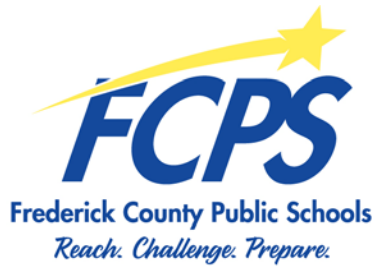


Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5116 phone
301-644-5213 fax



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

BID NUMBER/BID NAME: 20M1, Snow Removal Services

BID ISSUE DATE: August 6, 2020

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

BID CONTRACT ADMINISTRATOR: Larry Phillips, FMP, Custodial Services Manager, larry.phillips@fcps.org

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

PRE-BID DATE: 11:00 A.M., local time, August 18, 2020. (Attendance is encouraged, but not mandatory.)

PRE-BID LOCATION: Skype Meeting (240) 236-6172, 9065784# (FCPS), Conference ID: 9065784

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

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

BID DUE: 2:00 P.M., local time, on September 3, 2020.
Location: Skype Meeting (240) 236-6172, 9065784# (FCPS),
Conference ID: 9065784
Faxed or emailed bids are not acceptable.

SEALED BID DELIVERED TO: FCPS is accepting electronic bid submissions through ProcureNow Bidders can create a FREE account with ProcureNow by signing up at <http://secure.procurenow.com/signup>

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: September 23, 2020.

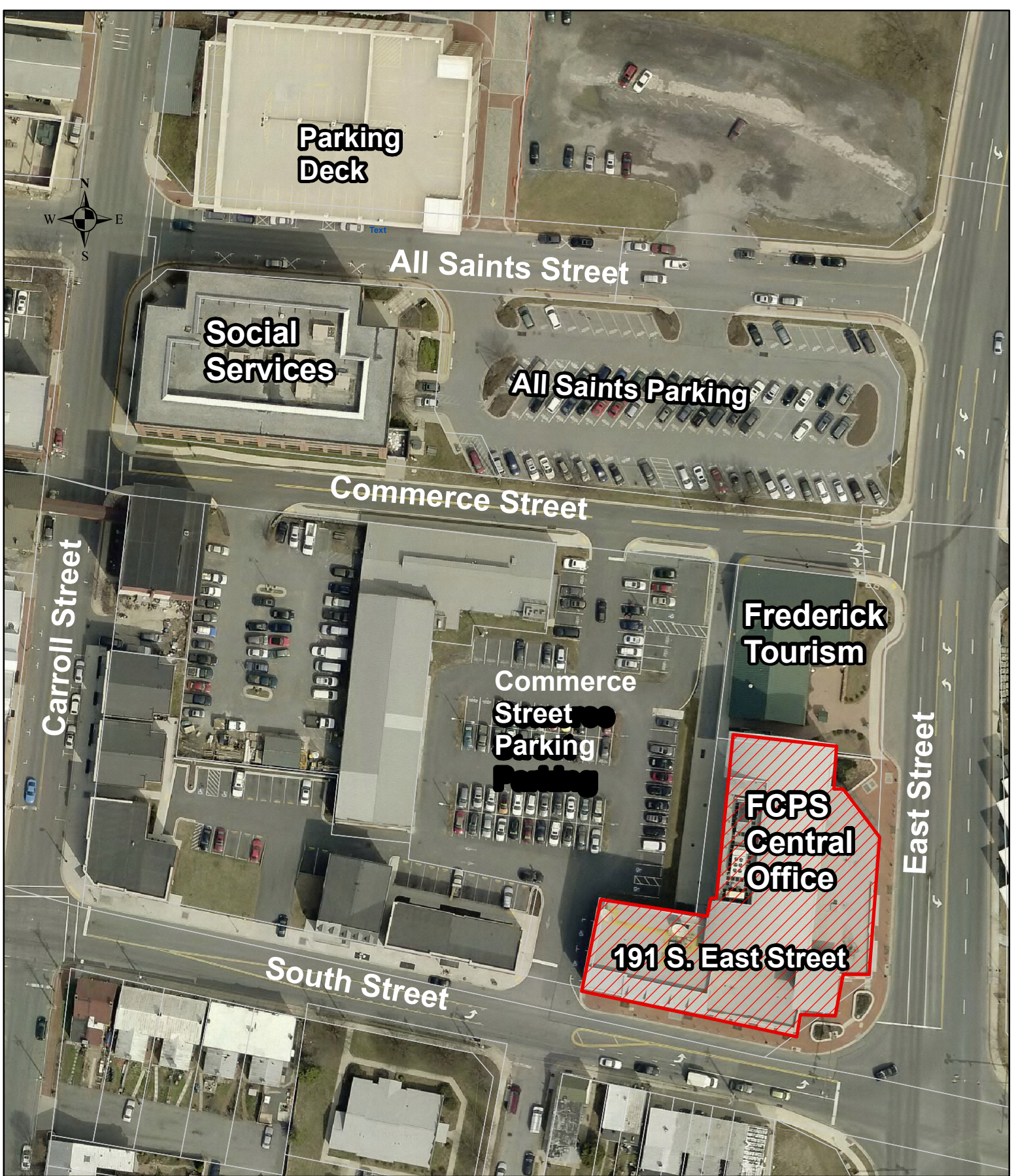
ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

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Frederick County Public Schools

