charge for the least costly.
- g. No ground processed cork may be used on an instrument unless specifically approved.
- h. Replacement pads and/or parts for woodwind instruments shall be OEM replacements or verifiable equals and will be specific to the instrument. For example, saxophone pads may not be used on clarinets.
- i. Key mechanisms will be adjusted according to the manufacturer's specifications and/or to each specific instrument, whichever causes the instrument to function the best.
- j. Broken hardware will be replaced on all cases that are repairable.



**QUOTE 20Q1**  
**REPAIR SERVICES FOR MUSICAL INSTRUMENTS**

**FORM OF PROPOSAL, PART 1**

**I. BUSINESS STRUCTURE:**

1. How many years has this company been in business?
2. If you have more than one location, which location will be providing these services to FCPS?
3. Briefly describe the size and scope of the repair facilities at this location only.
4. Do you maintain a fully equipped mobile repair vehicle?
5. List the manufacturers for which your company is an authorized repair center or has extensive repair experience.  

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6. What is your anticipated response time for emergency repairs performed on-site?
7. What is your average response time for pick-up of an instrument from a school site, repair, and return of the instrument to the site?
8. Acknowledge that there shall be no minimum fee charged for estimating repairs, no minimum charge per call, no travel charges between sites, and no return travel fee for unfinished repairs.
9. Acknowledge that you will provide loaner instruments for the middle and high school programs, if required, within 24 hours.
10. List the instruments that are harder for your company to supply as loaners:
  - 1) \_\_\_\_\_
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_
  - 4) \_\_\_\_\_
  - 5) \_\_\_\_\_
11. Provide the contact information and include the standard operating procedure you would like used by FCPS for obtaining estimates and/or scheduling repair services/PMI.  
  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## II. EMPLOYEE QUALIFICATION AND TRAINING:

1. Do you sub-contract these repair services or perform with in-house employees?
2. If sub-contracted, list the name(s), contact information and service specialty(ies) and how long you have used their services.
3. If performed in-house, how many full time repair technicians are on your payroll at this location?
4. List their name(s), number of years' experience they have in music instrument repair, and education or certifications that qualify your technician(s) to perform this contract?

NAME	EDUCATION	# OF YEARS

## III. LICENSING AND INSURANCE:

1. Submit proof of registration as a Maryland business by including your license number or including a copy of the license.
2. Submit proof of insurance.

## IV. REFERENCES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V. VALUE ADDED SERVICES:**

What value added services can your company provide? For example, would you attend an in-service for teachers to discuss proper equipment preventive maintenance procedures? Etc.

**QUOTE 20Q1**  
**REPAIR SERVICES FOR MUSICAL INSTRUMENTS**  
**FORM OF PROPOSAL, PART 2**

1. Bidders are to complete the flat fee cost for each item in a category in order to be considered for award.
2. The flat fee cost per repair must include labor, parts and pick-up/delivery costs and is to be based on the stated hourly labor rate and percentage mark-up for that category.
3. The hourly labor rate may not change during the contract term and is subject to modification only at renewal.
4. The percentage mark-up for parts may not change during the life of the contract and is subject to verification.

