

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE
2644 RIVA ROAD

ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Request for Bid #16CM-097

Date of Issue: March 2, 2016 Buyer: William T. Hubbard, CPPB, Lead Buyer

Title: GRASS SEED, FERTILIZER AND FIELD TREATMENT SUPPLIES

Bid Due Date: Bids are due no later than March 30, 2016 at 11:00 AM in the Purchasing Office. The opening is public and shall be conducted in the Bid Room at the address shown above. **NOTE: If the Central Office Building (address above) is closed due to inclement weather, bids shall be due on the next business day that the building is open. The originally scheduled bid opening time shall remain the same regardless of the opening day. Use telephone number 410-222-5160 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of the Central Office Building.**

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFB.

This Bid must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officers. To be signed by any other official, a Power of Attorney or Corporate Resolution must be attached to the bid. If respondent is a corporation, then it must be registered in accord with the Corporation and Association Article of the Annotated Code of Maryland. Your signature on this page hereby provides the AACPS your acknowledgment and acceptance of the terms and conditions contained in the Request for Bid and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of the Anne Arundel County Public Schools ("AACPS"), these specifications, terms and general conditions, and price bid shall become a legally binding Contract between the Successful Bidder and the AACPS.

Name of Respondent: Newson Seed, Inc

Address: PO Box 510 Fulton, MD 20759

Phone: 240-554-0359 Fax: 240-554-0366 eMail: allen@newsonseed.com

Federal ID or Social Security Number: 52-1382819 Payment Terms: Net 30

MDOT MBE Certification # _____ DGS Small Business Registration #: _____

Web Address: newsonseed.com MD Dept. of Assess. & Taxation # 03185726

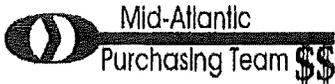
Date Bid Submitted: 3/29/16 Signature of Respondent: [Signature]

Printed/Typed Name and Title: Allen Bohrer / President

Accepted by AACPS Supervisor of Purchasing: [Signature]

Date: 4/15/16

Award Limitations: Items 1A, 2A, 3A, 5A, 7A, 8A, 9A, 14A, 16A, 17A, 18A, 19A, 20A, 21A



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Name of Respondent: Crop Production Services

Address: 8963 Yellow Brick Rd. Rosedale, MD 21237

Phone: 410-375-7226 Fax: 410-574-2927 eMail: tom.walsh@cpsagu.com

Federal ID or Social Security Number: 04-3769161 Payment Terms: 20th of Next Month

MDOT MBE Certification # _____ DGS Small Business Registration #: N/A

Web Address: www.cpsagu.com MD Dept. of Assess. & Taxation # _____

Date Bid Submitted: _____ Signature of Respondent: [Signature]

Printed/Typed Name and Title: Tom Walsh / Territory Manager

Accepted by AACPS Supervisor of Purchasing: [Signature]