191 S. East Street

THE SCHOOL YEAR AT A GLANCE

2020

August 31 (Monday)	First Day of School
September 7 (Monday)	Schools* and Offices Closed
September 25 (Friday)	Schools* Closed
September 28 (Monday)	Schools* Closed
October 2 (Friday)	2-Hour Early Dismissal for Students
October 16 (Friday)	Schools* Closed for Students
October 21 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 22 (Thursday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 23 (Friday)	3 ½-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open Full Day
November 3 (Tuesday)	Schools** Closed
November 9 (Monday)	Schools* Closed for Students
November 25 (Wednesday)	Schools* and Offices Closed
November 26-27 (Thursday-Friday)	Schools** and Offices Closed
December 11 (Friday)	2-Hour Early Dismissal for Students
December 24-25 (Thursday-Friday)	Schools** and Offices Closed
December 28-31 (Monday-Thursday)	Schools** Closed

2021

January 1 (Friday)	Schools** and Offices Closed
January 18 (Monday)	Schools** and Offices Closed
January 29 (Friday)	Schools* Closed for Students
February 15 (Monday)	Schools** and Offices Closed
March 3 (Wednesday)	2-Hour Early Dismissal for Students
March 29-31 (Monday-Wednesday)	Schools* Closed
April 1 (Thursday)	Schools* Closed
April 2-5 (Friday-Monday)	Schools** and Offices Closed
April 12 (Monday)	Schools* Closed for Students
May 18 (Tuesday)	2-Hour Early Dismissal for Students
May 31 (Monday)	Schools** and Offices Closed
June 22*** (Tuesday)	2-Hour Early Dismissal/Last Day of School for Students

*BOE Determined

**State Mandated (See page 40)

***This calendar includes 5 days for snow or other emergency closings. FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 16, 17, 18, 21, and 22. If no snow days are used, the last day for students is Tuesday, June 15. The June 2-hour early dismissal will occur on the last day of school for students. If some but not all days are needed, the school year will be shortened by the number of unused days to provide 180 days for students. Dates are subject to BOE revision.

Get Calendar Details:

www.fcps.org/calendar

Like us on Facebook: FCPS Maryland

Follow us on Twitter: @FCPSMaryland

Select FindOutFirst email calendar updates and emergency-closing text messages:

www.fcps.org/fof

See the Calendar Handbook months pages



FCPS Maryland



@FCPSMaryland



www.fcps.org/fof

All dates are subject to change, as the COVID-19 pandemic continues to impact educational programs and school operations during the 2020-2021 school year. The *Maryland Strong Roadmap to Recovery* and the Maryland State Department of Education's *Recovery Plan for Education* guide FCPS in determining responses that will best keep students and staff safe as we work to achieve our mission to reach, challenge and prepare all students for success. Please check www.fcps.org/update and monitor FCPS FindOutFirst messages for the newest information. ★

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek** ♦ 240-236-2500
Ms. Megan Stein, 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. Amber Madigan, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
8. **Glade** ♦♦ 240-236-2100
Mr. Stephen Raff, 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. **Kempstown** 240-236-3500
Ms. Kathryn Golightly, Principal
3456 Kempstown Church Road
Monrovia, MD 21770
Fax 240-236-3501
12. **Lewistown** ♦ 240-236-3750
Ms. Belinda Fockler, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
13. **Liberty** 240-236-1800
Ms. Jana Strohmeier, 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. Dana Austin, 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. Tracy Poquette, 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. Nicole Bell, 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
Dr. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Sugarloaf** 240-566-0500
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
28. **Thurmont** 240-236-0900
Grades 3-5
Ms. Debra O'Donnell, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901

29. **Thurmont Primary** ● 240-236-2800
Grades Pre-K-2
Dr. Michele Baisey, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
30. **Tuscarora** ● 240-566-0000
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
31. **Twin Ridge** ♦ 240-236-2300
Ms. Heather Hobbs Michael, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
32. **Urbana** ♦ 240-236-2200
Ms. Tracy Hilliard, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
33. **Valley** ● 240-236-3000
Ms. Jennifer Hyde, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
34. **Walkersville** ♦ 240-236-1000
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
35. **Waverley** ♦♦♦ 240-236-3900
Dr. Allie Watkins, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
36. **Whittier** ♦♦♦ 240-236-3100
Mr. Lorcán ÓEithir, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
37. **Wolfsville** 240-236-2250
Ms. Linda Stuart, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
38. **Yellow Springs** 240-236-1700
Ms. Susan Gullo, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

Middle (continued)

50. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
51. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquez, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

HIGH

52. **Brunswick** 240-236-8600
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
53. **Catoctin** 240-236-8100
Ms. Jennifer Clements, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
54. **Frederick** 240-236-7000
Dr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
55. **Governor Thomas Johnson** 240-236-8200
Ms. Tracey K. Kibler, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
56. **Linganore** 240-566-9700
Ms. Cynthia Hanlon, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
57. **Middletown** 240-236-7400
Mr. Bernard Quesada, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
58. **Oakdale** 240-566-9400
Ms. Lisa Smith, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
59. **Tuscarora** 240-236-6400
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401



KEY

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

MIDDLE

39. **Ballenger Creek** 240-236-5700
Mr. Jay Schill, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
40. **Brunswick** 240-236-5400
Mr. Everett Warren, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
41. **Crestwood** 240-566-9000
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
42. **Governor Thomas Johnson** 240-236-4900
Ms. Maggie Gilgallon, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
43. **Middletown** 240-236-4200
Mr. Paul Fer, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
44. **Monocacy** 240-236-4700
Mr. Reginald Gunter, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
45. **New Market** 240-236-4600
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
46. **Oakdale** 240-236-5500
Mr. Daniel Enck, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501
47. **Thurmont** 240-236-5100
Ms. Janine Smith, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
48. **Urbana** 240-566-9200
Mr. Andrew Kibler, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
49. **Walkersville** 240-236-4400
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401

60. **Urbana** 240-236-7600
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
61. **Walkersville** 240-236-7200
Dr. Stephanie Ware, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

OTHER

62. **Career and Technology Center** 240-236-8500
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
63. **Carroll Creek Montessori Public Charter School *** 240-566-0600
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
64. **Frederick Classical Charter School** 240-236-1200
Dr. Camille S. Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
65. **Frederick County Virtual School (includes Flexible Evening High School)** 240-236-8450
TBD, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
66. **Heather Ridge School** 240-236-8000
Ms. Elizabeth Stiffler, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
67. **Monocacy Valley Montessori Public Charter School *** 240-236-6100
Ms. Amy Dorman, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
68. **Rock Creek School** 240-236-8700
Ms. Katie Buckley, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

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
 - 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 .
- 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, 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.

