

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



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

PROPOSAL NUMBER/NAME: 21MISC2, Playground Design Build Services and Bulk EWF Mulch Supply

PROPOSAL ISSUE DATE: September 16, 2020

PROPOSAL CONTRACT MANAGER: Bill Meekins, Purchasing Agent, willis.meekins@fcps.org

PROPOSAL CONTRACT ADMINISTRATOR: Tom Mulligan, Project Manager III, Capital Program, thomas.mulligan@fcps.org, Jamie Hitchner, Curriculum Specialist, Elementary Physical Education and Health, james.hitchner@fcps.org, Jim McKeever, Grounds Supervisor, Maintenance, james.mckeever@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on October 8, 2020. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

PRE-PROPOSAL DATE: 11:00 A.M., local time, September 30, 2020. (Attendance is encouraged, but not mandatory.)

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

OBTAINING PROPOSAL 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

PROPOSAL DUE: 2:00 P.M., local time, on October 15, 2020.
Location: Skype Meeting (240) 236-6172, 9065784# (FCPS),
Conference ID: 9065784
Faxed or emailed bids are not acceptable.

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

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: November 11, 2020.

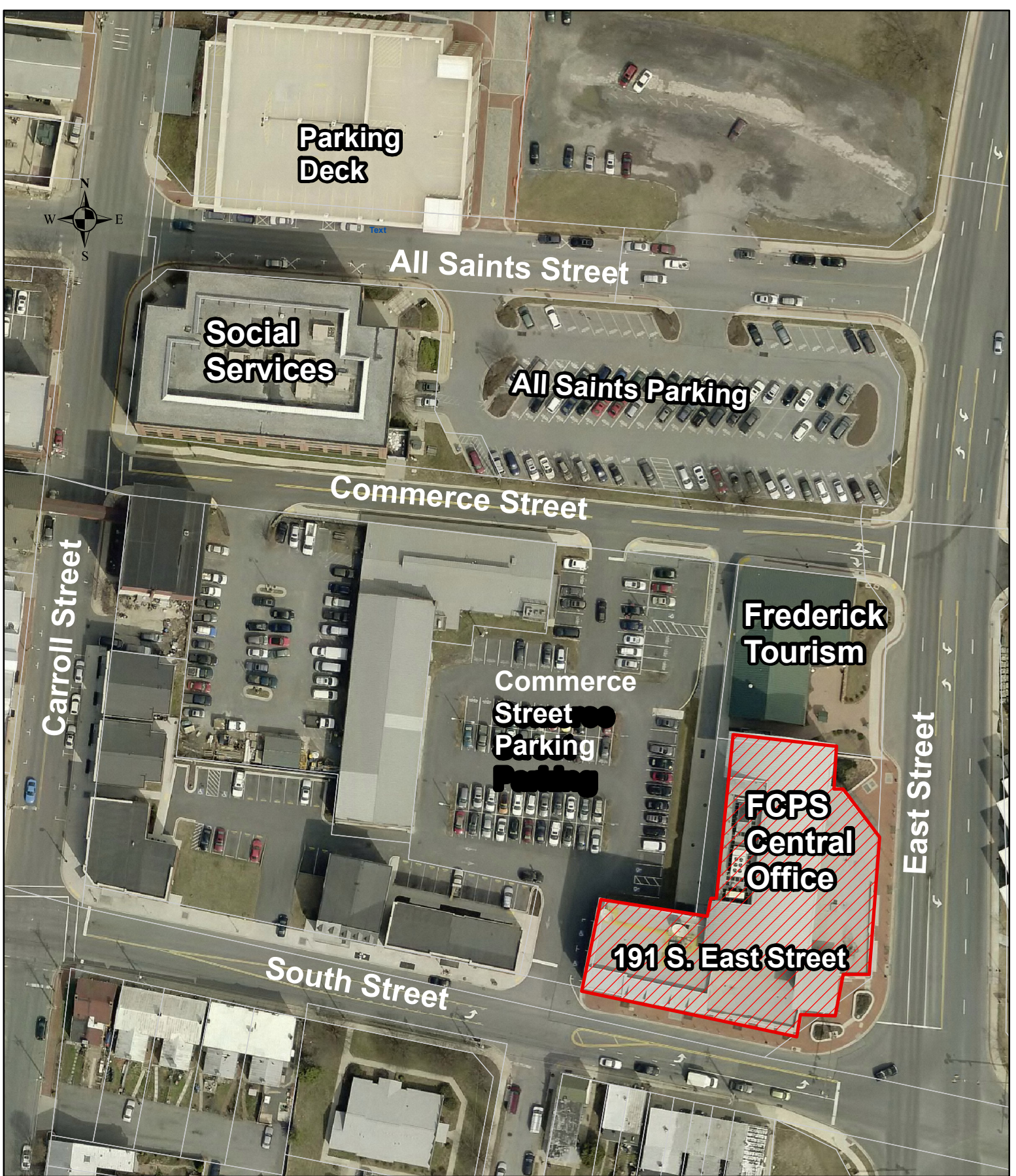
ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

TABLE OF CONTENTS

| | |
|--|------|
| COVER PAGE | 1 |
| TABLE OF CONTENTS | 2-3 |
| FCPS CENTRAL OFFICE MAP | 4 |
| FCPS CALENDAR | 5 |
| FCPS DIRECTORY OF SCHOOLS | 6-7 |
| GENERAL TERMS AND CONDITIONS - SECTION I | 8-24 |
| Bidder Registration | |
| Pre-Bid Meeting | |
| Receipt of Bids | |
| Opening of Bids | |
| Addenda | |
| Preparation of Bid | |
| Standard of Quality, "Or Equal Clauses," And Substitutions | |
| Samples | |
| Bid Pricing | |
| Taxes | |
| Guarantees and Warranties | |
| Bid Opening | |
| Errors in Bid Submissions | |
| Awards or Rejection of Bids | |
| Contract Formation | |
| Protests | |
| Contract Assignment | |
| Multi-Year Contract | |
| Hold Harmless | |
| Contract Disputes | |
| Termination for Default | |
| Termination for Convenience | |
| Governing Law and Venue | |
| Multi-Agency Participation | |
| Packaging and Delivery Requirements | |
| Billing and Payment | |
| Compliance with Specifications | |
| Liquidated Damages | |
| Safety Requirements | |
| Laws and Regulations | |
| Patents | |
| Technology-Based Instructional Products | |
| Employment of Child Sex Offenders and Persons With Uncontrolled Access to Students | |
| Drug, Alcohol, And Tobacco-Free Workplace | |
| Weapon Possession on School Property | |
| Foreign Language Translator Requirement | |
| Illegal Immigrant Labor | |
| Student/Staff Confidentiality | |
| Public Information Act Notice | |
| Force Majeure | |
| Ethics Policy | |
| Non-Collusion | |
| Conflict Of Interest | |
| eMaryland Marketplace Advantage Registration | |

| | |
|--|--|
| Scope | |
| Qualification Terms for Playground Design and Build Services | |
| Contract Terms for Bulk Engineered Wood Fiber (EWF) Purchases | |
| Pricing | |
| Contract Administration | |
| Bids for All or Part | |
| American Steel Act | |
| Authorized Dealers | |
| Storage of Equipment | |
| Installation/Assembly | |
| Damages/Responsibilities for Items Tendered | |
| Prevailing Wage Rates | |
| Performance and Payment Bonds | |
| Minimum Qualifications for Eligible Playground Contractors | |
| Proposal Submission | |
| Proposal Submission for Playground Design and Build Services | |
| Determination of Qualification Status for Playground Design and Build | |
| Post Qualifications Procedures for Soliciting Playground Design Build Services | |
| Proposal Submission, Evaluation and Award for Bulk Engineered Wood Fiber Mulch | |
| Supply | |
| Vendor Performance Evaluation | |
| Contractor's and Subcontractor's Insurance | |
| Local Licensing of Trade Persons | |
| Inspection of Site | |
| Shop Drawings | |
| Use of FCPS Services and Facilities | |
| Provision of Portable Sanitation and Removal of Debris | |
| Protection of Work and Property | |
| Work Site Supervision | |
| Inspections and Correction of Work | |
| Changes in Work | |

| | |
|--|-------|
| PRE-K AND K PLAYGROUND EQUIPMENT EDUCATIONAL SPECIFICATIONS | 37-40 |
| PRIMARY PLAYGROUND EQUIPMENT EDUCATIONAL SPECIFICATIONS | 41-45 |
| INTERMEDIATE PLAYGROUND EQUIPMENT EDUCATIONAL SPECIFICATIONS | 46-50 |
| TECHNICAL SPECIFICATIONS RECOMMENDED EQUIPMENT FOR CHALLENGES PLAYSCAPE | 51-53 |
| FIBAR ENGINEERED WOOD FIBER PRODUCT SPECIFICATIONS | 54-62 |
| FORM OF PROPOSAL – PART 1 | 33 |
| FORM OF PROPOSAL – PART 2 | 64 |
| FORM OF PROPOSAL – PART 2 | 65 |
| SIGNATURE ACKNOWLEDGING COST PROPOSAL FORM/ADDENDA | 66 |
| STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION FORM | 67-68 |
| CERTIFICATION OF COMPLIANCE FORM | 69-70 |
| VENDOR CONFLICT OF INTEREST DISCLOSURE FORM | 71 |



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 ÓhEithir, 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.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

13. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of

Frederick County.

- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addendum, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II – FCPS Specific Terms and Conditions, of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded supplier(s). Changes may not significantly alter the original scope of the agreement.

14. PROTESTS

- a. The Purchasing Manager shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.
 - i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
 - Name, address, contact information of the protestor;
 - Statement of reasons for the protest;
 - Supporting documentation to substantiate the claim;
 - The remedy sought.
 - ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the supplier's responsibility to ascertain the date and time of award.
 - iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$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.

Security & Confidentiality

"Company" shall adopt, implement, and maintain commercially reasonable security measures and procedures (including firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis. "Company" acknowledges that the CUSTOMER data housed on the "company" system is the property of CUSTOMER and "company" agrees not to use such data for any purpose except to the extent necessary to fulfill its obligations under the agreement. "Company" agrees that it shall treat the

CUSTOMER data with the same degree of care as it accords its own confidential information of a similar nature. "Company" will agree to comply with the provisions regarding the protection of confidential student data as proscribed in the Student Data Privacy Act of 2015 (H.B. 298), and FCPS Policy 442: Student Data Privacy.