Date: 4/15/16

Award Limitations: 1, 4A, 6A, 10A, 11A, 12A, 13A, 15A

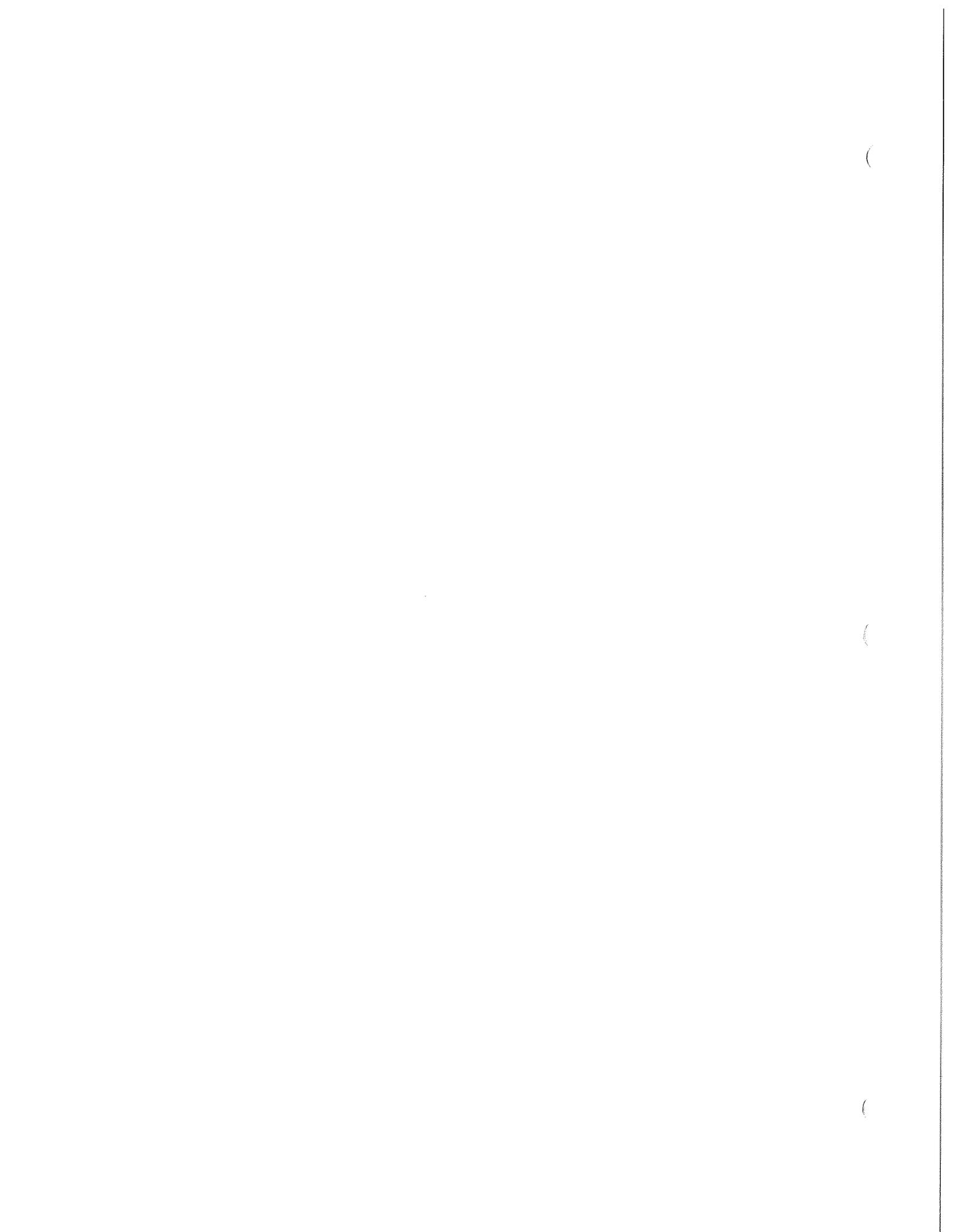
16CM-097 GRASS SEED, FERTILIZER, AND FIELD TREATMENT SUPPLIES

Buyer's Initial *PA*

Company	Qty	Newsom Seed, Inc.		Crop Production Services		SiteOne Landscape Supply	
		Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Item #1A 24-0-0 SCU 50lb. bags	1,100	\$13.29	\$14,619.00	no bid	no bid	\$15.49	\$17,039.00
Item #2A Maryland Certified 50lb. bags	400	\$67.00	\$26,800.00	no bid	no bid	no bid	no bid
Item #3A Oregon (blue tag) Fescue Mix 50lb bags	400	\$64.50	\$25,800.00	no bid	no bid	no bid	no bid
Item #4A Dolomitic Palletized Limestone 50lb. Bags	400	\$4.50		\$3.95	\$1,580.00	\$4.25	\$1,700.00
Item #5A Solu Cal - Standard Grade 50lb bags	20	\$12.25	\$245.00	\$12.50		\$13.25	\$265.00
Item #6A 21-0-0 Ammonium Sulfate 50lb bags	60	\$10.49		\$9.95	\$597.00	\$15.50	\$930.00
Item #7A Bermuda Grass: Riviera 25lb. bags	30	\$293.75	\$8,812.50	no bid	no bid	\$385.00	\$11,550.00
Item #7A Bermuda Grass: Savannah 25lb bags	15	\$131.25	\$1,968.75	no bid	no bid	no bid	no bid
Item #8A Transitional/Annual Panterra 50lb. bags	190	\$49.50	\$9,405.00	no bid	no bid	no bid	no bid
Item #9A Transitional/Annual Ryegrass 50 lb. bags Breakout	600	\$49.50	\$29,700.00	no bid	no bid	no bid	no bid
Item #10A 0-0-7 with .20% Merritt 50lb. bags	400	\$15.35		\$15.15	\$6,060.00	\$16.50	\$6,600.00
Item #11A 46-0-0 Urea Fertilizer 50lb. bags	300	\$12.35		\$11.00	\$3,300.00	\$14.25	\$4,275.00
Item #12A 0-0-50 Sulfate of Potash Fertilizer 50lb. bags	200	\$27.65		\$27.50	\$5,500.00	\$29.50	\$5,900.00
Item #13A 0-0-7 with .067 Acelepryn 50lb. bags	400	\$24.45		\$23.90	\$9,560.00	\$27.15	\$10,860.00
Item #14A 0-0-7 with .86% Pre M 50lb. bags	400	\$11.75	\$4,700.00	no bid	no bid	\$12.25	\$4,900.00
Item #15A 0-0-7 with .38% Prodiamine 50lb. bags	400	\$11.65		\$10.90	\$4,360.00	\$16.75	\$6,700.00
Item #16A Field Conditioner, Turface MVP 50lb. bags Or AACPS Approved Equivalent	400	\$8.95	\$3,580.00	\$12.00		\$9.25	\$3,700.00
Item #17A Field Conditioner, Turface Quick 50lb. bags Or AACPS Approved Equivalent	400	\$8.95	\$3,580.00	\$12.50		\$8.95	\$3,580.00
Item #18A Lebanon Proscap 20-0-5;30 Mesa w/1% Iron 50lb. bags Or AACPS Approved Equivalent	500	\$15.25	\$7,625.00	*Rejected		\$15.95	\$7,975.00
Item #19A Growmark 24-0-12;25% xcu 50lb. bags Or AACPS Approved Equivalent	500	\$13.25	\$6,625.00	\$13.50		\$16.10	\$8,050.00
Item #20A Lebanon ProScap 32-0-6;30% Mesa 50 lb. bags Or AACPS Approved Equivalent	500	\$19.85	\$9,925.00	*Rejected		\$20.25	\$10,125.00
Item #21A Apex 10 - Humic Acid/2.5 Gallon Containers	10	\$167.50	\$1,675.00	no bid	no bid	no bid	no bid
Total			\$ 155,060.25		\$30,957.00		\$104,149.00

Bold indicates awardee

*Does not meet Anee Arundel County Public Schools specifications.





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Name of Respondent: _____

Address: _____