1. 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

FCPS will receive bids for snow removal services beginning with the Fall/Winter 2020/2021 season on a time and materials basis. The sites requiring these services are included in this specification package.

2. CONTRACT PERIOD

The initial contract term shall be effective from the October 1, 2020 through September 30, 2021. The contract may be extended for three additional one-year terms from October 1, 2021 through September 30, 2022, October 1, 2022 through September 30, 2023, and October 1, 2023 through September 30, 2024, at the discretion of the Board of Education with all terms and conditions of the original contract remaining unchanged. Bidders automatically accept the possibility of contract renewal as a condition of award.

3. PRICING

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

4. CONTRACT TERMS

- a. Additional or separate charges for preparation or travel time between sites are not acceptable. All general and administrative charges are to be included in the labor rates. Minimum rates are not acceptable. Billing must be to the nearest half hour.
- b. Occasionally new sites are added to the contract. The contractor(s) receiving award of the cluster into which the new school is located will be assigned this site. The terms and conditions of this bid will apply to any new sites. Refer to Attachment 2 for list of school sites.
- c. FCPS also retains the right to remove a site from the contract at any time and for any reason.
- d. After the contract(s) has been awarded, all bidders will receive a notice of award or non-award. In addition to supplying insurance certificates to the Purchasing Department, the awarded vendor(s) is required to complete and return to the Operations Department a Contractor Acknowledgment Form for each site awarded (Attachment 1).

- e. As Contractors are liable for damages caused by them in executing the contract, the contractor is responsible for leaving a written notice noting obvious damage prior to departing the premises or within 24 hours after.
- f. If circumstances warrant a contractor breaking the contract (i.e., retirement, illness) the Contract Manager should be notified as soon as possible. Also, the contractor is requested to find a qualified substitute who carries insurance in the amounts required and who could take over their contract at the prices bid. If circumstances are unwarranted, the contractor may be required to pay the difference between the contracted cost and the new cost for the remainder of the contract term(s). Unwarranted cancellation of a contract will jeopardize future business with that vendor.
- g. If school personnel request you to perform services beyond the original scope of this bid, you must contact the Operations Department immediately to obtain approval prior to performing this service. Unauthorized services will not be paid. While it is essential that you work cooperatively with the school principals and custodians, we recognize that in order to minimize expenses some compromises are necessary. Our Operations Department is available to assist you in working through difficult situations that may occasionally arise with school personnel.
- h. Vendors must be able to be contacted during a weather event. Contact may be provided by pager, cell phone, landline and/or a back-up person that can reach the vendor. Answering machines do not meet this requirement.
- i. FCPS is not obligated to any purchase quantity or dollar amount under this contract.

5. BIDS FOR ALL OR PART

In addition to the base bid for award by school cluster proposal (1A/2A), alternate bids are being requested for award of all sites in the aggregate to one vendor proposal (1B/2B) and for a split award by geographic area to two vendors proposal (1C/2C). The reason for considering alternate bids is to minimize FCPS contract administration costs and to maximize cost savings. Lump sum proposals or prepayment terms will NOT be considered.

6. SITE VISITS PRIOR TO BIDDING AND POST AWARD

- a. Bidders are encouraged to familiarize themselves with the sites on which they enter bids. Although pre-bid site visits are not mandatory, increases in prices after the opening of bids shall not be acceptable as a result of not becoming familiar with the site conditions. A directory of school sites is enclosed in this bid package.
- b. The awarded vendor(s) will be provided with a roster of custodians and their direct phone numbers. It is mandatory that the awarded vendor(s) meet with the schools' lead custodians or principals to discuss the areas to be maintained, and to acknowledge specific site conditions and schedule of activities (i.e. site may be used after hours by church organizations, child care agencies, and the like) that may impact the scheduling of snow removal. The vendor(s) receiving award must complete the Contractor Acknowledgement Form (Attachment 1) for every school.

7. INVOICING COMPLETION

- a. The Operations Department will issue one purchase order to each awarded contractor covering the entire season. Each purchase order will include a beginning date, an ending date, and a maximum total purchase dollar value based on bid pricing. Approval to exceed the maximum dollar value of the purchase order requires pre-approval to the contractor from the Operations Department.
- b. Snow Removal Receiving Reports will no longer be used. The Lead Custodian or a school administrator will verify that the service was performed and notify the Operations Department of any issues or damage. FCPS retains the right to utilize security cameras installed at the schools to verify the

time of arrival and departure of snow removal contractors. Intentional falsification of invoices will be grounds for termination of contract.

- c. Contractors shall provide a separate invoice for each school and should only bill twice a month, from the 1st of the month to the 15th and the 16th through the end of the month.
- d. Invoices will be paid within 30 days of the invoice date. Invoices that are backdated to the date of service will be returned for correction.
- e. Invoices must include the following information, or they will be returned and payment will be delayed:
 - Purchase order number
 - School name
 - Date(s) of service and the arrival and departure times.
 - Rate per hour to the nearest ½ hour per type of equipment, for snow removal service.
 - 1.) number of hours in operation for each type of equipment (state each separately).
 - 2.) total dollar cost for each type of equipment.
 - Price per pound of de-icer only; labor will not be paid for the application of de-icer.
 - 1.) number of pounds used;
 - 2.) total dollar cost for de-icer.
 - Some form of verification of the amount of de-icer used may be required prior to approval of invoice for payment.
- f. Invoices are to be mailed or emailed to:
Accounts Payable Office
Accounts.payable@fcps.org
Frederick County Public Schools
191 South East Street
Frederick, MD 21701
- g. Questions regarding payment status should be made directly to Accounts Payable, Christie Williams, Manager, 301.644.5049.