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

- a. The intent of this solicitation is:
 - 1) To qualify playground contractors to receive bidding documents for design, supply and installation of playground equipment during the life of the contract. Successful contractors will be notified in writing when projects become available. Names of the qualified vendors shall be provided to the FCPS construction department for inclusion in the specifications for new or renovated school construction projects; and to outside user groups, such as the PTSA.
 - 2) To award a separate unit price contract to only one vendor for bulk engineered wood fiber (EWF) mulch purchased by FCPS grounds crew. Vendors who are interested in bidding only on the bulk mulch portion of this bid may do so and do not need to submit a technical proposal.
- b. Only suppliers who offer diverse apparatus from one primary equipment manufacturer and who can provide a turnkey design/supply/installed project will be considered for prequalification as a playground contractor.
- c. Any authorized mulch supplier, direct or indirect, may be considered for award of this portion of the contract.
- d. FCPS purchases playground apparatus for four student populations:
 - pre-kindergarten and kindergarten area certified for ages 2-5;
 - primary area geared toward students aged 5-8;
 - intermediate area geared toward students aged 8-12;
 - playground designed for students challenged primarily with autism-spectrum disorder.
- e. From December 1, 2009 to present, seven elementary schools received replacement of Pre-K/K, Primary, Intermediate and/or Challenges playgrounds averaging \$112,261 per project; projects included demolition and removal of old equipment, site work, supply and installation of new equipment, geotextile cloth/filter fabric, and surfacing of engineered wood fiber (EWF); and excluded fencing and entrance/egress walkways to the playground. ADA ramps and berms were only required at two sites.
- f. Bulk EWF mulch purchases for the FCPS grounds crew have averaged approximately \$22,000 per year with approximately 20 separate deliveries averaging 100 cubic yards per delivery.

2. QUALIFICATION TERMS FOR PLAYGROUND DESIGN AND BUILD SERVICES

- a. The qualification period will be effective for a three-year period, from the date of award through July 31, 2023. The qualification period may be extended on an annual basis for two additional years at the sole discretion of the Board of Education.
- b. FCPS retains the right to utilize other contracts for demolition, concrete walkways, asphalt paths/courts and/or berms, unless otherwise specified as part of a project's scope.
- c. The services and/or materials intended for purchase are based upon future needs of the system and are pending allocation of funds. No guarantee of any work is expressed or implied. Orders will be placed only as needs arise throughout the contract period.

- d. A list of prequalified contractors also will be given to any PTSA or parent group that wishes to donate funds to build or enhance their school's existing playground. They are obligated to receive prior approval from FCPS staff before installing permanently placed equipment on FCPS property, and they may only use pre-qualified contractors.
- e. Technical specifications identifying minimum standards and design considerations are contained in Attachments 1 and 2 and shall be used by the qualified contractors as a basis for preparing actual project proposals.
- f. Annually, during the life of the contract, FCPS will accept letters of interest from prospective contractors to become qualified under this solicitation. The open enrollment period will be September 1 through September 30. Any requests received outside of the month of September will not be considered and must be resubmitted during the next open enrollment period. After FCPS completes a review of the letters of interest received during the open enrollment period, FCPS will notify the qualified firms to submit a technical proposal. Technical proposals must be received no later than 30 days from the date of notification. Contractors will be notified in writing of their qualification status no later than thirty days from receipt of their technical proposals. Contractors who become qualified during the open enrollment period will become approved contractors considered for future projects effective the upcoming January 1.

3. CONTRACT TERMS FOR BULK ENGINEERED WOOD FIBER (EWF) PURCHASES

- a. The initial term of this portion of the contract is effective for approximately three years, from the date of award through July 31, 2023, and may be renewed on an annual basis for two additional years at the sole discretion of the Board of Education. Upon submission of bid, the contractor consents to the possibility of contract renewal as a condition of award.
- b. Unit prices must be firm from date of award through July 31, 2021. Thereafter adjustments will be considered in accordance with the requirements of #4, PRICING.
- c. EWF mulch will be ordered in quantities of approximately 300 cu. yards per purchase order with delivery of 100 cubic yards at a time (due to limited space) to 7446 Hayward Road, 21702.
- d. Orders will be placed as needed basis through-out the year with no guarantees of quantity or dollar volume of purchase. The successful vendor will contact Jim McKeever prior to each delivery to coordinate the drop shipments. Jim can be contacted at 301.644.5152 (office); 301.748.9751 (cell) or james.mckeever@fcps.org.
- e. Samples may be required. If requested, they should be sent directly to Jim McKeever, Grounds Supervisor, FCPS Maintenance Office, 7446 Hayward Road 21702.
- f. Technical specifications for EWF are provided and shall be used to establish the level of product quality to be used during installations.

4. PRICING

- a. All unit prices (for EWF mulch only) shall remain firm through the initial contract period.
- b. FCPS expects all vendors to provide year over year cost reduction 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. Unit 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.

5. CONTRACT ADMINISTRATION

- a. The contract for playground installation will be co-administered by Jamie Hitchner, Curriculum Specialist for Health/Physical Education, Curriculum Specialist (PreK-5), and Thomas Mulligan, Construction Management, Project Manager III. The contract for bulk mulch purchases will be administered by Jim McKeever, Grounds Supervisor, Maintenance Department. Please refer all questions regarding these specifications to Bill Meekins, Purchasing Agent, willis.meekins@fcps.org, with the bid name and number in the subject.
- b. When a vendor other than the awarded vendor(s) is used, the contract administrator or the originator of the requisition is required to submit written justification to the Purchasing Department for review. A copy of the written justification will be retained with the purchase order or in the contract file.
- c. Additional duties and responsibilities of the contract administrator are defined in Purchasing Regulation #200-7.

6. BIDS FOR ALL OR PART

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

7. AMERICAN STEEL ACT

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

8. AUTHORIZED DEALERS

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

9. STORAGE OF EQUIPMENT

- a. If a new, or renovated, school or building is not ready to receive equipment on the estimated delivery date outlined in the specifications, the awarded vendor(s) will provide suitable warehouse space to receive equipment until such time the building is completed and equipment can be received.
- b. In the event temporary warehouse facilities are needed, FCPS will not be responsible for the equipment. The awarded vendor(s) and/or the warehouse facility must provide adequate insurance.
- c. If warehousing is not feasible, the vendor is responsible for working with their suppliers and/or manufacturers to adjust the new delivery schedule at no additional cost to FCPS

10. INSTALLATION/ASSEMBLY

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

11. DAMAGES/RESPONSIBILITIES FOR ITEMS TENDERED

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

12. PREVAILING WAGE RATES

When applicable, the vendor will comply with Section 17-201 through 17-226 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended, which requires payment of prevailing wages as determined by the Commissioner of Labor on public works projects.

13. PERFORMANCE AND PAYMENT BONDS

- a. At the discretion of the Contract Administration/Project Manager and the Purchasing Manager, or designee, FCPS may require a performance and/or payment bond covering up to 100% of the contract amount for a specific project. If required, FCPS would reimburse the contractor up to 2% of the contract amount to offset the cost of obtaining the bond. An irrevocable letter of credit, also subject to reimbursement, may be submitted in lieu of a performance bond.
- b. Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders must use bonding companies rated by A.M. Best Company of at least A-/VIII.
- c. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department

within ten calendar days after notification.

- d. Upon receipt and approval of the performance bond and payment bond, an official purchase order will be issued.
- e. If bonds are required, and the awarded vendor fails to perform according to the terms of the contract, the bonding company will be notified in writing with a copy sent to the vendor.

14. MINIMUM QUALIFICATIONS FOR ELIGIBLE PLAYGROUND CONTRACTORS

Bidders shall meet the following minimum qualifications

- a. Bidders may be independent dealers or manufacturers bidding directly as long as they have installers and sales representatives who reside within Maryland or the surrounding states of Virginia, West Virginia, Pennsylvania or the District of Columbia;
- b. Bidders and installers must be licensed to perform business in Maryland and have been in business for a minimum of one year;
- c. The manufacturer of the equipment being offered shall have been in the playground supply business for a minimum of three years;
- d. Bidders must have the ability to provide computerized design documents;
- e. Bidders must have a minimum bonding capacity of \$250,000 dollars;
- f. Bidders and installers, if sub-contracted, must maintain FCPS minimum insurance requirements;
- g. Bidders must have successfully completed at least one playground project with a total minimum value of \$50,000 in the last three years;
- h. Bidders must have at least three references in Maryland or the surrounding states of Virginia, West Virginia, Pennsylvania or the District of Columbia;
- i. Bidders must demonstrate to the satisfaction of FCPS that employees or subcontractors who will be used on any FCPS project are properly insured, trained and certified by the manufacturer to install and inspect their playground equipment;
- j. Bidders must have submitted to FCPS and received approval of the General Application and W-9 document prior to award. These documents are available at: www.fcps.org/purchasing.

15. PROPOSAL SUBMISSION

- 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. All vendors will submit the following documents:
 - Statutory Affidavit and Non-Collusion Certification
 - Minority Business Enterprise Information
 - Representations/Signature Page
 - Certification of Compliance Form
 - Conflict of Interest Disclosure Form

- c. FCPS will accept all bid responses, however, only companies approved and qualified by FCPS' Purchasing Department will be considered for contract award. The Large Construction Bidders Application is available on the FCPS website at: www.fcps.org/purchasing. Applications are valid for a three-year period. Completed applications may be submitted separately or included in the bid response. Pre-qualification prior to bid due date is strongly encouraged.

16. PROPOSAL SUBMISSION FOR PLAYGROUND DESIGN AND BUILD SERVICES

- a. Playground Design and Build Services bidders shall submit the following form:
 - Responses to Bidder Questionnaire
- b. All parts of the Bidder Questionnaire are to be completed. Points will be deducted for incomplete or missing responses, or responses that do not follow the format of the questionnaire.

17. DETERMINATION OF QUALIFICATION STATUS FOR PLAYGROUND DESIGN AND BUILD SERVICES

- a. A committee of FCPS staff will independently review and evaluate each technical proposal and ranking will be made on the basis of the criteria and rubric listed below. The Selection Committee may conduct interviews with any of the firms.
- b. It is FCPS's intention to approve all qualified firms for consideration of bidding on future playground projects.
- c. 100 points will be allowable for the Technical Proposal and will be assigned as follows:

| | |
|--|-----------|
| 1) Business Operations | 20 points |
| 2) Construction Procedures and Safety Compliance | 35 points |
| 3) Financial | 5 points |
| 4) Submission of all requested documents and completeness of responses | 20 points |
| 5) References for supplier and installer (if not in-house) | 20 points |

18. POST QUALIFICATIONS PROCEDURES FOR SOLICITING PLAYGROUND DESIGN BUILD SERVICES

- a. Contractors that have been qualified under this RFP, and any additional contractors who are prequalified during the open enrollment periods, will be sent requests for quotation when design build services are required.
- b. A committee consisting of the school principal and/or instructional supervisor, project manager, curriculum specialist for elementary physical education and health, and the purchasing agent shall evaluate the submissions and rank in accordance with a rubric that will be specified in the Request for Quotation.
- c. Recommendations for award will be submitted to the Board of Education for approval for each project.