Phone: _____ Fax: _____ eMail: _____

Federal ID or Social Security Number: _____ Payment Terms: _____

MDOT MBE Certification # _____ DGS Small Business Registration #: _____

Web Address: _____ MD Dept. of Assess. & Taxation # _____

Date Bid Submitted: _____ Signature of Respondent: _____

Printed/Typed Name and Title: _____

Accepted by AACPS Supervisor of Purchasing: _____

Date: _____

Award Limitations: _____

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Section I: GENERAL INFORMATION

1. GENERAL

The Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools ("AACPS") is soliciting competitive sealed bids, as the lead agency for a regional consortium, for all necessary supplies, materials, equipment, labor and supervision required to provide the services as more fully described herein. Services shall be performed in accordance with the specifications, terms, general conditions, and attachments (if any). ***If further information is required, contact the buyer at 410-222-5160. It is the responsibility of bidders to check for addenda on our web page (www.aacps.org) prior to the bid opening.***

Familiarize yourself with the Request for Bid (RFB). The opening place, due date and time are stated herein. Schedules for site inspections and or pre-bid conference, if required, are also noted. Familiarize yourself with the Instructions to Respondents, Check off List, Specifications, Qualifications, Mandatory Terms and Conditions, Price Proposal Work Sheet, Experience Questionnaire, Plans (if any) and Site Conditions.

AACPS is functioning as the lead agency for the Baltimore Regional Cooperative Purchasing Committee ("BRCPC"). Appendix A contains the additional terms and conditions for this regional procurement and are considered incorporated in any resulting contract.

2. NO OBLIGATION

This inquiry implies no obligation on the part of the AACPS.

3. RESPONSE INSTRUCTIONS

Respondents are responsible for properly labeling their bid envelope with their name, address, bid number and due date. AACPS shall not be held responsible for a bid, which may be inadvertently opened prior to the specified opening date, unless it is submitted with proper labeling.

4. REJECTION/CANCELLATION OF RFB

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS. Additionally, to insure fair competition and to permit a determination of the lowest responsive and responsible bidder, non-responsive or non-responsible bids which demonstrably show a risk of default, or which include omissions, alterations of form and bids that are conditional or irregular in any respect, may be rejected by the Supervisor of Purchasing.

5. PRICE GUARANTEE

The respondent warrants that the bid price response, if made, shall be effective for a period of not less than ninety (90) days from the date bids are due. NOTE: If successful, prices shall remain firm over the duration of the contract stated herein.