INSTRUMENT CATEGORY I:	#	DESCRIPTION OF REPAIR	FLAT FEE \$	THE REPAIR COSTS SUBMITTED FOR THIS CATEGORY ARE BASED ON:	
PIANO TUNING AND REPAIR	1	Fine Tuning, Samick Studio	\$ _____	Hourly Labor Rate \$ _____      Cost Plus Mark-Up % _____	
	2	Partial Pitch Raise, Yamaha U1	\$ _____		
	3	Repin 16 Loose Hammer Flanges, Samick Studio	\$ _____		
	4	Pitch Raise To A-440 Standard Pitch, Kawai UST-9	\$ _____		
	5	Fine Tuning, Baldwin Grand	\$ _____		
	<b>GROUP TOTAL</b>				\$ _____
INSTRUMENT CATEGORY II:	#	DESCRIPTION OF REPAIR	FLAT FEE \$	THE REPAIR COSTS SUBMITTED FOR THIS CATEGORY ARE BASED ON:	
ELECTRONIC KEYBOARD/DIGITAL PIANO REPAIR	1	Fine Tuning, Yamaha DGX500	\$ _____	Hourly Labor Rate \$ _____      Cost Plus Mark-Up % _____	
	2	Repair Two Broken Keys, Yamaha NP30	\$ _____		
	3	Keyboard Switch Does Not Turn On, Roland RPL	\$ _____		
	4	One Note Stuck At Full Volume, Yamaha P85	\$ _____		
	5	Vacuum Lint, Roland FP-30	\$ _____		
	<b>GROUP TOTAL</b>				\$ _____
INSTRUMENT CATEGORY III:	#	DESCRIPTION OF REPAIR	FLAT FEE \$	THE REPAIR COSTS SUBMITTED FOR THIS CATEGORY ARE BASED ON:	
WIND INSTRUMENTS	1	Standard Overhaul, Including New Pads, Tension And Corks As Necessary, Tighten Loose Keys, Adjust Springs, Regulation, Selmer123F Oboe	\$ _____	Hourly Labor Rate \$ _____      Cost Plus Mark-Up % _____	
	2	Standard Overhaul. Disassemble And Repad, With Booster-Type Pads, Including Clean, Sterilize Buff And Polish Keys, Clean Body, Replace Neck Cork, Remove Minor Body Dents, Refit Tenons As Needed, Straighten Posts And Tone Holes, Level And Seat Pads, Tighten Loose Keys, Check Tone Holes And Relive As Necessary, Seat Pads, Adjust And Balance Mechanism Oil, Seal Adjustment And Pivot Screws. Plating Not Included. Bb Tenor Saxophone, Jupiter 687	\$ _____		
	3	Standard Overhaul. Disassemble And Repad, Including Clean, Sterilize Replace Key Corks Or Felts As Needed, Replace Head Joint Cork, Repair Minor Dents, Refit Tenons As Needed, Straighten Posts And Tone Holes, Level And Seat Pads, Adjust And Balance Mechanism, Tighten Loose Keys, Oil Seal Adjustment And Pivot Screws, Piccolo, Bundy	\$ _____		
	4	Replace Thumb Rest, 5 Pads, 1 Tendon Cork, 2 Key Corks, trill key; bent keys, Selmer Clarinet	\$ _____		
	5	Standard Overhaul, Disassemble And Repad, Including Clean, Sterilize, Buff And Polish Keys, Clean Body, Replace Key Corks Body, Replace Key Corks Or Felts As Needed, Check Tone Holes For Chips And Cracks, Refit Tenons As Needed, Level And Seat Pads, Adjust And Balance Mechanism Oil, Seal Adjustment And Pivot Screws. Bass Clarinet, Bundy	\$ _____		
	<b>GROUP TOTAL</b>				\$ _____