19. PROPOSAL SUBMISSION, EVALUATION, AND AWARD FOR BULK ENGINEERED WOOD FIBER MULCH SUPPLY

- a. Only one written copy of the Cost Proposal is required and must include:
 - Form of Proposal - Part 3
 - Material Safety Data Sheets for the product being bid
 - Statutory Affidavit and Non-Collusion Certification
 - Minority Business Enterprise Information
 - Representations/Signature Page

- b. Award will be made to the low, responsible and responsive bidder most nearly meeting the specifications contained herein.
- c. If a bidder is submitting both a technical proposal for prequalification status and a bid for bulk engineered wood fiber supply, they may include the Form of Proposal in the same package submission.

20. VENDOR PERFORMANCE EVALUATION

- a. The Contract Manager and Administrator shall confer periodically to discuss the status of the contract. Issues of noncompliance may arise throughout the contract term and shall be brought to the attention of the Contract Manager as they occur.
- b. The Contract Manager or Administrator may request multiple metrics, from the vendor, to evaluate contract performance. Metrics may include, but are not limited to:
 - i. Delivery
 - ii. Response time
 - iii. Backorders
 - iv. Quality of deliverables
 - v. Invoicing
 - vi. Sales data (Contract data, non-contract data)
 - vii. Financial
- c. Where technical, construction or performance specifications have been identified in the bidding document, the contract administrator shall utilize these specifications as the basis of determining contract compliance.
- d. If noncompliance occurs, it shall be documented in a timely manner, including actions taken and final resolution. Copies of the correspondence will be maintained in the Purchasing Department bid documents.
- e. Issues of noncompliance will be handled on a case by case basis. This may include, but is not limited to, written correspondence, face-to-face meetings, and/or an agreed upon performance management plan. FCPS retains the right to terminate the contract, in whole or in part, if the noncompliance issue is not resolved to the satisfaction of FCPS.

21. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

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

| | |
|------------------------------|--------------|
| E.L. Each Accident | \$100,000.00 |
| E.L. Disease - Each Employee | \$100,000.00 |

E.L. Disease - Policy Limit \$500,000.00 each employee

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

c. Commercial General Liability Insurance

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

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

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

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

d. Scope of Insurance and Special Hazards

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

e. Comprehensive Automobile Liability

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

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

f. Subcontractor's Insurance

The vendor will either:

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

provisions.

g. Builder's Insurance

FCPS shall provide and maintain Builder's Risk Protection.

h. Proof of Carriage of Insurance

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

i. Additional Insured

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

22. LOCAL LICENSING OF TRADE PERSONS

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

23. INSPECTION OF SITE

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

24. SHOP DRAWINGS

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

25. USE OF FCPS SERVICES AND FACILITIES

- a. It is understood that, except as otherwise stated in the contract documents, the vendor will provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction and all other services and facilities of every nature necessary to execute, complete and deliver the work within the specified time.

- b. Any work necessary to be performed after regular working hours, on Sundays or legal holidays, will be performed with the approval of and without additional expense to FCPS, unless previously agreed to.

26. PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

- a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.
- b. It will be the vendor's responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, when required.
- c. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.
- d. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

27. PROTECTION OF WORK AND PROPERTY

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

28. WORK SITE SUPERVISION

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

29. INSPECTIONS AND CORRECTION OF WORK

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

30. CHANGES IN WORK

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

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

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

Pre-K and K Playground Equipment Educational Specifications

Overview

Recess is an essential component of a comprehensive school physical activity program and of the total educational experience for elementary students. Recess is integral to all aspects of a child's development. Free play is a universal need for all children. Benefits of play include social, cognitive, physical, and emotional benefits. Playscapes, including playground apparatus, hardscapes, and athletic fields provide a safe setting for play to occur. These facilities are also vital to the school's physical education program.

Goals

Students will derive physical, social, cognitive, and emotional benefits through play. Physical benefits include increased cardio-reparatory endurance, muscular endurance and strength, flexibility, balance, spatial awareness, motor planning, motor development, and neurological development. The joy of movement is a byproduct. Social benefits include the development of cooperative skills, sharing, conflict resolution, respect for rules, self-discipline, respect for others, interaction with peers not possible in the regular classroom, development of friendship, and communication/negotiation skills. Brain research also shows the cognitive benefits of play such as language development, increased attention and focus, and decreased restlessness and boredom. Finally, emotional benefits such as a reduction in stress and anxiety, increased perseverance, self-directions, responsibility, self-acceptance are derived from play. Students can practice skills and rehearse behaviors as well as healthy risk-taking during play.

Number of Participants

Elementary school students participate in structured recess activities for a minimum of 20 minutes per day. The number of students may range from one class of approximately 30 students, an entire grade level of students, to multiple grade levels at the same time of approximately 200 students. Each playground apparatus (one for grades 3-5, one for grades 1-2, and one for grades PreK/K) shall allow for a child capacity of **at least 75 students and include the elements listed below.**

Space Requirements

- Four separate All-Weather Play Areas (hardscapes) shall be included:
 - **Pre-Kindergarten and Kindergarten Play Area 40' x 60'**
 - Primary area 90' x 125'
 - Intermediate area 110' x 175'
 - Physical Education Class area 50' x 80'
- Three separate Playground Apparatus Areas shall be included that are adjacent to the all-weather play area for the grade level, including minimum space requirements:
 - **Pre-Kindergarten and Kindergarten Play Area (certified for ages 2-5) – 5,625 ft²**
 - Primary area (certified for ages 5-12) – 7,500 ft²
 - Intermediate area (certified for ages 5-12) – 7,500 ft²
- **The Pre-K/K area should be fenced and include a gate of at least 10-foot width.**
- Hardscapes should be asphalt and contain markings for both traditional playground games and games from the Peaceful Playgrounds program. The specific diagram for lines and markings will be issued by the FCPS Project Manager.
- All weather access paths shall be provided from the school to the hardscape area and to the playground apparatus area. A ramped berm shall be placed between the surfaces if necessary so that there is wheelchair accessibility.
- Safety surfacing such as engineered wood fiber for all three playground apparatus areas shall be in place. ADA accessibility surfacing such as poured-in-place rubber surfacing will be bid as an add-alternate.

- Playground apparatus hardware should be stainless steel that resists rust and corrosion and are tamper resistant.
- Playground apparatus decks and tubing shall be constructed with 12-gauge steel.
- Playground apparatus powder coating shall be resistant to chipping and color resistant.
- Playground apparatus shall have a minimum of 5-inch diameter posts shall be used for grade 1-5. 3 ½ inch diameter posts are the minimum for the PreK-K area.
- Playground apparatus component attachments should not overlap deck surfaces.
- There shall be an eight-foot maximum deck height for the grades 3-5 area, a six-foot maximum deck height for the grades 1-2 area, and a five-foot maximum deck height for the PreK-K area.
- There shall be an element of flow and continuous movement among all of the elements of the playground apparatus. This element of flow shall allow students to develop their cardio-respiratory endurance as well as their muscular strength and endurance as they move through the playground apparatus.
- Active play where students can increase their physical activity levels in a main priority in design.

Elements of Each Playground Apparatus:

1. Spinning/ Swinging/ Swiveling
2. Climbing and Brachiating
3. Sliding
4. Balancing
5. Rocking
6. Linking Components and Ramps
7. Panels and ground level play components

****Many playground apparatus components can incorporate multiple elements.**

- Spinning/ swinging/ swiveling components develop muscular strength and balance. This movement leads to greater neurological development as the body automatically adjusts to the movement through space. It also provides engagement for students. There shall be a minimum of four swinging/ spinning/ swiveling elements. “Traditional” swings (with bays as a separate apparatus) shall not be included.
- Climber and overhead component play contribute to upper body strength and muscular development. The dynamic parts provide higher levels of challenge. Height provides students with an element of risk-taking and challenge. Children build self-esteem and problem-solving skills as they maneuver through the playground. A minimum of 6 components shall be provided for climber and overhead component play. At least two of these components shall provide for brachiating skill development. At least one component shall be a climbing wall that links to a deck no higher than 6 feet. At least one component shall be a net climber. At least one component shall have dynamic motion. At least one component shall link to a deck or other component. At least one component will allow students to perform a pull-up/chin-up exercise. Climbing poles (like a “fireman’s pole”) shall not be included.
- Slides develop students’ balance and spatial awareness. Neurological development also takes place when students get the feeling of sliding. Slides also connect deck heights with ground level or other decks. A minimum of 3 slides shall be in place. No tube slides shall not be included.
- Balancing activities allow students to develop important physical skill. A minimum of two balance activities shall be included. Log roll type elements shall not be included.

- Linking components give students giving choices about where to go next as well as providing challenge. A minimum of 3 linking components shall be used. At least one component shall incorporate brachiating (arm-over-arm) skills. At least one component shall incorporate balance skills. At least one component shall incorporate climbing skills. No crawl tubes, tunnels, or track rides type elements shall be included.
- Ramps are linking components used as access for all children, but are necessary for children with disabilities. A minimum of one ADA wide-ramp should be provided to allow access for students to a higher deck height (deck height that is a minimum of 3 feet). The width of this ramp should be a minimum of 74 inches. This ramp should provide access to at least four ADA-accessible components.
- Panels can be used by students in a wheelchair and can provide a side-by-side activity. Panels can also provide a way to integrate classroom content with play. Panels give adults and children a place to interact together. A minimum of two interactive panels shall be included. At least one panel shall be placed in the “crow’s nest” position adjacent to the ramp so that a student in a wheelchair can fully access the component.
- The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space. These spaces shall include ground level components; however, supervision of these components shall be considered in their placement.
- Ground level play components promote socialization, manipulation, imagination, balance, auditory stimulation, and more. They also provide opportunities for integrating play for children for all abilities. A minimum of 5 ground level play components that address a variety of needs shall be included.
- There shall be a minimum of 5 elevated ADA compatible activities and 5 ground ADA accessible activities.
- There shall be a sign installed at each playground listing age appropriateness, excessive heat, and other information deemed required by manufacturer.

SUMMARY OF PLAYGROUND EXPERIENCES FOR PRE-K/K PLAYGROUNDS

Experiences for Students in PreK/Kindergarten

All equipment certified for ages 2-5 years.