6. EXCEPTIONS

Should a respondent find any discrepancy in the plans and/or specifications or should there be any doubt as to the meaning or intent of any part thereof or should respondent have any exceptions to the terms and conditions stated herein, respondent must, not later than seven (7) days (Saturdays and Sundays included) prior to the opening of bids/proposals, request clarification from the AACPS, which shall correct the discrepancy. Failure to request such clarification shall be construed as a waiver of any claim by the respondent for expense made necessary by reason of a later interpretation of the contract documents by the Supervisor of Purchasing.

Failure to comply with this paragraph shall indicate full acceptance of the terms and conditions as stated, and/or result in the rejection of your response as non-responsive.

7. SUBMITTALS

The submittals for this solicitation include the original, unaltered solicitation document including any addendums issued by AACPS, financial statement, Qualifications/Experience Questionnaire, Bid Work Sheet, and any other additional documents requested herein shall be completed and returned with each bid/proposal. Failure to do so may cause rejection of bid. Acceptable documents for compliance with the Financial Statement mandatory requirement include, respondent's:

- Latest Balance Sheet and Income Statement as computed by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report or
- Other financial documents as determined acceptable by the Supervisor of Purchasing.

8. LATE BIDS

Late bids will not be accepted unless there is a mistake on the part of an AACPS employee that causes the bid to be late. Otherwise, it is the sole responsibility for the bidder to ensure that their bid is submitted on or before the date and time specified in the solicitation. Late bids will either not be accepted, returned unopened, or destroyed at the bidder's request.

9. BID WITHDRAWAL

No bid can be withdrawn after it is filed unless the respondent makes a written request to the buyer, prior to the time set for the opening of bids, or if AACPS fails to award or issue a notice of intent to award, or respondent provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of the AACPS Supervisor of Purchasing.*

10. COST OF BIDDING

AACPS accepts no responsibility for any expense incurred in the proposal preparation and presentation requirements, if any. Such expense is to be borne exclusively by the respondent.

11. COOPERATIVE PURCHASING CLAUSE

Anne Arundel County Public Schools reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor 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.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

12. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulations Manual, Code DEC.

13. REGISTRATION

Pursuant to Section 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

14. COMPETITIVE SEALED BID PROCESS

- Respondent shall submit all mandatory requirements as set forth in the RFB.
- Respondent shall submit one copy of their bid, including all attachments on or before the date and time specified on the title page. Any and all bids received after the date and time specified shall be considered late and rejected on that basis.
- No respondent shall be allowed to offer more than one price on each item even though respondent may feel that two or more types or styles shall meet specifications. Respondents shall determine for themselves which to offer. If said respondent should submit more than one price on an item, all prices for that item shall be rejected at the discretion of the Buyer.
- The Buyer shall review each submission for responsiveness. If respondent is determined to be not responsive or not responsible, respondent shall be rejected and notified in writing accordingly.
- Award of this RFB may be made by group, item, lot or any combination at the sole option of the AACPS and shall be made to the respondent(s) offering the lowest favorable bid price.

15. ANTI-BRIBERY

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

16. SITE INSPECTION

If applicable, respondent is responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by bidder to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the bidder shall report such to the Supervisor of Purchasing.

A site inspection is strongly recommended. Inspections may be arranged by **calling** each school, Monday through Friday between 8 AM and 3 PM, except AACPS recognized holidays, to make an appointment and identify the employee(s) that will be visiting the site. When Contractor's employee(s) arrive on site, they will be required to produce a copy of the bid advertisement or bidding documents along with their photo identification. Where scanning equipment is located, their identification will be scanned to ensure compliance with paragraph 22 Sex Offender Notification of this section. If the Contractor's representative cannot produce this required documentation, or the scan identifies the employee(s) as a registered offender, the school reserves the unilateral right to not allow Contractor's employee(s) on site for any reason. This will not constitute grounds for an extension of the bid due date.

17. TAXES

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. Respondents shall not include these taxes in their bid price. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and exemption does not apply.

18. BEST CUSTOMER

The AACPS expects to receive pricing of the best customer of the Supplier/Contractor. If during the life of any resulting contract a better price is offered to another customer, then that best price shall be offered to the AACPS.

19. TOBACCO PRODUCTS

The use of Tobacco products is not permitted on school property. Referencing AACPS Board Policy Code 800.03 and Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education of Anne Arundel County. Failure to comply with this clause is considered a material breach of contract that may result in termination.