8. BONDS AND INSURANCE

- a. Neither bid bonds nor performance bonds are required. However, a copy of your company's last audited tax return and/or a letter of financial good standing from your bank or a bonding company may be requested to determine your company's financial stability.
- b. Insurance coverage in the amounts listed in the General Conditions is required to be in effect during the life of this contract.
- c. Insurance for this contract must now include coverage for fluid leaks. Successful contractors should contact your insurance provider when they receive the Notice of Award to make sure this coverage is either included in their general liability or added as a special endorsement. Failure to do so will not relieve the contractor of responsibility for any and all repairs and emergency Hazmat clean up charges related to any type of fluid spill.
- d. A contractor utilizing sub-contractors is responsible for either including the sub-contractors under their policy or requiring that the subcontractors have their own coverage and give FCPS evidence of such coverage. The cost of this coverage must be taken into account when calculating overhead costs. Insurance requirements are listed in the General Conditions.
- e. Failure to provide the final certificate of insurance will result in the re-award of the contract to the next lowest and responsible bidder.

9. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The submitted Proposal is to include the following forms completed:
 - i. Signature Page
 - ii. Statutory Affidavit and Non-Collusion Certification
 - iii. Certification of Compliance
 - iv. Forms of Proposal 1A and 2A, and/or Alternate Proposals 1B and 2B and/or 1C and 2C
 - v. Supporting documents, as requested.
- c. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates. Separate labor charges for the application of de-icer will no longer be paid.

10. EVALUATION CRITERIA AND AWARD

- a. The process for determining which vendor(s) to consider for award may take the form of either a supplemental questionnaire or interview, and includes appraisals of various aspects of the supplier's business including capacity, financial stability, quality assurance, organizational structure and processes, and performance. This information includes responses to the Form(s) of Proposal.
- b. In addition to the base bid for award by school cluster proposal (1A/2A), alternate bids are being requested for award of all sites in the aggregate to one vendor proposal (1B/2B) and for a split award by geographic area to two vendors proposal (1C/2C). The reason for considering alternate bids is to minimize FCPS contract administration costs and to maximize potential cost savings. Lump sum proposals or prepayment terms will NOT be considered.
- c. Based on the information obtained via the evaluation, and in consideration of what is in the best interest of the FCPS, one or more vendors will be selected and sites of award assigned by mutual agreement.
- d. Incomplete or missing responses, or responses that do not follow the required format, including extraneous marketing materials or irrelevant information, will negatively affect the evaluation of a vendor.

11. AWARDED VENDOR'S PERFORMANCE EVALUATION

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
 - i. Delivery
 - ii. Response time
 - iii. Backorders
 - iv. Quality of deliverables
 - v. Invoicing
 - vi. Sales data (Contract data, non-contract data)
 - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding

document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.

- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

12. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

a. Worker's Compensation

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

b. Employers' Liability Insurance

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

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

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

c. Commercial General Liability Insurance

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

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

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

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

d. Scope of Insurance and Special Hazards

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

e. Comprehensive Automobile Liability

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

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

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to 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.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

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

i. Additional Insured

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

13. INSPECTION OF SITES

All visitors must report to and register in the main office if work is accomplished during normal school hours. Each bidder should visit the site(s) and become informed fully as to the condition under which the work is to be done. Failure to do so will not relieve a successful bidder of their obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.

14. PROTECTION OF WORK AND PROPERTY

- a. The awarded vendor(s) 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. The vendor will notify the Contract Administrator of their actions as soon as possible.
- b. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies, applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.

15. SPECIFIC PERFORMANCE REQUIREMENTS

- a. **PLEASE DO NOT:**
 - Block sidewalks
 - close/block handicap ramps or access
 - block fire hydrants
 - use or take up parking spaces at any time at any school site — YOU MUST move snow and ice as far away as possible to allow for maximum parking.
 - perform services or use materials in areas that are obviously the responsibility of the school; do not remove snow or de-ice on weekends unless necessary for school opening the following school day.
- b. **PLEASE DO:**
 - Meet with the lead custodian and/or school principal to discuss removal priorities and inspect the awarded sites prior to removal of first snow especially if snow stakes have not been installed by the end of October.
 - Maintain all equipment used to execute the contract in satisfactory and safe operating condition
 - Spread de-icing material on parking lots to keep them from freezing. We retain the right to compare salt usage for the same weather event among different sites and/or contractors. Distribution of excessive amounts of salt or documenting of excessive labor hours are subject to negotiation and may result in reductions in payment from submitted invoices. If a contractor continues to over-salt or over-bill, FCPS will consider this a failure to perform.
 - Remove snow as early in the morning as possible, before school starts to prevent icing.
 - Use common sense when relocating snow and ice from parking areas. Remember if there is an emergency at any FCPS site, access for emergency vehicles is critical.
 - Request snow stakes be installed by the school if they have not been installed prior to weather events — if they have not, please contact the school principal or Larry Phillips at phone (301) 644-5179, facsimile on (301) 644-5109, or email to Larry.Phillips@fcps.org.
 - Report damages as soon as practical to the lead custodian/school administration/contract administrator; damages that are obviously the fault of the contractor's employees but are not repaired will be deducted from a subsequent payment to the contractor.
 - Pay special attention to areas that are prone to re-freeze.
 - Obtain information on the individual school's calendar for building use and fuel deliveries during all holidays. Snow removal services during the holiday are dependent upon this information. Contractor must coordinate this information with building administrator at least one week prior to a holiday and throughout the break, as necessary.
 - **Submit invoices to the Accounts Payable Office within 30 calendar days of the performed service. Invoices that are not received within 30 calendar days of service will have a 1% penalty deducted from the invoice payment. This penalty will not be subject to negotiation or reimbursement.**
 - Vendors should plow only under the direction of the FCPS Custodian or Operations staff. Other groups using FCPS buildings after hours and on weekends do not have authority to authorize snow plowing of FCPS property. However, FCPS will continue to provide snow removal services for outside user groups, including churches, county sponsored recreation centers and the like.