Minimum Capacity of 75 students playing simultaneously.

Spinning/Swinging/Swiveling – Pre-K & K

- Minimum of 3 elements for Pre-K and K play sets
- Must have at least (1) spinning, (1) swinging, and (1) swiveling element
- Traditional belt swings not permitted

Climbing and Brachiating –Pre-K & K

- Minimum of 2 elements
- At least 1 element for overhead brachiating (arm/arm) experiences
- At least 1 element for climbing

Sliding – All age levels

- A minimum of 3 slides per play set
- No tube slides shall be included
- No spiral slides shall be included

Balancing and Rocking – All age levels

- A minimum of 2 balancing experiences shall be included
- Log roll type elements shall not be included

Linking Components and Ramps

- Bridges and ramps included as needed to match play and flow of the experience
- Bridges and ramps included in compliance with ADA regulations

Panels and Ground Play Components – Age Appropriate – 2-5 yrs.

- A minimum of 4 ground level play components that address a variety of needs, including socialization, manipulation, imaginative play, balance, and/or auditory stimulation shall be included

Inclusive Play Elements – Age Appropriate – 2-5 yrs.

- A minimum of 2 inclusive play elements
- IMPORTANT: These elements can also be satisfied by company's product identification in any of the categories listed above

Shade Structures

- Full or Partial Shade over all sliding elements
- Shade structures shall be bid as an alternate (follows FCPS past practice)

Additional Specifics

- Maximum Deck Heights – 5 feet for PreK/K playsets

Primary Playground Equipment Educational Specifications

Overview

Recess is an essential component of a comprehensive school physical activity program and of the total educational experience for elementary students. Recess is integral to all aspects of a child's development. Free play is a universal need for all children. Benefits of play include social, cognitive, physical, and emotional benefits. Playscapes, including playground apparatus, hardscapes, and athletic fields provide a safe setting for play to occur. These facilities are also vital to the school's physical education program.

Goals

Students will derive physical, social, cognitive, and emotional benefits through play. Physical benefits include increased cardio-reparatory endurance, muscular endurance and strength, flexibility, balance, spatial awareness, motor planning, motor development, and neurological development. The joy of movement is a byproduct. Social benefits include the development of cooperative skills, sharing, conflict resolution, respect for rules, self-discipline, respect for others, interaction with peers not possible in the regular classroom, development of friendship, and communication/negotiation skills. Brain research also shows the cognitive benefits of play such as language development, increased attention and focus, and decreased restlessness and boredom. Finally, emotional benefits such as a reduction in stress and anxiety, increased perseverance, self-directions, responsibility, self-acceptance are derived from play. Students can practice skills and rehearse behaviors as well as healthy risk-taking during play.

Number of Participants

Elementary school students participate in structured recess activities for a minimum of 20 minutes per day. The number of students may range from one class of approximately 30 students, an entire grade level of students, to multiple grade levels at the same time of approximately 200 students. Each playground apparatus (one for grades 3-5, one for grades 1-2, and one for grades PreK/K) shall allow for a child capacity of **at least 75 students and include the elements listed below.**

Space Requirements

- Four separate All-Weather Play Areas (hardscapes) shall be included:
 - Pre-Kindergarten and Kindergarten Play Area 40' x 60'
 - **Primary area 90' x 125'**
 - Intermediate area 110' x 175'
 - Physical Education Class area 50' x 80'
- Three separate Playground Apparatus Areas shall be included that are adjacent to the all-weather play area for the grade level, including minimum space requirements:
 - Pre-Kindergarten and Kindergarten Play Area (certified for ages 2-5) – 5,625 ft²
 - **Primary area (certified for ages 5-12) – 7,500 ft²**
 - Intermediate area (certified for ages 5-12) – 7,500 ft²
- The Pre-K/K area should be fenced.
- Hardscapes should be asphalt and contain markings for both traditional playground games and games from the Peaceful Playgrounds program. The specific diagram for lines and markings will be issued by the FCPS Project Manager.
- All weather access paths shall be provided from the school to the hardscape area and to the playground apparatus area. A ramped berm shall be placed between the surfaces if necessary so that there is wheelchair accessibility.
- Safety surfacing such as engineered wood fiber for all three playground apparatus areas shall be in place. ADA accessibility surfacing such as poured-in-place rubber surfacing will be bid as an add-alternate.

- Playground apparatus hardware should be stainless steel that resists rust and corrosion and are tamper resistant.
- Playground apparatus decks and tubing shall be constructed with 12-gauge steel.
- Playground apparatus powder coating shall be resistant to chipping and color resistant.
- Playground apparatus shall have a minimum of 5-inch diameter posts shall be used for grade 1-5. 3 ½ inch diameter posts are the minimum for the PreK-K area.
- Playground apparatus component attachments should not overlap deck surfaces.
- There shall be an eight-foot maximum deck height for the grades 3-5 area, a six-foot maximum deck height for the grades 1-2 area, and a five-foot maximum deck height for the PreK-K area.
- There shall be an element of flow and continuous movement among all of the elements of the playground apparatus. This element of flow shall allow students to develop their cardio-respiratory endurance as well as their muscular strength and endurance as they move through the playground apparatus.
- Active play where students can increase their physical activity levels in a main priority in design.

Elements of Each Playground Apparatus:

1. Spinning/ Swinging/ Swiveling
2. Climbing and Brachiating
3. Sliding
4. Balancing
5. Rocking
6. Linking Components and Ramps
7. Panels and ground level play components

****Many playground apparatus components can incorporate multiple elements.**

- Spinning/ swinging/ swiveling components develop muscular strength and balance. This movement leads to greater neurological development as the body automatically adjusts to the movement through space. It also provides engagement for students. There shall be a minimum of four swinging/ spinning/ swiveling elements. “Traditional” swings (with bays as a separate apparatus) shall not be included.
- Climber and overhead component play contribute to upper body strength and muscular development. The dynamic parts provide higher levels of challenge. Height provides students with an element of risk-taking and challenge. Children build self-esteem and problem-solving skills as they maneuver through the playground. A minimum of 6 components shall be provided for climber and overhead component play. At least two of these components shall provide for brachiating skill development. At least one component shall be a climbing wall that links to a deck no higher than 6 feet. At least one component shall be a net climber. At least one component shall have dynamic motion. At least one component shall link to a deck or other component. At least one component will allow students to perform a pull-up/chin-up exercise. Climbing poles (like a “fireman’s pole”) shall not be included.
- Slides develop students’ balance and spatial awareness. Neurological development also takes place when students get the feeling of sliding. Slides also connect deck heights with ground level or other decks. A minimum of 2 slides shall be in place. No tube slides shall not be included.
- Balancing activities allow students to develop important physical skill. A minimum of two balance activities shall be included. Log roll type elements shall not be included.

- Linking components give students giving choices about where to go next as well as providing challenge. A minimum of 3 linking components shall be used. At least one component shall incorporate brachiating (arm-over-arm) skills. At least one component shall incorporate balance skills. At least one component shall incorporate climbing skills. No crawl tubes, tunnels, or track rides type elements shall be included.
- Ramps are linking components used as access for all children, but are necessary for children with disabilities. A minimum of one ADA wide-ramp should be provided to allow access for students to a higher deck height (deck height that is a minimum of 3 feet). The width of this ramp should be a minimum of 74 inches. This ramp should provide access to at least four ADA-accessible components.
- Panels can be used by students in a wheelchair and can provide a side-by-side activity. Panels can also provide a way to integrate classroom content with play. Panels give adults and children a place to interact together. A minimum of two interactive panels shall be included. At least one panel shall be placed in the “crow’s nest” position adjacent to the ramp so that a student in a wheelchair can fully access the component.
- The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space. These spaces shall include ground level components; however, supervision of these components shall be considered in their placement.
- Ground level play components promote socialization, manipulation, imagination, balance, auditory stimulation, and more. They also provide opportunities for integrating play for children for all abilities. A minimum of 5 ground level play components that address a variety of needs shall be included.
- There shall be a minimum of 5 elevated ADA compatible activities and 5 ground ADA accessible activities.
- There shall be a sign installed at each playground listing age appropriateness, excessive heat, and other information deemed required by manufacturer.

SUMMARY OF PLAYGROUND EXPERIENCES FOR PRIMARY PLAYGROUNDS

Experiences for Students in Primary Grades 1&2 (Ages 5-8)

All equipment certified for ages 5-12

Minimum Capacity of 75 students playing simultaneously.

Spinning/Swinging/Swiveling

- Minimum of 4 elements
- At least 1 spinning; 1 swinging; 1 swiveling experience
- Traditional belt swings with bays shall NOT be included

Climbing and Brachiating

- Minimum of 6 elements
- At least 2 brachiating elements
- At least 1 element provide a pull-up or chin-up experience
- At least 1 element shall be a climbing wall that links to a deck, no higher than 6 feet
- At least 1 element shall have dynamic motion
- At least 1 element shall link to a deck or other component
- Climbing poles (like a “fireman’s pole) shall not be included

Sliding

- A minimum of 3 slides per play set
- No tube slides shall be included
- No spiral slides shall be included
- Climbing poles (like a “fireman’s pole) shall not be included
- Sliding elements should have full or partial shade

Balancing and Rocking

- A minimum of 2 balancing experiences shall be included
- Log roll type elements shall NOT be included
- Spring rocking elements shall NOT be included

Linking Components and Ramps

- Minimum of 3 components be included
- Bridges and ramps included as needed to match play and flow the experience
- Bridges and ramps included in compliance with ADA regulations; Ramps are linking components used as access for all children, but are necessary for children with disabilities. A minimum of one ADA wide-ramp should be provided to allow access for students to a higher deck height (deck height that is a minimum of 3 feet). The width of this ramp should be a minimum of 74 inches in order to provide dual access for handicapped and typical students. This ramp should provide access to at least four ADA-accessible components.
- Suspension Bridges with ropes/cables shall NOT be included
- At least 1 linking component - brachiating
- At least 1 linking component - balancing
- At least 1 linking component – climbing

Panels and Ground Play Components – All age levels

- A minimum of 4 ground level experiences
- A minimum of 2 interactive play panels
- All panels and ground play components shall address a variety of needs, including socialization, manipulation, imaginative play, balance, and/or auditory stimulation.

- The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as a gathering space. These spaces shall include ground level components. However, supervision of these components shall be considered in their placement.