20. IRREGULARITIES

AACPS reserves the right to waive any minor mistakes in the solicitations and or bids. AACPS reserves the right to negotiate or modify any element of the bid to ensure that the best possible arrangements for achieving the stated purpose are obtained.

21. SUBCONTRACTORS

AACPS shall enter into an agreement with the selected Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this RFB. Subcontractors, if any, shall be identified and a complete description of their role relative to this bid shall be included at the time of the bid opening.

22. SEX OFFENDER NOTIFICATION

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See *Criminal Procedure Article, §11-707, Annotated Code of Maryland*. An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor 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. See *Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland*.

A. Other Crimes

An AACPS contractor or subcontractor 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:

- 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- 6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
- 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See *Education Article, §6-113, Annotated Code of Maryland*

B. AACPS contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all of the contractor's direct employees, subcontractors, and independent contractors.

C. Violations of any of these provisions may result in immediate termination for cause.

Contractor workforce requiring access to any of the AACPS schools located on the secure portion of Fort Meade will require additional background checks conducted by the Installation

23. ACCESS TO PUBLIC RECORDS ACT

Respondent should identify those portions of its bid/proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Access of Public Records Act. Respondents are advised that, upon request for this information from a third party, the Supervisor of Purchasing will be required to make an independent determination whether the information may be disclosed. Failure to clearly identify confidential, proprietary or trade secret information will be an indication to AACPS that the entire bid/proposal is available for public disclosure.

24. GIFTS

In accordance with Board Policy Code BAF, contractors/vendors are hereby notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/offeror is no longer a responsible bidder or vendor. The subject Code further states that Board officials and employees shall not "solicit any gift, or accept any gift or series of gifts exceeding \$25 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict or interest as determined by the Ethics Panel. For purposes of this section, gift includes the transfer of any service or thing of economic value regardless of form without adequate and lawful consideration.

25. eMarylandMarketplace REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.com within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMarylandMarketplace. 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 eMarylandMarketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

26. Check-off list for mandatory requirements in your bid response, provided for your convenience:

1. **Return entire, original document including Title Page, Specifications, Addendums and Bid Work Sheet**
2. Qualification/Experience Questionnaire
3. Financial Statement (Upon Notification of Award)
4. Certificate of Insurance With Anne Arundel County Public Schools Named as Additional Insured (Upon Notification of Award)
5. Material Safety Data Sheets

Failure to provide mandatory requirements may be cause for rejection of your bid.

Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: _____

Information furnished in response to this Questionnaire and any verifications made by the Anne Arundel County Public Schools (AACPS) shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by AACPS the right is hereby reserved to determine a respondent as not responsive, which may cause rejection of their bid.

Respondent shall have at least three (3) years experience in providing Grass Seed, Fertilizer and Field Treatment Supplies similar **in scope and complexity** to those described herein. This experience must be under respondent's legal company name from which this response has been submitted.

How many years has your firm been in the business of providing similar products under your present legal name? _____
 _____ Years of relevant experience

2. List at least three (3) contracts/references similar to the work described herein, in which your organization has completed within the last twelve (12) months. (Include company names, firm or Government Agency, address, and contact person and phone number).

A. Address: _____
 Contact Person: _____ Phone Number: _____
 Company Name: _____

B. Address: _____
 Contact Person: _____ Phone Number: _____
 Company Name _____

C. Address: _____
 Contact Person: _____ Phone Number: _____
 Company Name: _____

3. List two (2) professional references not including those cited above. Provide name, address, phone and fax number and point of contact.

Name	Address	Phone	Email	Point of Contact

4. What is your Dunn and Bradstreet Rating? _____

5. How many people does your company presently employ on a:

A. Full Time basis? _____

B. Part Time basis? _____

6. Has your organization performed any contract for any Department, Board, Administration, Agency, organization of the State of Maryland or Anne Arundel County Government over the last five (5) years? (Please list names, addresses, dates and the Government employee responsible for accepting the work).

7. Has your company or any of its officers ever been found guilty of any criminal act in regard to the performance of any contract by a federal or state court or subjected to any penalty, or liquidated damages arising out of poor or non-performance? Explain.

8. Has your company ever been suspended or debarred bidding on future Local, State or Federal contracts by the Board of Public Works, or any other Local, State or Federal organization for any reason? Explain.

9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

10. Is any part of the service or product provided under this solicitation purchased or made outside the United States? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief.