- c. The timing of snow removal is:
- 1) If schools are on a normal schedule:
 - Elementary Schools where child care program is operating (start time is 6:30 a.m.). Consult your schools for specific start times and the presence of a child care program.
 - Central Office opens at 6:00 a.m.
 - High School (start time is 7:30 a.m. for most schools);
 - Middle School (start time is 8:00 a.m. for most schools);
 - Other Elementary Schools (start time is 8:30 or 9:00 a.m. for most schools). If there is a delay in opening time, the same order as noted above should be followed.
 - 2) If school is cancelled, but offices and school administrators are required to report, the same as noted above should be followed. It is imperative that an open land and parking areas for school administrative staff be plowed on such occasions, since staff will be reporting. Administrative buildings are normally are staffed as early as 6:00 to 6:30 am.
 - 3) If schools and/or offices are closed completely, any order of removal is acceptable. Discretion should be used as to when to remove snow/ice. It is imperative to have schools and offices open on time for the next working day, but they should not be cleared too early and thus unnecessarily require subsequent removal in order to prepare for opening.
- d. The order of removal at a site is:
- driveways and bus loading and unloading areas;
 - parking lots;
 - fuel oil tank areas
 - playgrounds, if applicable – (de-icing material will not be applied to playgrounds).
 - sidewalk removal - this service will be performed only if you are requested to do so by Larry Phillips. You may not perform this service if requested by a school.
- e. Contractors are responsible for keeping updated during storms. Decisions are made by 5:30 a.m. for morning closings and delays and, whenever possible, by 11:30 a.m. for early closings. Occasionally, only portions of the school system will be closed or delayed. Announcements may include the term “feeder” along with the name of a high school. This means that all the schools that matriculate or “feed” into that high school are affected.
- f. Occasionally, inclement weather or other safety or health conditions require us to close or delay all or some schools. This decision involves careful evaluation of a variety of factors in a compressed time period. Whenever possible, decisions are made by 5 a.m. for morning closings and delays and by 10 a.m. for early closings. See Regulation 400-2. FCPS does not routinely announce that schools are open or operating on schedule.
- g. FCPS notifies about 30 local and regional TV and radio stations plus our own media outlets. It is not possible to guarantee that the news media will announce this information promptly or accurately. For the fastest, most reliable information, check the following:
- Internet/Phone: www.fcps.org
 - Sign up for FindOutFirst email and
 - Emergency-only phone text messages.
 - Facebook: [FCPSMaryland](https://www.facebook.com/FCPSMaryland)
 - Twitter: [@FCPSMaryland](https://twitter.com/FCPSMaryland)
 - Television: Cable Channel 18 (Frederick area)
 - Mobile App: FCPS, free via Google play or
 - App Store

**FREDERICK COUNTY PUBLIC SCHOOLS
OPERATIONS DEPARTMENT
7446 HAYWARD ROAD
FREDERICK, MD 21702**

**BID 21M1, SNOW REMOVAL SERVICES
CONTRACTOR ACKNOWLEDGEMENT FORM**

THIS FORM MUST BE COMPLETED AFTER AWARD OF CONTRACT

TO BE COMPLETED BY THE CONTRACTOR & SCHOOL PERSONNEL

DATE: _____ BUILDING/SCHOOL NAME: _____

We acknowledge meeting between Contractor & FCPS employee to review school site conditions and expectations for snow removal.

CONTRACTOR OR COMPANY NAME COMPLETING SITE INSPECTION:

NAME OF CONTRACTOR'S EMPLOYEE: (Please print) _____

SIGNATURE OF EMPLOYEE:

NAME OF FCPS EMPLOYEE: (Please print) _____

SIGNATURE OF FCPS EMPLOYEE:

NOTES:

Return To: Larry Phillips – Contract Administrator, Operations Dept. (Secretary, Patty Jae) by fax to 301.644.5109 or by email to: larry.phillips@fcps.org or patricia.jae@fcps.org

SIGNATURE:

(Larry Phillips)

