

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



**Bill Meekins CPPB, CPPO, NIGP-CPP,
CSBO, CPCP, Purchasing Manager**
Kim Miskell, CSBO, Assistant Purchasing
Manager
Roy McHaffa, Purchasing Agent

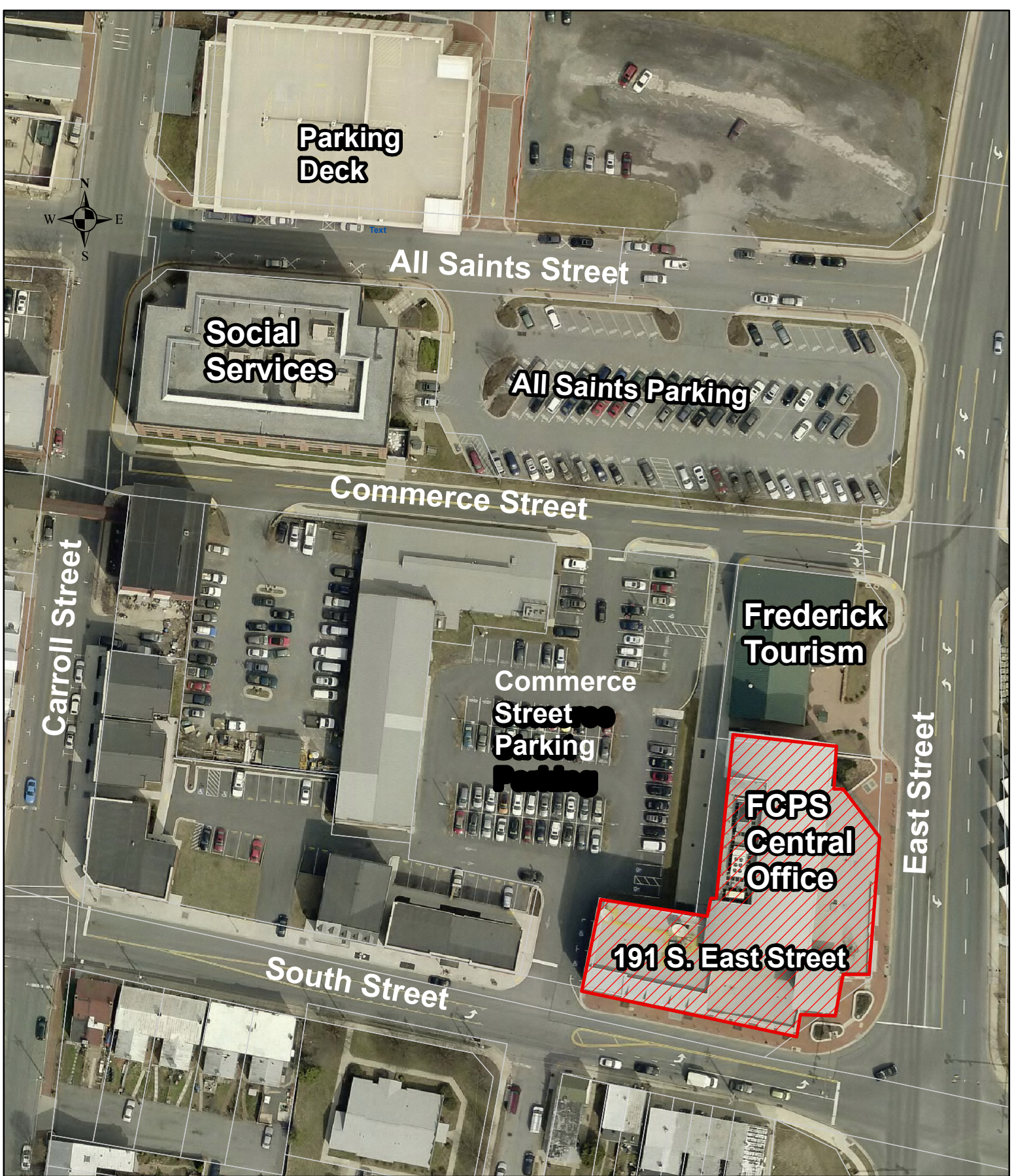
BID NUMBER/NAME:	22FS1, Service Line Equipment
BID ISSUE DATE:	March 18, 2022
BID CONTRACT MANAGER:	Bill Meekins, Purchasing Manager, willis.meekins@fcps.org
BID CONTRACT ADMINISTRATOR:	Robert Kelly, Director, Food and Nutrition Services, robert.kelly@fcps.org
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on April 7, 2022. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-BID DATE:	11:00 A.M., local time, March 29, 2022. (Attendance is encouraged, but not mandatory)
PRE-BID LOCATION:	Google Meet Dial-in: (US) +1 620-878-0884 PIN: 175 482 043#
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: https://secure.procurenw.com/portal/fcps . If you have problems downloading this bid or applicable addenda, contact: Krista Long at krista.long@fcps.org
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
BID DUE:	2:00 P.M., local time, on April 12, 2022. Location: Google Meet Dial-in: (US) +1 620-878-0884 PIN: 175 482 043#
SEALED BID DELIVERED TO:	FCPS is accepting electronic bid submissions through ProcureNow Bidders can create a FREE account with ProcureNow by signing up at http://secure.procurenw.com/signup .
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: May 4, 2022.
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 SCHOOL YEAR AT A GLANCE	5
FCPS DIRECTORY OF SCHOOLS	6-7
GENERAL TERMS AND CONDITIONS - SECTION I	8-27
Bidder Registration	
Pre-Bid Meeting	
Preparation of Bid	
Bid Pricing	
Taxes	
Addendum	
Receipt of Bids	
Opening of Bids	
Standard of Quality, "or Equal Clauses," and Substitutions	
Samples	
Guarantees and Warranties	
Award or Rejection of Bids	
Contract Formation	
Protests	
Contract Disputes	
Contract Assignment	
Multi -Year Contract	
Hold Harmless	
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	
Patents	
Technology-Based Instructional Products	
Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students	
Criminal Background Checks	
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	
Federal Contract Awards	
ATTACHMENT 1- Appendix II Part 200-Contrat Provisions for Non-Federal Entity	
Contract Under Federal Awards	