Shade Structures

- Full or Partial Shade over all sliding elements
- Shade structures shall be bid as an alternate (follows FCPS past practice)

Additional Specifics

- Maximum Deck Heights – 6 feet
- Entire play experience should allow for at least 75 students

Intermediate Playground Equipment Educational Specifications

Overview

Recess is an essential component of a comprehensive school physical activity program and of the total educational experience for elementary students. Recess is integral to all aspects of a child's development. Free play is a universal need for all children. Benefits of play include social, cognitive, physical, and emotional benefits. Playscapes, including playground apparatus, hardscapes, and athletic fields provide a safe setting for play to occur. These facilities are also vital to the school's physical education program.

Goals

Students will derive physical, social, cognitive, and emotional benefits through play. Physical benefits include increased cardio-reparatory endurance, muscular endurance and strength, flexibility, balance, spatial awareness, motor planning, motor development, and neurological development. The joy of movement is a byproduct. Social benefits include the development of cooperative skills, sharing, conflict resolution, respect for rules, self-discipline, respect for others, interaction with peers not possible in the regular classroom, development of friendship, and communication/negotiation skills. Brain research also shows the cognitive benefits of play such as language development, increased attention and focus, and decreased restlessness and boredom. Finally, emotional benefits such as a reduction in stress and anxiety, increased perseverance, self-directions, responsibility, self-acceptance are derived from play. Students can practice skills and rehearse behaviors as well as healthy risk-taking during play.

Number of Participants

Elementary school students participate in structured recess activities for a minimum of 20 minutes per day. The number of students may range from one class of approximately 30 students, an entire grade level of students, to multiple grade levels at the same time of approximately 200 students. Each playground apparatus (one for grades 3-5, one for grades 1-2, and one for grades PreK/K) shall allow for a child capacity of **at least 75 students and include the elements listed below.**

Space Requirements

- Four separate All-Weather Play Areas (hardscapes) shall be included:
 - Pre-Kindergarten and Kindergarten Play Area 40' x 60'
 - Primary area 90' x 125'
 - **Intermediate area 110' x 175'**
 - Physical Education Class area 50' x 80'
- Three separate Playground Apparatus Areas shall be included that are adjacent to the all-weather play area for the grade level, including minimum space requirements:
 - Pre-Kindergarten and Kindergarten Play Area (certified for ages 2-5) – 5,625 ft²
 - Primary area (certified for ages 5-12) – 7,500 ft²
 - **Intermediate area (certified for ages 5-12) – 7,500 ft²**
- The Pre-K/K area should be fenced.
- Hardscapes should be asphalt and contain markings for both traditional playground games and games from the Peaceful Playgrounds program. The specific diagram for lines and markings will be issued by the FCPS Project Manager.
- All weather access paths shall be provided from the school to the hardscape area and to the playground apparatus area. A ramped berm shall be placed between the surfaces if necessary so that there is wheelchair accessibility.
- Safety surfacing such as engineered wood fiber for all three playground apparatus areas shall be in place. ADA accessibility surfacing such as poured-in-place rubber surfacing will be bid as an add-alternate.

- Playground apparatus hardware should be stainless steel that resists rust and corrosion and are tamper resistant.
- Playground apparatus decks and tubing shall be constructed with 12-gauge steel.
- Playground apparatus powder coating shall be resistant to chipping and color resistant.
- Playground apparatus shall have a minimum of 5-inch diameter posts shall be used for grade 1-5. 3 ½ inch diameter posts are the minimum for the PreK-K area.
- Playground apparatus component attachments should not overlap deck surfaces.
- There shall be an eight-foot maximum deck height for the grades 3-5 area, a six-foot maximum deck height for the grades 1-2 area, and a five-foot maximum deck height for the PreK-K area.
- There shall be an element of flow and continuous movement among all of the elements of the playground apparatus. This element of flow shall allow students to develop their cardio-respiratory endurance as well as their muscular strength and endurance as they move through the playground apparatus.
- Active play where students can increase their physical activity levels in a main priority in design.

Elements of Each Playground Apparatus:

1. Spinning/ Swinging/ Swiveling
2. Climbing and Brachiating
3. Sliding
4. Balancing
5. Rocking
6. Linking Components and Ramps
7. Panels and ground level play components

****Many playground apparatus components can incorporate multiple elements.**

- Spinning/ swinging/ swiveling components develop muscular strength and balance. This movement leads to greater neurological development as the body automatically adjusts to the movement through space. It also provides engagement for students. There shall be a minimum of four swinging/ spinning/ swiveling elements. “Traditional” swings (with bays as a separate apparatus) shall not be included.
- Climber and overhead component play contribute to upper body strength and muscular development. The dynamic parts provide higher levels of challenge. Height provides students with an element of risk-taking and challenge. Children build self-esteem and problem-solving skills as they maneuver through the playground. A minimum of 6 components shall be provided for climber and overhead component play. At least three of these components shall provide for brachiating skill development. At least one component shall be a climbing wall that links to a deck no higher than 6 feet. At least one component shall be a net climber. At least one component shall have dynamic motion. At least one component shall link to a deck or other component. At least one component will allow students to perform a pull-up/chin-up exercise. Climbing poles (like a “fireman’s pole”) shall not be included.
- Slides develop students’ balance and spatial awareness. Neurological development also takes place when students get the feeling of sliding. Slides also connect deck heights with ground level or other decks. A minimum of 2 slides shall be in place. No tube slides shall not be included.
- Balancing activities allow students to develop important physical skill. A minimum of two balance activities shall be included. Log roll type elements shall not be included.

- Linking components give students giving choices about where to go next as well as providing challenge. A minimum of 3 linking components shall be used. At least one component shall incorporate brachiating (arm-over-arm) skills. At least one component shall incorporate balance skills. At least one component shall incorporate climbing skills. No crawl tubes, tunnels, or track rides type elements shall be included.
- Ramps are linking components used as access for all children, but are necessary for children with disabilities. A minimum of one ADA wide-ramp should be provided to allow access for students to a higher deck height (deck height that is a minimum of 3 feet). The width of this ramp should be a minimum of 74 inches. This ramp should provide access to at least four ADA-accessible components.
- Panels can be used by students in a wheelchair and can provide a side-by-side activity. Panels can also provide a way to integrate classroom content with play. Panels give adults and children a place to interact together. A minimum of two interactive panels shall be included. At least one panel shall be placed in the “crow’s nest” position adjacent to the ramp so that a student in a wheelchair can fully access the component.
- The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space. These spaces shall include ground level components; however, supervision of these components shall be considered in their placement.
- Ground level play components promote socialization, manipulation, imagination, balance, auditory stimulation, and more. They also provide opportunities for integrating play for children for all abilities. A minimum of 5 ground level play components that address a variety of needs shall be included.
- There shall be a minimum of 5 elevated ADA compatible activities and 5 ground ADA accessible activities.
- There shall be a sign installed at each playground listing age appropriateness, excessive heat, and other information deemed required by manufacturer.

SUMMARY OF PLAYGROUND EXPERIENCES FOR INTERMEDIATE PLAYGROUNDS

Experiences for Students in Intermediate Grades 3-5 (Ages 8-12)

All equipment certified for ages 5-12

Minimum Capacity of 75 students playing simultaneously.

Spinning/Swinging/Swiveling

- Minimum of 4 elements
- At least 1 spinning; 1 swinging; 1 swiveling experience
- Traditional belt swings with bays shall NOT be included

Climbing and Brachiating

- Minimum of 6 elements
- At least 2 brachiating elements
- At least 1 element provide a pull-up or chin-up experience
- At least 1 element shall be a climbing wall that links to a deck, no higher than 6 feet
- At least 1 element shall have dynamic motion
- At least 1 element shall link to a deck or other component
- Climbing poles (like a “fireman’s pole) shall not be included

Sliding

- A minimum of 3 slides per play set
- No tube slides shall be included
- No spiral slides shall be included
- Climbing poles (like a “fireman’s pole) shall not be included
- Sliding elements should have full or partial shade

Balancing and Rocking

- A minimum of 2 balancing experiences shall be included
- Log roll type elements shall NOT be included
- Spring rocking elements shall NOT be included

Linking Components and Ramps

- Minimum of 3 components be included
- Bridges and ramps included as needed to match play and flow the experience
- Bridges and ramps included in compliance with ADA regulations; Ramps are linking components used as access for all children, but are necessary for children with disabilities. A minimum of one ADA wide-ramp should be provided to allow access for students to a higher deck height (deck height that is a minimum of 3 feet). The width of this ramp should be a minimum of 74 inches in order to provide dual access for handicapped and typical students. This ramp should provide access to at least four ADA-accessible components.
- Suspension Bridges with ropes/cables shall NOT be included
- At least 1 linking component - brachiating
- At least 1 linking component - balancing
- At least 1 linking component – climbing

Panels and Ground Play Components – All age levels

- A minimum of 4 ground level experiences
- A minimum of 2 interactive play panels
- All panels and ground play components shall address a variety of needs, including socialization, manipulation, imaginative play, balance, and/or auditory stimulation.
- The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as a gathering space. These spaces shall

include ground level components. However, supervision of these components shall be considered in their placement.

Shade Structures

- Full or Partial Shade over all sliding elements
- Shade structures shall be bid as an alternate (follows FCPS past practice)

Additional Specifics

- Maximum Deck Heights – 8 feet
- Entire play experience should allow for at least 75 students

TECHNICAL SPECIFICATIONS
RECOMMENDED EQUIPMENT FOR CHALLENGES PLAYSCAPE Ages 3-12

1. Overview

- 1.1 Play is an essential component of a comprehensive school physical activity program and of the total educational experience for elementary students. Playscapes, including playground apparatus, provide a safe setting for play to occur. These facilities are also vital to the school's physical education program.
- 1.2 According to the American Psychiatric Association, autism is a developmental disorder that affects individuals' socialization and communication. For students with autism-spectrum disorders, the need for play, sensory input, and socialization is particularly great. Students with autism need a playscape that specifically addresses their needs.

2. Goal

- 2.1 Students with autism-spectrum disorders enrolled in the "Challenges" program will derive physical, social, cognitive, sensory, and emotional benefits through a playscape that consists of a diverse and wide array of playing experiences. This playscape will include a playground apparatus and freestanding playground elements. The playscape will specifically meet the needs of students with autism for free play (recess), align with facets of their instructional program, and physical education program.

3. Number of Participants

- 3.1 Approximately 25 students with a variety of disabilities and impairments, including autism-spectrum disorders, who range in age from 3-12 years, will be using a specified and dedicated space at one time. Often, these students will be working with adult instructional assistants in a 1:1 to a 1:3 ratio.