<u>CLUSTER</u>	<u>AREA</u>	<u>SCHOOL</u>	<u>SITE CONDITION COMMENTS</u>
1	BRUNSWICK	Brunswick Elem.	
1	BRUNSWICK	Brunswick High	
1	BRUNSWICK	Brunswick Middle	
1	BRUNSWICK	Valley Elementary	Includes adjacent bus lot
2	CATOCTIN	Catoctin High	
2	CATOCTIN	Emmitsburg Elem.	
2	CATOCTIN	Lewistown Elem.	
2	CATOCTIN	Sabillasville Elem.	
2	CATOCTIN	Thurmont Elem.	
2	CATOCTIN	Thurmont Middle	
2	CATOCTIN	Thurmont Primary	
3	CENTER CITY	Ballenger Creek Elem.	
3	CENTER CITY	Ballenger Creek Middle	
3	CENTER CITY	Carroll Manor Elem.	
3	CENTER CITY	Lincoln Elem. A Bldg.	Includes sidewalks
3	CENTER CITY	Lincoln Elem./ ESSL Planetarium	Includes parking lot on west side of planetarium building and the blacktopped parking area in construction zone.
3	CENTER CITY	Orchard Grove Elem.	
3	CENTER CITY	Tuscarora Elem.	
3	CENTER CITY	Tuscarora High	
4	FREDERICK	Crestwood Middle	
4	FREDERICK	Frederick High	
4	FREDERICK	Hillcrest Elem.	
4	FREDERICK	Butterfly Ridge Elementary	
4	FREDERICK	Parkway Elem.	
4	FREDERICK	West Frederick Middle	
5	TJ	Career Tech Center	All parking lots
5	TJ	Gov. T.J. High	
5	TJ	Gov. T.J. Middle	
5	TJ	Heather Ridge	
5	TJ	North Frederick Elem.	
5	TJ	Rock Creek Center	New building being constructed behind Walkersville MS, this facility will be moved to cluster 10 beginning Fall '21. Existing building will be vacated Summer '21, demolition scheduled afterwards and site work will begin in preparation for building of new Waverly ES.
5	TJ	Waverley Elem.	New building will be constructed on existing site. Layout will change and parking lots in use while new building is under construction will need service. Projected move into new building is Fall '22/'23.

<u>CLUSTER</u>	<u>AREA</u>	<u>SCHOOL</u>	<u>SITE CONDITION COMMENTS</u>
6	HAYWARD	Administration Bldg. @ 7630 Hayward Road	Gravel lot only
6	HAYWARD	Central Office @ 191 South East Street	Alley behind building and leased lot between West All Saints and Commerce Street, and sidewalks fronting East Street and South Street
6	HAYWARD	Monocacy Elem.	
6	HAYWARD	Monocacy Middle	
6	HAYWARD	Warehouse Facility @ 33 Thomas Johnson Drive	
6	HAYWARD	Whittier Elem.	
6	HAYWARD	Yellow Springs Elem.	
7	LINGANORE	Blue Heron Elem. -- New school	Blue Heron Elem. is currently under construction and scheduled to open in Fall '21, this buidling is located off of Gas House Pike.
7	LINGANORE	Deer Crossing Elem.	
7	LINGANORE	Linganore High	Includes fuel depot.
7	LINGANORE	New Market Elem.	
7	LINGANORE	New Market Middle	
7	LINGANORE	Oakdale Elem.	
7	LINGANORE	Oakdale High	
7	LINGANORE	Oakdale Middle	
7	LINGANORE	Spring Ridge Elem.	
7	LINGANORE	Twin Ridge Elementary	
8	MIDDLETOWN	Middletown Elem.	
8	MIDDLETOWN	Middletown High	
8	MIDDLETOWN	Middletown Middle	
8	MIDDLETOWN	Middletown Primary	
8	MIDDLETOWN	Myersville Elem.	
8	MIDDLETOWN	Wolfsville Elem.	
9	URBANA	Centerville Elem.	
9	URBANA	Green Valley Elem.	
9	URBANA	Kemptown Elem.	
9	URBANA	Urbana Elem. -- New building	Opening Fall '20, layout changed from previous building
9	URBANA	Sugerloaf Elementary	
9	URBANA	Urbana High	
9	URBANA	Urbana Middle	
9	URBANA	Windsor Knolls Middle	

<u>CLUSTER</u>	<u>AREA</u>	<u>SCHOOL</u>	<u>SITE CONDITION COMMENTS</u>
10	WALKERSVILLE	Glade Elementary	
10	WALKERSVILLE	Liberty Elem.	
10	WALKERSVILLE	New Midway Elem.	
10	WALKERSVILLE	Old Walkersville Library -- new site	This site is located beside Walkersville MS. And includes site parking lot and sidewalks.
10	WALKERSVILLE	Walkersville B Bldg., Staff Development Center	
10	WALKERSVILLE	Walkersville Elem.	
10	WALKERSVILLE	Walkersville High	
10	WALKERSVILLE	Walkersville Middle -- parking modifications	The parking lot is being reconfigured, projected completion Fall '20. The site will house the new Rock Creek School which will be added to cluster 10 in Fall '21.
10	WALKERSVILLE	Woodsboro Elem.	

BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 1A--AWARD BY CLUSTER

We agree to furnish labor, equipment, materials and supervision to Frederick County Public Schools, Frederick, MD, in accordance with the specifications enclosed, for the prices as listed and for the sites indicated:

A. SNOW REMOVAL (Complete hourly charge for equipment and labor). Attach a statement about how you will keep track of arrival and departure times for verification prior to payment of an invoice.

List price per hour for all equipment types that will be available for this contract.

	<u>Price per hour*</u>
1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____
6.	\$ _____
7.	\$ _____
8.	\$ _____
9.	\$ _____

* Higher rates will not be paid for rented equipment.

B. OFF-SITE SNOW HAULING - Complete hourly charge for equipment and labor to haul
(At FCPS Request Only)

Single Axle Dump	\$ _____
Tandem Dump	\$ _____
Tri-axle Dump	\$ _____

C. DE-ICING (Cost of salt per pound with labor cost for spreading included in this rate; separate labor charges for application of salt will not be paid). Attach a statement about how you will keep track of the amount of de-icer used for verification prior to payment of an invoice.

Cost of salt: \$ _____/per pound.

D. SIDEWALK CLEARING:
(At FCPS Request Only)

1. Complete hourly charge for snowblower and labor	\$ _____
2. Complete hourly charge for small Bobcat and labor	\$ _____
3. Complete hourly charge for person with shovel	\$ _____
4. Salt \$ _____/per pound	

BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 1A--AWARD BY CLUSTER

E. Indicate the MAXIMUM number of individual sites that you could accept for award: _____

Prioritize the clusters in the order which you PREFER to receive award. Please note that final award may is not guaranteed to be in this order, but we will attempt to accommodate your request.