TABLE OF CONTENTS

SPECIFIC TERMS AND CONDITIONS - SECTION II	28-34
Scope	
Contract Period	
Pricing	
Equipment	
Contractor's Responsibility	
Ordering, Delivery, and Installation	
Bids for All or Part	
Preparation of Proposal	
Evaluation Criteria and Award	
Vendor Performance Evaluation	
Authorized Dealers	
Prevailing Wage Rates	
Damages/Responsibilities for Items Tendered	
Contractor's and Subcontractor's Insurance	
Local Licensing of Trade Persons	
Use of FCPS Services and Facilities	
Protection of Work and Property	
Inspections and Correction of Work	
Changes in Work	
 SPECIFICATIONS	 35
 COST PROPOSAL	 36-37
 SIGNATURE PAGE ACKNOWLEDGING PROPOSAL/ADDENDA	 38
 STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION FORM	 39-40
 CERTIFICATION OF COMPLIANCE FORM	 41-42
 VENDOR CONFLICT OF INTEREST DISCLOSURE FORM	 43



THE SCHOOL YEAR AT A GLANCE

2021

August 18 (Wednesday)	First Day of School
September 6 (Monday)	Schools* and Offices Closed
September 7 (Tuesday)	Schools* Closed
September 16 (Thursday)	Schools* Closed
September 23 (Thursday)	2-Hour Early Dismissal for Students
September 24 (Friday)	3 1/2 -Hour Early Dismissal for Students
October 12 (Tuesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 13 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open on Time
October 14 (Thursday)	3 1/2-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No 1/2 Day Pre-K; High Schools Open Full Day
October 15 (Friday)	Schools* Closed for Students
October 26 (Tuesday)	Schools* Closed for Students
November 24 (Wednesday)	Schools* and Offices Closed
November 25-26 (Thursday-Friday)	Schools** and Offices Closed
December 6 (Monday)	2-Hour Early Dismissal for Students
December 23 (Thursday)	Schools* Closed
December 24 (Friday)	Schools** and Offices Closed
December 27 (Monday)	Schools** and Offices Closed
December 28-30 (Tuesday-Thursday)	Schools** Closed
December 31 (Friday)	Schools** and Offices closed

2022

January 14 (Friday)	Schools* Closed for Students
January 17 (Monday)	Schools** and Offices Closed
February 18 (Friday)	2-Hour Early Dismissal for Students
February 21 (Monday)	Schools** and Offices Closed
March 28 (Monday)	Schools* Closed for Students
April 15-18 (Friday-Monday)	Schools** and Offices Closed
April 19-22 (Tuesday-Friday)	Schools* Closed for Students
May 6 (Friday)	2-Hour Early Dismissal for Students
May 30 (Monday)	Schools** and Offices Closed
June 1 *** (Wednesday)	2-Hour Early Dismissal/Last Day of School for Students