4. General Characteristics of Autistic Students

- 4.1 The general characteristics of autistic students will need to be considered in the design of the courtyard playscape. While there is much variation among individuals with autism, in general, students with autism have:
 - 4.1.1 A lack of expressive communication skills
 - 4.1.2 Difficulty with receptive processing of verbal language
 - 4.1.3 Sensory integration problems related to depth perception and vestibular stimulation
 - 4.1.4 A need for visual organization and visually defined boundaries
 - 4.1.5 Diminished or absent response to potential hazards
 - 4.1.6 Low or absent motor planning skills
 - 4.1.7 Low muscle strength
 - 4.1.8 Low hand-eye coordination
 - 4.1.9 Short time on task
 - 4.1.10 Lack of awareness of self-regulation skills (for example, lack of awareness regarding overheating and overexertion)
 - 4.1.11 A need for co-active assistance from teachers or instructional assistants

5. General Design Considerations

- 5.1 There shall be an element of flow and continuous movement among all of the elements of the playscape. This element of flow shall allow students to develop their cardio-respiratory endurance as well as their muscular strength and endurance, flexibility, coordination, and balance as they move through the playscape.

- 5.2 Activity areas are designed so that students can be physically active alone or in groups. A range of individual and cooperative activities shall be in place so that students can self-select activities that match their abilities and interests. Spaces shall encourage social interaction.
- 5.3 The color scheme shall be bright and inviting. This is in direct contrast to the muted classroom environment; through color, the signal of an invitation to play occurs.
- 5.4 Supervision of all play components is a priority and shall be considered in their placement.
- 5.5 Playground apparatus shall be designed to give staff members space to stand on the ground and provide hands-on assistance to students while on the unit. The unit shall also allow for a maximum number of components to be installed along the exterior of the apparatus for these purposes.
- 5.6 Playground apparatus shall have the optimal deck height of four feet, if assistants are to stand on the ground and spot students as they move through each experience. If construction deems not deem this to be a feasible height, a maximum height of five feet will be acceptable.
- 5.7 Care should also be taken to provide as many entrance/exit points as possible along all parts of the unit so that staff have a close and easy descent if it is necessary to leave the unit with a student.
- 5.8 A variety of heights and activities shall be placed to allow older and younger students to enter and exit according to their individual abilities.
- 5.9 Components related to vestibular stimulation (such as swinging, swaying, and rocking components) as well as play panels shall be purposely placed far apart so that they can be used appropriately but not more often than the other components.

6. FCPS Minimum Standards for Playground Apparatus Area:

*NOTE: **Many playground apparatus components can incorporate multiple elements.*

6.1 Spinning/ Swinging/ Swiveling Elements

- 6.1.1 There shall be a minimum of four swinging/ spinning/ swiveling elements. There shall be at least one swinging experience, one spinning experience, and one swiveling experience.
- 6.1.2 A traditional “merry-go-round” shall not be used.
- 6.1.3 Two freestanding elements will be swings. One bay will have a tire swing (individual play), while the other bay will allow for a swing with multiple users (social play).

6.2 Climbing and Brachiating Elements

- 6.2.1 A minimum of two components shall be provided for climber and overhead component play. At least one climbing element and one overhead element shall be included in the experience.
- 6.2.2 At least one of these components shall provide for brachiating (arm-over-arm) skill development. Yet, this component shall be short in length (not to exceed a length of six feet, as the skill of brachiating utilizes complex motor planning and needs significant strength. Therefore, students will rely on instructional assistance, which is physically taxing for the adult.
- 6.2.3 At least one component will allow students to perform a pull-up/chin-up exercise.
- 6.2.4 Climbing poles (like a “fireman’s pole”) shall not be included.
- 6.2.5 Climbing elements shall not lead to a space where students can “hide” or stay; all climbing elements must lead to another element.
- 6.2.6 There shall be no overhead experiences that represent a hand-held zip-line experience.

6.3 Sliding Elements

- 6.3.1 A minimum of three slide elements shall be provided.
- 6.3.2 One element shall be a “double” slide where two slides are placed side-by-side for socialization.
- 6.3.3 One slide shall be a fast slide (sometimes referred to as a zip slide).

- 6.3.4 One slide shall be a spiral slide. (A good experience choice for children with autism, but adds cost to project)
- 6.3.5 No tube slides will be utilized.

6.4 Balancing and Rocking Elements

- 6.4.1 A minimum of three balance activities shall be included.
- 6.4.2 One element shall be a “lily pad” or “step stool” type element (that can also serve as seat/gathering place for students).
- 6.4.3 One element shall be a balance beam placed on springs.
- 6.4.4 No log roll type elements or rope walk type elements (including nets) shall be included.
- 6.4.5 No spring rocker riders shall be used.

6.5 Linking Components and Ramp Elements

- 6.5.1 A minimum of three linking components shall be used.
- 6.5.2 One element shall be a bridge that bounces.
- 6.5.3 No crawl tubes or tunnels shall be used.
- 6.5.4 No net links shall be used.

6.6 Panel Elements and Ground Level Play Components

- 6.6.1 Pretend play or imaginative play is a very rare, high level skill for autistic students. Panel elements should not necessitate pretend play to be fully utilized.
- 6.6.2 One ground level element shall be a talk tube.
- 6.6.3 One element shall be auditory/musical in nature.
- 6.6.4 A minimum of five interactive play panels shall be included. These play panels shall address a variety of needs, including socialization, manipulation, imaginative play, balance, and/or auditory stimulation.
 - One play panel shall be dynamic and auditory in nature (for example, a rain wheel)
 - One play panel shall have a black and white design that spins
 - One play panel shall have the alphabet with recessed letters so that students can use fine motor skills to trace the letters
 - One play panel shall have a recessed maze that students can use fine motor skills to trace
 - One play panel shall have a steering wheel
- 6.6.5 The space under platforms and decks are places for children to congregate and interact. The roofs provided by this create an enclosed space, and add to its appeal as gathering space. These spaces shall include ground level components; however, supervision of these components shall be considered in their placement.

7. Freestanding elements

- 7.1.1 All freestanding elements with some form of shade cover is suggested. (This item should not be a requirement for bidding, but it is noted for consideration because it will likely impact the overall cost to the project). Should be reworded.
- 7.1.2 One freestanding element will be a park bench that swings. This will be a place for social conversation and relaxation. (Also addressed above, 6.1.3)
- 7.1.2 Other forms of freestanding elements to be considered include:
 - a. Picnic table
 - b. “Buddy Bench”

Fibar® Engineered Wood Fiber

Product Specification

Part I – General Information

Quality Control, Applicable Testing Certifications and Sustainability

- IPEMA Certification – www.ipema.org
 - IPEMA provides a Third-Party Certification Service where an independent laboratory provides written validation of a participants' certification of conformance to certain safety standards for their products.
 - These certifications include ASTM F1292 and ASTM F2075.
 - The Third-Party Certification Service has randomly selected and tested some of the products of the participating company.
 - The Third-Party Certification Service has performed a plant and/or home office inspection, involving a review of the participants' Quality Assurance Program, installation instructions, and compliant follow up systems.
 - The list of IPEMA-certified products is maintained exclusively by Detroit Testing Laboratory.
- ASTM F1292
 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
 - Test results must be for Engineered Wood Fiber and Mats.
 - Test performed on new material.
 - Test performed on 12 year old Engineered Wood Fiber.
 - Test results for Engineered Wood Fiber must show G-max values of less than 155G for an 8" thick system or 120G for a 12" system with a 12' drop height, and HIC values less than 1,000 for both new and 12-year-old materials.
 - Test results for Engineered Wood Fiber must show G-max values of less than 200G for a 12" system with a 14' drop height, and HIC values less than 1,000 for both new and 12-year-old materials.
 - Test results for mats must show G-max values of less than 200G and HIC values of less than 1,000 for a 3' drop height.
- ASTM F1951
 - Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
 - Must meet the intent of the Americans with Disabilities Act (ADA).
- ASTM F2075
 - Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.
 - Material must undergo the test method described in Section 9.0 to determine the presence of tramp metal particles. Metal particles embedded or mixed in Engineered Wood Fiber may cause injury if a child were to fall on/or come in contact with them. The limit for tramp metal was set to reduce the potential of injury.
 - Standard wood chips, bark mulch or materials from recycled pallets will not be acceptable.
- LEED® Credits
 - Products assist in obtaining LEED® (Leadership in Energy and Environmental Design) credits for projects.
 - Sustainability Analysis performed by a LEED Green Associate.
 - Recycled Content, Regional Materials, and Construction Waste Management, along with others, are available for use in LEED project certification.

Part II – Material Data

- Engineered Wood Fiber
 - Shredded wood fiber consisting of randomly sized pieces.
 - Recycled from wood mills and truss plants.
 - Does not exceed 2" in length.
 - Contains no more than 15% fines to aid in compaction.
 - Depth of material – based on Critical Fall Height.
 - < 10' = 6"
 - 10' = 8"
 - 12' = 10"
 - 14' = 12"
- Drainage System – Patented under U.S. Patent numbers 4,679,963; 5,026,207 and 5,076,726, and other patents pending.
 - FibarDrain
 - Drainage matrix that channels water away from playground.
 - Minimum flow rate of 10 gpm/ft.

- Needle-punched 100% non-woven geotextile sleeve encasing a monofilament nylon mesh.
 - Laid out on 6'-0" centers in the direction of the grade.
 - Prevents deterioration of Fibar Engineered Wood Fiber.
- FibarFelt
 - Needle-punched 100% non-woven geotextile fabric that separates the Engineered Wood Fiber from soil below.
 - Material allows water to flow through, and prevents rock and soil contamination of the Engineered Wood Fiber.
 - Designed to cover the sub-grade and drainage matrix to ensure proper drainage.
 - Seams should be overlapped 3".
- Accessory Items
 - FibarMat
 - 3' x 3' x 1.5" with beveled edges (ADA compliant) on all sides.
 - Placed under each swing seat, tire swing, slide exit, and sliding poles.
 - Prevents excessive wear under swings and slides.
 - Can be placed on top, in middle or under Engineered Wood Fiber (but over FibarFelt).
 - ADA Wheelchair Access Ramp
 - Crafted from High-Density Polyethylene.
 - Won't fade, splinter or crack.
 - Wide enough for motorized wheelchairs.
 - FibarGuard Borders
 - Crafted from High-Density Polyethylene.
 - Won't fade, splinter or crack.
 - Rounded corners prevent injury.
 - Four feet long and 12" high.