**QUOTE 20Q1**  
**REPAIR SERVICES FOR MUSICAL INSTRUMENTS**  
**FORM OF PROPOSAL, PART 2**

INSTRUMENT CATEGORY IV:	#	DESCRIPTION OF REPAIR	FLAT FEE \$	THE REPAIR COSTS SUBMITTED FOR THIS CATEGORY ARE BASED ON:		
STRING INSTRUMENTS	1	Reglue Fingerboard, clean instrument, adjust bridge, restring with new strings, Violin	\$ _____	Hourly Labor Rate \$ _____      Cost Plus Mark-Up % _____		
	2	Repair crack in top, replace bridge, adjust pegs, touch up varnish, Cello	\$ _____			
	3	Reset Soundpost, Bass Violin	\$ _____			
	4	Repair/replace Felt, Repair Cracks, Restring with new strings, Autoharp	\$ _____			
	5	Cut, fit and set new bridge, complete set-up, and tune. Stradivarius Junior Viola	\$ _____			
	<b>GROUP TOTAL</b>		<b>\$ _____</b>			
INSTRUMENT CATEGORY V:	#	DESCRIPTION OF REPAIR	FLAT FEE \$	THE REPAIR COSTS SUBMITTED FOR THIS CATEGORY ARE BASED ON:		
BRASS INSTRUMENTS		Overhaul. Remove Dents. Pull Clean, And Adjust Slides. Clean And Adjust Values, Repair Loose Or Missing Braces, Strip Old Finish, Buff, Clean, Relacquer, Rotor Refitting Or Replating Are Not Included In This Job. Trombone, Bundy Student Model	\$ _____	Hourly Labor Rate \$ _____      Cost Plus Mark-Up % _____		
	2	Straighten Bent Key And Rod, Reseat Pads, Replace 1 Pivot Screw, Adjust And Oil, Jupiter Tenor Sax	\$ _____			
	3	Replace Valve Felts, Clean Inside, Adjust, Yamaha Tuba	\$ _____			
	4	Overhaul. Remove Dents. Pull Clean, And Adjust Slides. Clean And Adjust Values, Repair Loose Or Missing Braces, Strip Old Finish, Buff, Clean, Relacquer, Rotor Refitting Or Replating Are Not Included In This Job. Olds Double French Horn	\$ _____			
	5	Overhaul. Strip Off Old Finish, Clean, Remove Dents, Polish And Lacquer. Pull, Clean, Adjust All Slides. Clean And Adjust Values. Repair Loose Or Missing Braces. Replating Of Values Is Not Included In This Job. Bundy Student Trumpet	\$ _____			
	<b>GROUP TOTAL</b>		<b>\$ _____</b>			
	INSTRUMENT CATEGORY VI:	#	DESCRIPTION OF REPAIR		FLAT FEE \$	THE REPAIR COSTS SUBMITTED FOR THIS CATEGORY ARE BASED ON:
	PERCUSSION INSTRUMENTS	1	Replace Four Heads, Remove Dents, Adjust Head And Pedal Tension, Set Of Four Ludwig LUS404FG Timpani		\$ _____	Hourly Labor Rate \$ _____      Cost Plus Mark-Up % _____
		2	Restring Pipe Suspension Cords, Check And Adjust Damper Pedal, Musser Symphonic Chimes M661C		\$ _____	
3		Clean And Wax Bars, Straighten Bent Posts, Replace 4.3 Octave Insulators, Check And Adjust Suspension Cords For Tightness, Musser M250 Marimba	\$ _____			
4		Replace And Fit 4 1/8" Head On Tunable Bongo Drum-2 Heads, Natural Skin, LP	\$ _____			
5		Replace Top And Bottom Heads. Clean, Lubricate Rims, Replace Snare, Adjust String Tension, Lubricate Tuning Rods, Ludwig 14" Snare Drum	\$ _____			
<b>GROUP TOTAL</b>		<b>\$ _____</b>				



**QUOTE 20Q1, REPAIR SERVICES FOR MISICAL INSTRUMENTS**

**SIGNATURE ACKNOWLEDGING QUOTE**

**Note: When submitting your quote, please use this page as a cover sheet.**

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 quote 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	_____

**FREDERICK COUNTY PUBLIC SCHOOLS**  
**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

**QUOTE 20Q1**  
**REPAIR SERVICES FOR MUSICAL INSTRUMENTS**

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: \_\_\_\_\_

# **FREDERICK COUNTY PUBLIC SCHOOLS**

## **CERTIFICATION OF COMPLIANCE**

### **QUOTE 20Q1**

#### **REPAIR SERVICES FOR MUSICAL INSTRUMENTS**

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\_\_\_\_\_

**QUOTE 20Q1**

**REPAIR SERVICES FOR MUSICAL INSTRUMENTS**

**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
<b>Conflict of Interest Disclosure</b>	
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