*BOE Determined

**State Mandated (See page 41)

***FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 2, 3, 6, 7, and 8. If no snow days are used, the last day for students is Wednesday, June 1. The June 2-hour early dismissal will occur on the last day of school for students. The school year will 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

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. **Blue Heron** 240-566-0700
Ms. Amy Schwiegerath, Principal
7100 Eaglehead Drive
New Market, MD 21774
Fax 240-566-0701
3. **Brunswick** ◆◆ 240-236-2900
Dr. Kimberly Mazaleski, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
4. **Butterfly Ridge** ◆◆◆ 240-566-0300
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
5. **Carroll Manor** ◆◆ 240-236-3800
Ms. Kimberly Robertson, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
6. **Centerville** 240-566-0100
Ms. Karen Hopson, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
7. **Deer Crossing** 240-236-5900
Ms. Amy Routzahn, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
8. **Emmitsburg** ● 240-236-1750
Ms. Amber Madigan, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
9. **Glade** ◆◆ 240-236-2100
Mr. Stephen Raff, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
10. **Green Valley** 240-236-3400
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401

21. **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
22. **North Frederick** ◆◆◆ 240-236-2000
Ms. Tracy Poquette, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
23. **Oakdale** 240-236-3300
Ms. Leigh Warren, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
24. **Orchard Grove** ◆◆ 240-236-2400
Mr. Jay Corrigan, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
25. **Parkway** ● 240-236-2600
Ms. Nicole Bell, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
26. **Sabillasville** 240-236-6000
Mr. John Veronie, Acting Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
27. **Spring Ridge** ◆◆ 240-236-1600
Dr. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
28. **Sugarloaf** 240-566-0500
Ms. Carmen Working, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
29. **Thurmont** 240-236-0900
Grades 3-5
Mr. Karl Williams, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901

MIDDLE

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

51. **West Frederick** 240-236-4000
Ms. Maggie Gilgallon-Joyce, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
52. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquezna, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001
53. **Brunswick** 240-236-8600
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
54. **Catoctin** 240-236-8100
Ms. Jennifer Clements, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
55. **Frederick** 240-236-7000
Dr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
56. **Governor Thomas Johnson** 240-236-8200
Ms. Tracey K. Kibler, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
57. **Linganore** 240-566-9700
Ms. Cynthia Hanlon, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
58. **Middletown** 240-236-7400
Mr. Bernard Quesada, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
59. **Oakdale** 240-566-9400
Ms. Lisa Smith, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
60. **Tuscarora** 240-236-6400
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
61. **Urbana** 240-236-7600
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601

62. **Walkersville** 240-236-7200
Dr. Stephanie Ware, Principal
81 West Patrick Street
Walkersville, MD 21793
Fax 240-236-7250

OTHER

63. **Career and Technology Center** 240-236-8500
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
64. **Carroll Creek Montessori Public Charter School** 240-566-0600
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
65. **FCPS Blended Virtual Program**
c/o Centerville ES
3601 Carriage Hill Drive
Frederick, MD 21704
Elementary 240-236-8970
Ms. Kate Krietz, Co-Principal
Fax 240-236-8971
Middle 240-236-8960
Mr. Frank Vetter, Co-Principal
Fax 240-236-8961
66. **Frederick Classical Charter School** 240-236-1200
Dr. Camille S. Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
67. **Frederick County Virtual School** 240-236-8450
Mr. Michael Watson, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
68. **Heather Ridge School** 240-236-8000
Ms. Elizabeth Stiffler, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
69. **Monocacy Valley Montessori Public Charter School** 240-236-6100
Ms. Amy Dorman, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
70. **Rock Creek School** 240-236-8700
Ms. Katie Buckley, Principal
55B West Frederick Street
Walkersville, MD 21793
Fax 240-236-8701