Part III – Site Preparation and Installation

PLEASE NOTE: In accordance with standard design and construction practices, The Fibar Group, LLC and its Representatives recommend using the services of a certified engineer, architect, or landscape architect who is familiar with local soil and climate conditions to evaluate and interpret any information provided by The Fibar Group, LLC and its Representatives. The Fibar Group, LLC assumes no responsibility for determining the size of the playground or the safety zone between the equipment and the border. Installer must thoroughly examine the site and specifications, carefully checking the dimensions before starting work. All instructions are subject to equipment manufacturers' installation specifications and in accordance with the licensing requirements of The Fibar Group, LLC, these specifications, and conformance with the dimensions, notes and details shown on the plans.

- In-Ground Installation (Exiting at Grade Level)
 - Excavate area to proper depth, based on Critical Fall Height.
 - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip.
 - On grades of greater than 10% - use of FibarSystems is not recommended.
 - Remove all roots, stones, and vegetation.
 - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
 - Excavate trench 2" wide x 6" deep, perpendicular to grade at lowest point of playground area.
 - Install FibarDrain and connect low end of strip to storm drain or similar device to remove collected water.
 - Install playground equipment.
 - Install retaining border or curb.
 - Install FibarDrain strips at 6' centers in direction of grade.
 - Cover sub-grade and drainage trench with FibarFelt.
 - Allowing 3" overlap at all seams.
 - Slit to fit around footings of equipment.
 - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
 - Install FibarMat wear mats either on FibarFelt, in middle of Fibar Wood Fiber or on top of system.
 - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth.
 - Spread Fibar® Wood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
 - Care should be taken when driving over FibarDrain.
 - Do not make sharp turns on FibarFelt or FibarDrain.
 - Install all materials delivered.
 - Additional materials are supplied to account for natural compaction.
 - Material may be several inches high, until it compacts.
 - Feather edges to make smooth transition to grade or border.
 - Hand spread and rake for smooth, finished surface.
 - After two weeks of active use, surface should be raked again.

- Consumer Product Safety Commission (CPSC) and ASTM recommend Use Zones of at least 6 feet around all equipment, except:
 - Swings – Use Zone equal to 2 times the height of top rail is needed in front and behind swings.
 - Slides – Use Zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
- Complete information on use zones can be found at CPSC and ASTM.
- Above-Ground Installation (Exiting at Border or Curb Level)
 - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip. FibarDrain Strip should be installed so that it discharges outside of playground borders.
 - On grades of greater than 10% - use of FibarSystems is not recommended.
 - Remove all roots, stones, and vegetation.
 - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
 - Install playground equipment.
 - Install retaining border or curb.
 - Install FibarDrain strips at 6' centers in direction of grade.
 - Cover sub-grade and drainage trench with FibarFelt.
 - Allowing 3" overlap at all seams.
 - Slit to fit around footings of equipment.
 - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
 - Install FibarMat wear mats either on FibarFelt, in middle of Fibar Wood Fiber or on top of system.
 - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth
 - Spread Fibar® Wood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
 - Care should be taken when driving over FibarDrain.
 - Do not make sharp turns on FibarFelt or FibarDrain.
 - Install all materials delivered.
 - Additional materials are supplied to account for natural compaction.
 - Material may be several inches high, until it compacts.
 - Feather edges to make smooth transition to grade or border.
 - Hand spread and rake for smooth, finished surface.
 - After two weeks of active use, surface should be raked again.
 - Consumer Product Safety Commission (CPSC) and ASTM recommend Use Zones of at least 6 feet around all equipment, except:
 - Swings – Use Zone equal to 2 times the height of top rail is needed in front and behind swings.
 - Slides – Use Zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
 - Complete information on use zones can be found at CPSC and ASTM.

Part IV – Warranty & Insurance

- Manufacturer's Limited Warranty
 - The Fibar Group, LLC provides a written 25-year warranty against loss of resiliency for the Fibar System 300.
 - The Fibar Group, LLC provides a written 20-year warranty against loss of resiliency for the Fibar System 200.
 - The Fibar Group, LLC provides a written 15-year warranty against loss of resiliency for the Fibar System 100.
 - The Fibar Group, LLC provides a written lifetime warranty on the FibarFelt geotextile fabric material.
 - The Fibar Group, LLC provides a written lifetime warranty on the FibarDrain drainage matrix.
 - The Fibar Group, LLC provides a written 3-year warranty on the FibarMat wear pads.
- Product Liability Insurance Certificate with project owner named as certificate holder.

Part V – Memberships & Certifications

- Memberships
 - The Fibar Group, LLC is a member of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven organization whose mission is to assist in providing creative, fun, and safe play environments for children.



- Certificate of Compliance



ADA/ASTM F1951



ASTM
F1292



ASTM
F2075

Part VI – Details & Drawings

| SYSTEM | DESCRIPTION | CRITICAL HT. | USE |
|--------|------------------------------------|--------------|---------------|
| 312 | 12" Fibar, Fibar Felt, Fibar Drain | 14" | Playground |
| 310 | 10" Fibar, Fibar Felt, Fibar Drain | 12" | Playground |
| 308 | 8" Fibar, Fibar Felt, Fibar Drain | 10" | Playground |
| 306 | 6" Fibar, Fibar Felt, Fibar Drain | N/A | Jogging Track |
| ALL | Minimum 36" x 36" x 1.5" Fibar Mat | | Playground |

Note: Depth measurements are approximate after compaction

ABOVE GROUND INSTALLATION DETAIL

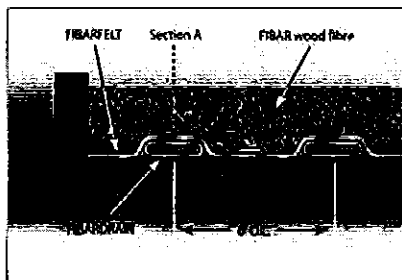


Figure 2

IN-GROUND INSTALLATION DETAIL

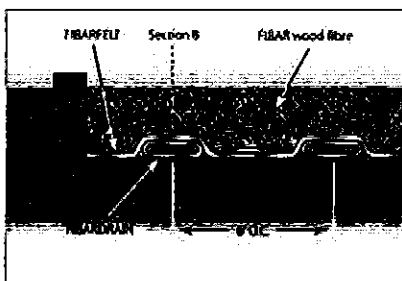


Figure 4

Note: Diagrams are not to scale. For illustration purposes only.

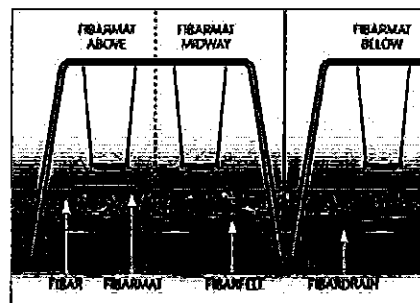


Figure 1

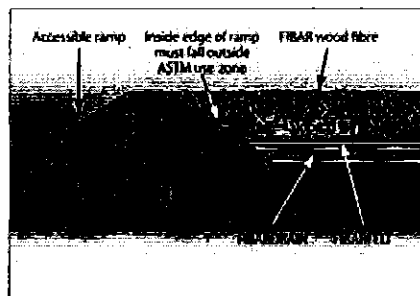


Figure 3. Entrance and exit ramps into the Fibar surface should have a minimum slope of 1 in 12 or must meet current ADA, state or local regulations.

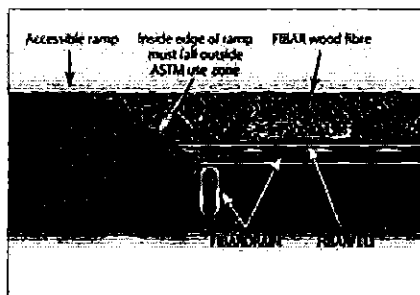


Figure 5. Entrance and exit ramps into the Fibar surface should have a minimum slope of 1 in 12 or must meet current ADA, state or local regulations.

MATERIAL SAFETY DATA SHEET

I. PRODUCT DESCRIPTION:

| | |
|---------------------|-----------------------------|
| Product Name | Fibar Engineered Wood Fiber |
| Composition | Natural Wood |

II. HAZARDOUS INGREDIENTS:

There are no materials of a hazardous nature in the composition of this product.

III. PHYSICAL PROPERTIES:

| | |
|------------------------------|---|
| Physical Form | Dry solid particles in a dense bulky form |
| Color | Varies from shades of gray to tan |
| Bulk Density / Weight | Nominally 475 pounds per cubic yard |
| Moisture Content | Maximum 50%, Minimum 4% |
| Particle Size | Nominally 1-1/2 inches long dimension with some particles being less than .010 inches |
| Odor | A slight wood odor can be detected by most people |

IV. FIRE AND EXPLOSION DATA:

| | |
|----------------------------------|---|
| Flash Point | Engineered Wood Fiber contains no flammable liquids and emits no flammable vapors. |
| Auto-ignition Temperature | Greater than 400 degrees Fahrenheit |
| Fire Potential | As with most combustible materials, there is the potential for accidental fires. When the product is used as a ground cover it is very unlikely that it will be ignited accidentally. Even where ignition occurs, the fire will not spread without the support of a strong wind or other aids. Often the ground moisture present will be sufficient to suppress the burning. There is no documented evidence of accidental fires with this type of product. |
| Extinguishing Media | Water |
| Fire Fighting Procedure | Any of the standard procedures for extinguishing fires with water is effective. The methods that apply copious amounts of water in a dense mist are especially effective. There are no special concerns for the fire fighter; normal precautions for a non-hazardous material fire are recommended. |

V. HUMAN HEALTH DATA:

| | |
|---------------------------|--|
| Ingestion | Inadvertent ingestion of Engineered Wood Fiber is not harmful, but is unpleasant. |
| Inhalation | During application, workers should be provided with dust masks. After the product is applied, there is no risk of inhalation. |
| Medical Conditions | Persons with known respiratory conditions or allergies to wood dust or cellulose fibers should not work in areas where Engineered Wood Fiber is being unloaded or installed. |

VI. EMERGENCY AND FIRST AID PROCEDURES:

| | |
|---------------------------|---|
| First Aid for Eyes | Flush eyes with sterile water to remove dust particles. If this fails, get the injured person to a physician. |
|---------------------------|---|

VII. EMPLOYEE PROTECTION RECOMMENDATIONS:

| | |
|-----------------------|--|
| Eye Protection | Workers applying or spreading the product should wear safety glasses with side shields and masks. |
| Ventilation | If the product is stored indoors, ventilation should be provided that is sufficient to keep the dust at a comfortable level for the workers. Otherwise ventilation is not necessary. |

VIII. PRODUCT STORAGE RECOMMENDATIONS AND PRECAUTIONS:

| | |
|--------------------------|---|
| Storage | The product may be stored outdoors if the storage area floor is firm and well drained. A pile of Engineered Wood Fiber sheds rain well, however, the outer layer of the pile will become wet to a depth of one or two inches but will dry quickly after the rain has stopped. It is not necessary to cover Engineered Wood Fiber. |
| Product Stability | The product does not deteriorate under the influence of outdoor storage for a period of six months. |
| Storage Safety | The storage of Engineered Wood Fiber should be safe from exposure to ignition sources. A source of water to extinguish any fires that might occur should be in proximity to the storage area. |
| Material Handling | The equipment used to handle bulk materials is generally satisfactory. |

IX. FEDERAL REGULATORY INFORMATION:

| | |
|--------------------|---|
| OSHA STATUS | Under OSHA rules, Engineered Wood Fiber is considered Non-Hazardous material. |
|--------------------|---|

This information is provided without warranty, expressed or implied.