PRIORITY 1 TO 4 PRIORITY 5 TO 8 PRIORITY 9 AND 10

1. _____	5. _____	9. _____
2. _____	6. _____	10. _____
3. _____	7. _____	
4. _____	8. _____	

F. Please list the names of a PRIMARY and SECONDARY Contact person at your location and numbers at which they can be reached at night and early morning hours during a snow/ice event: _____

G. SUBCONTRACTORS TO BE USED: For Example: IF NONE, STATE "NOT APPLICABLE" or "ONLY IF AWARDED ALL CLUSTERS IN THE AGGREGATE", etc.

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Email address</u>	<u>Cell Number</u>	<u>Sites to be Subcontracted</u>
1) _____					
2) _____					
3) _____					

H. Please provide three commercial references for clients other than FCPS:

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Email address</u>	<u>Cell Number</u>
1) _____				
2) _____				
3) _____				

I. INSURANCE COVERAGE AND FINANCIAL STATUS:

1. Do you carry the required insurance outlined in the bid? ___Yes or ___No
2. If you have subs, will you cover them with your insurance? ___Yes or ___No
3. If you will not cover the subs with your insurance do you guarantee that they can provide proof of their coverage?
4. Are you willing to provide a tax return for 2019 or a statement from your business bank attesting to your company's financial stability? ___Yes or ___No

BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 1B--AGGREGATE AWARD

We agree to furnish labor, equipment, materials and supervision to the Frederick County Public Schools, Frederick, MD, in accordance with the specifications enclosed, for the prices as listed and for the sites indicated:

A. SNOW REMOVAL (Complete hourly charge for equipment and labor). Attach a statement about how you will keep track of arrival and departure times for verification prior to payment of an invoice.

List price per hour for all equipment types that will be available for this contract.

	<u>Price per hour*</u>
1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____
6.	\$ _____
7.	\$ _____
8.	\$ _____
9.	\$ _____

* Higher rates will not be paid for rented equipment.

B. OFF-SITE SNOW HAULING - Complete hourly charge for equipment and labor to haul offsite:

(At FCPS Request Only)

Single Axle Dump	\$ _____
Tandem Dump	\$ _____
Tri-axle Dump	\$ _____

C. DE-ICING (Cost of salt per pound with labor cost for spreading included in this rate; separate labor charges for application of salt will not be paid). Attach a statement about how you will keep track of the amount of de-icer used for verification prior to payment of an invoice.

Cost of salt: \$ _____/per pound.

D. SIDEWALK CLEARING:

(At FCPS Request Only)

1. Complete hourly charge for snowblower and labor	\$ _____
2. Complete hourly charge for small Bobcat and labor	\$ _____
3. Complete hourly charge for person with shovel	\$ _____
4. Salt \$ _____/per pound	

E. Please list the names of a PRIMARY and SECONDARY Contact person at your location and numbers at which they can be reached at night and early morning hours during a snow/ice event:

BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 1B--AGGREGATE AWARD

F. SUBCONTRACTORS TO BE USED: For Example: IF NONE, STATE "NOT APPLICABLE"

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Email address</u>	<u>Cell Number</u>	<u>Sites to be Subcontracted</u>
1)					
2)					
3)					
4)					
5)					
6)					

G. Please provide three commercial references for clients other than FCPS:

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Email address</u>	<u>Cell Number</u>
1)				
2)				
3)				

H. INSURANCE COVERAGE AND FINANCIAL STATUS:

1. Do you carry the required insurance outlined in the bid? ___Yes or ___No
2. If you have subs, will you cover them with your insurance? ___Yes or ___No
3. If you will not cover the subs with your insurance do you guarantee that they can provide proof of their coverage?
4. Are you willing to provide a tax return for 2019 or a statement from your business bank attesting to your company's financial stability?___Yes or ___No

BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 1C--SPLIT AWARD

We agree to furnish labor, equipment, materials and supervision to the Frederick County Public Schools, Frederick, MD, in accordance with the specifications enclosed, for the prices as listed and for the sites indicated:

A. SNOW REMOVAL (Complete hourly charge for equipment and labor). Attach a statement about how you will keep track of arrival and departure times for verification prior to payment of an invoice.

List price per hour for all equipment types that will be available for this contract.

	<u>Price per hour*</u>
1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____
6.	\$ _____
7.	\$ _____
8.	\$ _____
9.	\$ _____

* Higher rates will not be paid for rented equipment.

B. OFF-SITE SNOW HAULING - Complete hourly charge for equipment and labor to haul offsite:

(At FCPS Request Only)

Single Axle Dump	\$ _____
Tandem Dump	\$ _____
Tri-axle Dump	\$ _____

C. DE-ICING (Cost of salt per pound with labor cost for spreading included in this rate; separate labor charges for application of salt will not e paid). Attach a statement about how you will keep track of the amount of de-icer used for verification prior to payment of an invoice.

Cost of salt: \$ _____/per pound.

D. SIDEWALK CLEARING:

(At FCPS Request Only)

1. Complete hourly charge for snowblower and labor	\$ _____
2. Complete hourly charge for small Bobcat and labor	\$ _____
3. Complete hourly charge for person with shovel	\$ _____
4. Salt \$ _____/per pound	

E. How would you propose to split award of the school system sites between two vendors. Please note that FCPS will not recommend award until both potential awardees agree to the cluster assignments.

**BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 1C--SPLIT AWARD**

F. Please list the names of a PRIMARY and SECONDARY Contact person at your location and numbers at which they can be reached at night and early morning hours during a snow/ice event:

G. SUBCONTRACTORS TO BE USED: For Example: IF NONE, STATE "NOT APPLICABLE" or "ONLY IF AWARDED ALL CLUSTERS IN THE AGGREGATE", etc.

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Email address</u>	<u>Cell Number</u>	<u>Sites to be Subcontracted</u>
1)					
2)					
3)					
4)					
5)					
6)					

H. Please provide three commercial references for clients other than FCPS:

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Email address</u>	<u>Cell Number</u>
1)				
2)				
3)				

I. INSURANCE COVERAGE AND FINANCIAL STATUS:

1. Do you carry the required insurance outlined in the bid? ___Yes or ___No
2. If you have subs, will you cover them with your insurance? ___Yes or ___No
3. If you will not cover the subs with your insurance do you guarantee that they can provide proof of their coverage?
4. Are you willing to provide a tax return for 2019 or a statement from your business bank attesting to your company's financial stability?___Yes or ___No

**BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 2A -- CLUSTER AWARD**

<u>SAMPLE BID TABULATION: TO BE COMPLETED BY BIDDER</u>	BALLENGER CREEK ELEMENTARY			CRESTWOOD MIDDLE			URBANA HIGH			GOV. TJ HIGH		
	SNOW, Less than 4", 20 degrees or above, heavy, wet snow, mid-afternoon			SNOW, 4-8", hovering at zero, heavy wet snow, begins in early morning hours and continues through the day			SNOW, 8-12", 0-20 degrees, fluffy snow, begins early evening and ends by dawn			DE-ICING ONLY, 20-25 degrees		
	PRICE PER HR	# OF HOURS	TOTAL \$	PRICE PER HOUR	# OF HOURS	TOTAL \$	PRICE PER HR	# OF HOURS	TOTAL \$	PRICE PER HR	# OF HOURS	TOTAL \$
PICK UP OR TRACTOR WITH BLADE OR EQUIVALENT										X	X	X
FRONT END LOADER OR EQUIVALENT										X	X	X
WHEEL LOADER OR EQUIVALENT										X	X	X
	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$
DE-ICING	\$			\$			\$			\$		
GRAND TOTAL:												

BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 2B --AGGREGATE AWARD

<u>SAMPLE BID TABULATION:</u> <u>TO BE COMPLETED BY</u> <u>BIDDER</u>	BALLENGER CREEK ELEMENTARY			CRESTWOOD MIDDLE			URBANA HIGH			GOV. TJ HIGH		
	SNOW, Less than 4", 20 degrees or above, heavy, wet snow, mid-afternoon			SNOW, 4-8", hovering at zero, heavy wet snow, begins in early morning hours and continues through the day			SNOW, 8-12", 0-20 degrees, fluffy snow, begins early evening and ends by dawn			DE-ICING ONLY, 20-25 degrees		
	PRICE PER HR	# OF HOURS	TOTAL \$	PRICE PER HOUR	# OF HOURS	TOTAL \$	PRICE PER HR	# OF HOURS	TOTAL \$	PRICE PER HR	# OF HOURS	TOTAL \$
PICK UP OR TRACTOR WITH BLADE OR EQUIVALENT										X	X	X
FRONT END LOADER OR EQUIVALENT										X	X	X
WHEEL LOADER OR EQUIVALENT										X	X	X
	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$
DE-ICING	\$			\$			\$			\$		
GRAND TOTAL:												

**BID 21M1, SNOW REMOVAL SERVICES
FORM OF PROPOSAL, PART 2C --SPLIT AWARD**

<u>SAMPLE BID TABULATION: TO BE COMPLETED BY BIDDER</u>	BALLENGER CREEK ELEMENTARY			CRESTWOOD MIDDLE			URBANA HIGH			GOV. TJ HIGH		
	SNOW, Less than 4", 20 degrees or above, heavy, wet snow, mid-afternoon			SNOW, 4-8", hovering at zero, heavy wet snow, begins in early morning hours and continues through the day			SNOW, 8-12", 0-20 degrees, fluffy snow, begins early evening and ends by dawn			DE-ICING ONLY, 20-25 degrees		
	PRICE PER HR	# OF HOURS	TOTAL \$	PRICE PER HOUR	# OF HOURS	TOTAL \$	PRICE PER HR	# OF HOURS	TOTAL \$	PRICE PER HR	# OF HOURS	TOTAL \$
PICK UP OR TRACTOR WITH BLADE OR EQUIVALENT										X	X	X
FRONT END LOADER OR EQUIVALENT										X	X	X
WHEEL LOADER OR EQUIVALENT										X	X	X
	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$	PRICE PER LB.	# OF LBS.	TOTAL \$
DE-ICING	\$			\$			\$			\$		
GRAND TOTAL:												

BID 21M1, SNOW REMOVAL SERVICES

SIGNATURE ACKNOWLEDGING PROPOSAL

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

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

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

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

BID 21M1, SNOW REMOVAL SERVICES

FREDERICK COUNTY PUBLIC SCHOOLS

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

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

☐ required to be completed and notarized.

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

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation)
_____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

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

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

(you may attach an explanation if necessary)

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

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

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

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

() Corporation

() Partnership

() Individual

() Other

If required to be notarized:

(Witness)

(Title)

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

NOTARY PUBLIC

My Commission Expires: _____

FREDERICK COUNTY PUBLIC SCHOOLS

CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
 - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
 - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

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

7. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

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

Signature_____Date_____

Print name and title of
signatory_____

Print name of
company_____

Vendor Conflict of Interest Disclosure Form

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

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

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

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

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

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

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

Signature of Vendor Authorized Representative/Date

Printed Name of Vendor Authorized Representative