11. **Hillcrest** ●◆★ **240-236-3200**
Mr. Justin McConaughy, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
12. **Kempton** **240-236-3500**
Ms. Kathryn Golightly, Principal
3456 Kempton Church Road
Monrovia, MD 21770
Fax 240-236-3501
13. **Lewistown** ◆ **240-236-3750**
Ms. Belinda Fockler, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
14. **Liberty** **240-236-1800**
Ms. Jana Strohmeier, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
15. **Lincoln** ●◆★ **240-236-2650**
Mr. Eric Rhodes, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
16. **Middletown** **240-236-1100**
Grades 3-5
Ms. Jan Hollenbeck, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
17. **Middletown Primary** ◆◆ **240-566-0200**
Grades Pre-K-2
Ms. Sandra Fox, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
18. **Monocacy** ●★ **240-236-1400**
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
19. **Myersville** **240-236-1900**
Ms. Dana Austin, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
20. **New Market** ● **240-236-1300**
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
30. **Thurmont Primary** ● **240-236-2800**
Grades Pre-K-2
Dr. Michele Baisey, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
31. **Tuscarora** ● **240-566-0000**
Ms. Carrie Zimmerman, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
32. **Twin Ridge** ◆ **240-236-2300**
Ms. Heather A. Hobbs, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
33. **Urbana** ◆ **240-236-2200**
Ms. Tracy Hilliard, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
34. **Valley** ● **240-236-3000**
Ms. Jennifer Hyde, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
35. **Walkersville** ● **240-236-1000**
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
36. **Waverley** ◆◆◆ **240-236-3900**
Dr. Allie Watkins, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
37. **Whittier** ◆ **240-236-3100**
Mr. Lorcán ÓhEithir, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
38. **Wolfsville** **240-236-2250**
Ms. Linda Stuart, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
39. **Yellow Springs** ● **240-236-1700**
Ms. Hannah Feldman, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701



KEY

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

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 their proposal with original signatures. Signatures may be in ink (wet) or digitally signed. Signatures submitted with a script-style font will be accepted. Bids must be prepared on the proposal form(s), if provided. FCPS proposal forms format shall not be altered.
- d. Each bid shall 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.
 - 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 proposals submitted shall be irrevocable for a period of 90 days following the proposal due date, and FCPS has within that time period after due date to accept the proposal. FCPS reserves the right to reject any offer that specifies less than 90 days of acceptance time. Upon mutual agreement between FCPS and the contractor, the acceptance time may be extended. Proposals may not be withdrawn during this period.
- c. 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.
- 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 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 are to be uploaded to OpenGov Procurement, the online sourcing website utilized by FCPS. Submissions may be uploaded at any time prior to the bid due date and time. Bidders may modify their bid submissions up until the bid due date and time.
- b. Bids uploaded after the designated date and/or time will not be accepted. It is the responsibility of the supplier to ensure that submittals are uploaded on time.
- c. 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. The bid submission date will not change based on inclement weather, unless changed by an addendum. 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 date and time indicated on the solicitation cover sheet.
- b. All bids received must be signed by a person legally authorized to sign the company into a contract. Bids will be submitted on-line via OpenGov Procurement.
(<https://secure.procurenow.com/portal/fcps>).
- 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. Registered Sex Offenders

Individuals who are registered sex offenders are not eligible to work on any FCPS' property. Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland states, "a person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant." A supplier violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

It is the responsibility of each awarded supplier to screen their workforce to ensure that a Registered Sex Offender is not assigned to perform work at any FCPS school or project. The term workforce includes direct employees, subcontractors, and material and equipment suppliers the awarded supplier will use to perform the work.

b. Other Crimes

An awarded supplier(s), or subcontractors), 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:

- i. 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; or
- ii. Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in the State; or
- iii. 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.

- c. Violation of any of these provisions may result in immediate Termination for Cause.

31. CRIMINAL BACKGROUND CHECKS

- a. 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. The criminal background check includes both fingerprinting and disclosure forms and will be completed by the FCPS Human Resources Department by appointment only.
- b. In the event a provider is unable to be fingerprinted by the FCPS Human Resources Department due to distance (living more than 200 miles from FCPS located at 191 South East Street, Frederick, MD) or any other mutually agreeable reason, then the following alternative fingerprinting and disclosure process will be followed:
 1. A contract service provider must request via email a paper fingerprint card from the FCPS Human Resources Department for manual fingerprinting by the contract service provider's local law enforcement.
 2. The contract service provider must be fingerprinted under the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).
 3. The FCPS Human Resources Department will mail a paper fingerprint card to the mailing address provided by the requesting contract service provider.
 4. Upon being fingerprinted, the contract service provider will return the completed fingerprint card via mail to the FCPS Human Resources Department.
 5. The FCPS Human Resources Department will independently submit the contracted service provider's fingerprint card to the state's Criminal Justice Information System (CJIS) for state and federal criminal background check processing.
 6. The FCPS Human Resources Department will receive the state and federal background check results and maintain a copy.