**RFP 21MISC2, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MUCLH SERVICES**

TECHNICAL PROPOSAL BIDDER QUESTIONNAIRE

This form must be completed in its entirety and the requested documents submitted accordingly. Additional sheets may be included for lengthy responses but the question or line item number must be used as reference. Extraneous marketing materials or irrelevant information is not to be submitted.

1. BUSINESS OPERATIONS:

- 1.1 What playground manufacturer do you represent?
- 1.2 How long has this manufacturer been in business?
- 1.3 How many years has your company been representing this manufacturer?
- 1.4 How does the manufacturer determine which companies represent them, i.e. by state/region, and by what criteria?
- 1.5 Does your company perform a complete turnkey operation including full service design, construction and installation services?
- 1.6 Do you and the manufacturer agree to hold list prices firm for a minimum of 12 months?
- 1.7 How can FCPS verify annual list prices?
- 1.8 Do you agree to prepay freight and add the charges as part of a total project cost?
- 1.9 Describe the after warranty repair protocol and source for parts.
- 1.10 Do you agree to supply maintenance kits free of charge for awarded projects? If so, please confirm what will be included in the maintenance kit.

2. CONSTRUCTION PROCEDURES AND SAFETY COMPLIANCE:

- 2.1 List the ISO and IPEMA ASTM certifications for the equipment manufacturer you represent.
- 2.2 Is all your equipment CPSC and CPSIA compliant?
- 2.3 Are any of the components stamped with compliance to safety standards?
- 2.4 Do you use a third party installer or do you use your own in-house installers?
- 2.5 If a third party installer, how many years have they been installing this manufacturer's equipment?
- 2.6 If a third party installer, do they perform installations for any company other than your own?
- 2.7 Whether in-house or third party, describe the training and/or certification process used by the playground manufacturer to assure proper and safe installations?
- 2.8 Installation shall normally be within _____ days of equipment receipt (weather pending).
- 2.9 What is your installation sequence and protocol? [i.e. do you have equipment shipped by the manufacturer directly to the site, or do you bring the equipment when you are ready to install.
- 2.10 What safety measures do you use on the construction site - i.e. safety tape or orange safety fence to segregate the work area?

- 2.11 Do you have an in-house safety inspector, or is this person an employee of the third-party installer?
- 2.12 Has this equipment manufacturer been sued in the last five years for any safety related issues?
- 2.13 If yes, provide a brief summary of the case, whether the manufacturer was found culpable.

3. FINANCIAL BACKGROUND

- 3.1 What is the maximum amount of your company's bonding capacity?
- 3.2 Do you maintain or are you willing to secure the minimum insurance limits specified in this procurement for the life of the contract?

4. REQUESTED DOCUMENTS

- 4.1 Provide a copy of your Maryland business license.
- 4.2 Provide a copy of the Maryland business license for your installer, if a third party.
- 4.3 Include the warranty time periods for all components of the equipment you represent.
- 4.4 Include a copy of the in-house or third party safety inspector's latest certification.
- 4.5 Include a copy of the manufacturer's equipment catalog.
- 4.6 If you are not currently approved as an FCPS bidder, please include a completed 'General Application' and W-9 document, available at: www.fcps.org/purchasing. If you are unsure of your application status, contact Joni Carlo @ Joni.carlo@fcps.org.

5. REFERENCES

List five school playground projects that you have designed and installed in Maryland or the surrounding states of Virginia, West Virginia, Pennsylvania or the District of Columbia during the last two years. A maximum of three references may be with FCPS and at least one must exceed \$100,000 in total project value. References other than FCPS will be contacted. Include the following information:

Reference # 1:

- Project Name:
- Location:
- Reference Contact Name:
- Phone Number and Email Address:
- Project Value:
- Installer:

Reference # 2:

- Project Name:
- Location:
- Reference Contact Name:
- Phone Number and Email Address:

- Project Value:
- Installer:

Reference # 3:

- Project Name:
- Location:
- Reference Contact Name:
- Phone Number and Email Address:
- Project Value:
- Installer:

Reference # 4:

- Project Name:
- Location:
- Reference Contact Name:
- Phone Number and Email Address:
- Project Value:
- Installer:

Reference # 5:

- Project Name:
- Location:
- Reference Contact Name:
- Phone Number and Email Address:
- Project Value:
- Installer:

RFP 21MISC2, PLAYGROUND DESIGN BUILD SERVICES AND BULK EWF MULCH SUPPLY
FORM OF PROPOSAL - PART 1

A. Cost of equipment as a minimum fixed percentage discount from a verifiable pricing index:

| VENDOR | MANUFACTURER | PRODUCT LINE OR SERIES NAME | % DISCOUNT | MONTH WHEN LIST PRICES CHANGE |
|---------------|---------------------|--|-------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

B. Cost for installation services as a maximum percentage multiplier of total of equipment list prices:

| VENDOR | PRODUCT LINE OR SERIES NAME | PROJECT VALUE: LESS THAN \$24,999 | PROJECT VALUE: \$25,000-99,999 | PROJECT VALUE: ABOVE \$100,000 |
|---------------|--|--|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

C. Cost per Labor Hour for Additional Demolition and Removal Services/Non-Prevailing Wage: \$_____

D. Cost per Labor Hour for Additional Demolition and Removal Services/Prevailing Wage: \$_____

RFP 21MISC2, PLAYGROUND DESIGN BUILD SERVICES AND BULK MULCH SUPPLY
FORM OF PROPOSAL - PART 2

SAMPLE MODULAR PLAYSCAPE FOR PRIMARY AGES 5-8

| PRODUCT NAME OR EQUIVALENT | QTY. | EXPERIENCE CATEORY | PRODUCT # | LIST PRICE | % DISCOUNT | DOLLAR DISCOUNT | NET PRICE |
|--|------|----------------------|-----------|------------|---------------|--------------------|-----------|
| TRANSFER STATION W/STEPS AND SIDE BARRIERS | 1 | ADA ACCESSIBILITY | | | | | |
| OTHER ADA COMPONENTS AS NEEDED FOR ADA ACCESS FOR THIS PLAY STRUCTURE: | | ADA ACCESSIBILITY | | | | | |
| ARCHED BRIDGE, 6 FT. | 1 | BRIDGE | | | | | |
| HEXAGONAL DECK ASSEMBLY, PVC-FREE, 48" D | 1 | DECK | | | | | |
| SQUARE DECK ASSEMBLY, PVC-FREE, 48" D | 1 | DECK | | | | | |
| 10 FT. SNAKE BALANCE BEAM | 1 | FREESTANDING/BALANCE | | | | | |
| BENCH, 6 FT. LONG BENCH WITH BACK WITH SURFACE MOUNT | 1 | FREESTANDING/BENCH | | | | | |
| FREESTANDING, ARCH TIRE SWING | 1 | FREESTANDING/SWING | | | | | |
| SPINNER, GYRO-POD/VORTEX OR EQUIVALENT | 1 | MOTION/SPIN | | | | | |
| LOOP TRAVERSE, STRAIGHT, 6 FT., WITH ACCESS LADDER AT END | 1 | OVERHEAD | | | | | |
| PANEL, MAZE | 1 | PANEL | | | | | |
| PANEL, TIC/TAC/TOE | 1 | PANEL | | | | | |
| ROOF, SMALL HOLE PERFORATED STEEL TO USE OVER 48" HEX DECK WITH CAP | 1 | ROOF & SHADE | | | | | |
| 360 DEGREE SPIRAL SLIDE W/ PVC CANOPY | 1 | SLIDE | | | | | |
| DOUBLE GLIDE SLIDE, WITH SLOPING BEDWAY AT GROUND LEVEL, 54"/60" | 1 | SLIDE | | | | | |
| POSTS IDENTIFIED BY O.D. SIZE AND QTY: | | POSTS | | | | | |

SUB-TOTAL EQUIPMENT COST--LIST AND NET PRICE:

| | |
|---------|---------|
| \$_____ | \$_____ |
|---------|---------|

PERCENTAGE MULTIPPLIER FOR INSTALLATION:

| |
|--------|
| _____% |
|--------|

PLUS

CALCULATED INSTALLATION COST--EXCLUDING SITE WORK/DRAINAGE, ETC :

| |
|---------|
| \$_____ |
|---------|

PLUS

DEMOLITION AND REMOVAL SERVICES AT NON-PREVAILING HOURLY UNIT PRICE:

| | | | |
|----|-------|-------|---------|
| 75 | HOURS | \$/HR | \$_____ |
|----|-------|-------|---------|

SAMPLE PROJECT. GRAND TOTAL COST

| |
|---------|
| \$_____ |
|---------|

**RFP 21MISC2, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MULCH SUPPLY**

FORM OF PROPOSAL - PART 3

SUPPLY OF BULK ENGINEERED WOOD FIBER (EWF) MULCH

In compliance with the specifications, the undersigned proposes to provide all materials as indicated below.

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:

BRAND: _____

PRODUCT #: _____

DELIVERED PRICE PER CU YD* \$_____

*Based on a minimum order of 300 cubic yards at one time and delivered in drop shipments of 100 cubic yards.

**RFP 21MISC2, PLAYGROUND DESIGN BUILD SERVICES AND
BULK EWF MULCH SUPPLY**

SIGNATURE ACKNOWLEDGING PROPOSAL

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

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

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

| | | | |
|-------------|-------|-------------|-------|
| Addendum #1 | _____ | Addendum #2 | _____ |
| Addendum #3 | _____ | Addendum #4 | _____ |
| Addendum #5 | _____ | Addendum #6 | _____ |
| Addendum #7 | _____ | Addendum #8 | _____ |

RFP 21MISC2, PLAYGROUND DESIGN BUILD SERVICES AND BULK EWF MULCH SUPPLY

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