7. In the event the FCPS Human Resources Department receives a criminal background check which requires explanation by the contract service provider, the FCPS Human Resources Department will hold a conference (either by phone or virtually) directly with the contracted service provider to determine if the individual would be detrimental to the safety of children and staff and/or if the nature of the crime is such that business operations would be at risk.
8. In the event the FCPS Human Resources Department deems a contract service provider's criminal background check to be unacceptable, the FCPS Human Resources Department will notify the contract service provider in writing of ineligibility to have regular, direct, and unsupervised access to FCPS students. 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.

The fingerprinting and background process may change based upon direction from CJIS. 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. In addition, 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](#)

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. FEDERAL CONTRACT AWARDS

In the event that federal funds are utilized for purchases under this contract, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, will be applicable.

This document can be found at the end of Section I, General Terms and Conditions, as Attachment “A”.

ATTACHMENT A - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers

must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

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

1. SCOPE

The intent of this solicitation is to establish a contracting for all labor, supervision, delivery, and equipment, necessary to provide serving line equipment, **on an as needed basis** in accordance with the attached terms, specifications and general conditions. **The Contractor(s) shall make deliveries of all equipment as directed by the Purchase Order (to the school location(s)).**

2. CONTRACT PERIOD

The contract shall be effective from date of award through August 31, 2023, with two additional one-year renewal periods. All terms and conditions of the original contract will apply to any such renewal(s). The renewal of the resultant contract shall be invoked at the discretion of the Board of Education. When a bidder submits a bid, he/she automatically accepts the above referenced renewal options as a condition of the award.

3. PRICING

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

4. EQUIPMENT

- a. Contractor shall furnish, deliver, and install the equipment listed. **The reference manufacturer's name and model number are intended to establish equipment requirements and not to exclude any equipment that is pre-approved by FCPS.**
- b. Other manufacturers' products with acceptable performance and technical specifications will be considered. **At least seven business days prior to the RFP due date,** the vendor shall email (robert.kelly@fcps.org and roy.mchaffa@fcps.org) a link to the manufacturer's specification page for the specific model number being requested as an alternative. An addendum will be issued **at least five business days prior to the RFP due date** listing all alternative manufacturers and model numbers that are acceptable alternatives under this proposal. Manufacturers and/or model numbers that have not been approved by FCPS will not be accepted.

5. CONTRACTOR'S RESPONSIBILITY

- a. Contractor shall furnish and deliver equipment described in the Bid Specifications and on the Bid Form of Proposal. Equipment shall be manufactured to meet N.S.F. standards and shall be so labeled. All electrical appliances shall be U. L. listed.
- b. If requested during the delivery setup, the Contractor shall remove and dispose of applicable existing equipment. All new equipment will be uncrated, set in place, installed, and test for proper operation. All packing and crating materials shall be removed from the premises by the Contractor. Upon completion of work, the Contractor shall be held responsible for any damages to the building (door frames, floors, etc.) and shall restore area to same condition as found.
- c. Upon completion of installation and successful testing of equipment, the Contractor shall provide personnel with one complete setoff operating and maintenance manuals.
- d. Upon completion of installation of equipment at each location, contractor shall contact Joshua Keilson (joshua.keilson@fcps.org), phone: 301-644-5060 to schedule a date and time of an on-site demonstration of each piece of equipment.
- e. Contractor shall provide a full, on-site, **minimum one-year warranty**, including parts and labor, for equipment and installation.

6. ORDERING, DELIVERY, AND INSTALLATION

- a. **Prior to placing an order, FCPS may request and on-site evaluation by the vender to get recommendations on equipment for the purposes of optimizing the space available and/or the equipment needed to accomplish the desired outcome.**
- b. Orders will be placed by the Food and Nutritional Services Department via purchase order.
- c. The equipment shall be delivered with the required features and options on the date agreed to by the vender and the Food and Nutritional Services department.
- d. Deliveries are to be coordinated with the Food and Nutritional Services department at least five business days in advance, with Joshua Keilson (joshua.keilson@fcps.org), phone: 301-644-5060. The contractor shall state the number of business days required to deliver and install the equipment on the Form of Proposal and shall deliver equipment in accordance with the lead-time stated.
- e. Deliveries must include manpower for off-loading and delivery inside the kitchens. FCPS staff will not be available to assist with off-loading the truck.
- f. Deliveries shall be made between the hours of 8:30 A.M. and 1:00 P.M. on weekdays other than Saturdays, Sundays, school holidays, or legal holidays (see School Calendar Closings enclosed).
- g. **Installation will vary per individual equipment purchase. The two scenarios include delivery and set in place or all final connections made by vendor including start-up.**
- h. If FCPS staff does the installation of any equipment, the vendor will (as part of their cost) do the initial startup of the equipment to make sure everything is operating properly and to start the warranty date.

7. 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.

8. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Proposal will be submitted on-line via ProcureNow (<https://secure.procurenow.com/portal/fcps>).
- c. The Proposal will include the following forms completed:
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Vendor Conflict of Interest Disclosure Form
 - Form of Proposal
 - Supporting documents
- d. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included on the Cost Proposal.

9. EVALUATION CRITERIA AND AWARD

- a. Award shall be made by line item, or in the aggregate, whichever is determined to be in the best interest of FCPS.
- b. Discounts from catalog or published price lists may be utilized from all vendors offering the discount. The highest discount offered does not necessarily guarantee that orders will be sent to a particular vendor.
- c. FCPS does not guarantee the purchase of any specific quantity or dollar amount to any vendor to whom an award has been made.

10. VENDOR PERFORMANCE EVALUATION

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

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

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

12. 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.

13. PREVAILING WAGE RATES

- 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

14. 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.

15. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

a. Worker's Compensation

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

b. Employers' Liability Insurance

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

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

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

c. Commercial General Liability Insurance

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

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

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

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

d. Scope of Insurance and Special Hazards

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

e. Comprehensive Automobile Liability

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

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

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
 - ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.
- g. Builder's Insurance
FCPS shall provide and maintain Builder's Risk Protection.
- h. Proof of Carriage of Insurance
The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS."
- i. Additional Insured
The Owner, Board of Education of Frederick County, the Frederick County Government, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

16. 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.

17. USE OF FCPS SERVICES AND FACILITIES

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

18. 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.

19. 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.

20. 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.

BID 22FS1, SERVICE LINE EQUIPMENT

SPECIFICATIONS

Hot wells:

- storage underneath on the server side
- on casters that can lock
- SOLID Tray line on one side for students
- flip-down tray line/counter space on server side
- sneeze guard on student side
- lights above the hot wells to display on the food

Cold section:

- Frost top cold section
- with sneeze guards on student side
- lights above the food
- on casters that can lock
- SOLID tray line on one side for students

All-purpose flat surface counter section:

- with a SOLID tray line on one side for students
- on casters that can lock
- storage underneath on server side

Cashier Stand-Mobile:

- on casters that can lock
- SOLID tray line
- need various heights (30", 36", 50")

Milk cooler:

- dual access
- cold wall
- option for both 8 crate and 12 crate capacity
- on casters that lock

BID 22FS1, SERVICE LINE EQUIPMENT

COST PROPOSAL

1. Mobile Heated Serving Counters (Includes tray serving line)

Make: Delfield

Model #: SH-3-HU

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

Warranty: _____

2. Mobile Heated Serving Counters (Includes tray serving line)

Make: Delfield

Model #: SH-4-HU

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

Warranty: _____

3. Mobile Heated Serving Counters (Includes tray serving line)

Make: Delfield

Model #: SH-5-HU

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

Warranty: _____

4. Mobile Self-Contained Frost Top Serving Counter

Make: Delfield

Model #: SCFT-50-NUP

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

Warranty: _____

5. Mobile All-Purpose Counters (Includes tray serving line)

Make: Delfield

Model #: SC-28-NU

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

6. Mobile Cashier's Counter, 30 Inches

Make: Delfield

Model #: SCS-30

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

7. Mobile Cashier's Counter, 36 Inches

Make: Delfield

Model #: SCS-36

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

8. Mobile Cashier's Counter, 50 Inches

Make: Delfield

Model #: SCS-50

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

9. Milk Cooler- Dual Access, Cold Wall, 8 case capacity

Make: Beverage Air

Model #: ST34N-S

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

Warranty: _____

10. Milk Cooler- Dual Access, Cold Wall, 12 case capacity

Make: Beverage Air

Model #: ST34N-S

Bid Price: _____ (Includes delivery and set in place)

Lead Time: _____ Days

Warranty: _____

BID 22FS1, SERVICE LINE EQUIPMENT

SIGNATURE ACKNOWLEDGING PROPOSAL

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

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

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

ACKNOWLEDGMENT OF ADDENDA (if applicable)

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

Date Received by Proposer/Bidder:

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

BID 22FS1, SERVICE LINE EQUIPMENT

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: _____

BID 22FS1, SERVICE LINE EQUIPMENT

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