Date this _____ day of _____ 2014.

Name of Organization: _____

By: _____

(Print Name)

Title: _____

Section III: SPECIFICATIONS

1. SCOPE:

Contractor shall provide Grass Seed, Fertilizer and Field Treatment Supplies to Anne Arundel County Public Schools and other participating entities of the resultant Contract in accordance with the specifications, terms, conditions and pricing of the Subject Contract. Participants in this MAPT Procurement shall minimally include: Anne Arundel County Public Schools, Anne Arundel County Government and Fauquier County, Virginia, Government and Public Schools.

2.0 CONTRACTOR'S RESPONSIBILITY

2.1 GENERAL:

Contractor shall furnish and deliver Grass Seed, Fertilizer, and Field Treatment Supplies as described and specified on the Bid Work Sheets, on an **"as needed, as requested basis"**, to delivery locations noted herein.

2.2 GRASS SEED SPECIFICATIONS:

Contractor shall assure that all grass seed meets the specifications as specified herein.

Contractor shall supply documented blend of varieties at the time of the bid opening.

Contractor shall assure that all grass seed is free of all prohibited and restricted noxious weeds in accordance with the Maryland Seed Law & Regulations of 1957, except blue tag specified or Oregon certified.

Contractor shall assure that all grass seed is free of ryegrass, timothy, bent grass, quack grass, Canada bluegrass, Canada thistle, Bermuda grass, tall fescue and clover unless included in a specified mixture.

Contractor shall assure that certified seed mixtures and seed lots have been blended under the supervision of the Maryland Department of Agriculture.

Contractor shall assure that the Seed filling this request complies with the Maryland Seed and Regulations Law, except blue tag specified or Oregon certified.

Contractor shall assure that all seed has been certified with complete and accurate analysis tags attached to each container.

The seed to be purchased is subject to the results from a quality control sampling submitted to the Maryland Seed Laboratory. Seed lots that fail to meet the minimum specifications contained herein will be returned to the supplier without payment. Supplier will be required to replace promptly any lot failing to meet these specifications.

2.3.1 Certified Turf Type Tall Fescue Grass Seed Mixture

Seed mixture shall be comprised of a blend of three improved varieties of turf type tall fescue with lateral spread technology. Acceptable varieties include Firecracker LS, Spyder LS, and Raptor II, Titanium LS or equivalent from Mountain View Seed. Blend shall be at least 99% pure, less than 1% inert matter and 0% weed seed. All seed shall be blue tag certified. All varieties shall be listed in the top 20 as shown in the NTEP reports and be listed as recommended for use in Maryland and Virginia. No substitutions shall be allowed.

2.3.2 Certified Bermuda Grass Seed Varieties

Certified Riviera Bermuda grass seed: Seed shall be packed in twenty-five (25) pound buckets with a blue certification tag from the state of origin. Seed shall be coated with gibberellic acid. No substitutions will be accepted.

Certified Savannah Bermuda grass seed: Seed shall be packed in twenty-five (25) pound buckets with a blue certification tag from the state of origin. No substitutions will be accepted.

2.3.3 Transitional/Annual Ryegrass Varieties

Panterra Annual Ryegrass: Seed shall be packaged in fifty (50) pound bags. No substitutions shall be accepted. (Barenbrug variety)

Breakout annual ryegrass: Seed shall be package in (50) lb. bags. No substitutions shall be accepted. (Mountain View Variety)

2.4 FERTILIZER

Contractor shall assure for purpose of this solicitation, 24-0-0 poly plus SCU, LEBANON Proscap 20-5-5; 30% MESA W/1% fe in granular form, 46-0-0 UREA, 0-0-50 Sulfate of Potash Fertilizer and 21-0-0 ammonia sulfate is considered the standard of the industry, packaged in 50 lb. bags (net weight)

24-0-0 Poly Plus Sulfur Coated Urea

With 50% Nitrogen from sulfur coated urea. Must contain micronutrients (iron 2%, manganese 1%, chlorine 9.00%)

Nitrogen	24%	Iron	2.00%
Manganese	1.00%	Sulfur	3.65%
Chlorine	9.00%		

Fertilizer is to be packaged in 50 lb. bags.

With sulfur coated urea (with 50% of the available nitrogen from slow release form)

Dolomitic Pelletized Limestone

Contractor shall provide dolomitic pelletized limestone, in 50 lb. bags to each high school location

2.5 CALCINE CLAY - FIELD CONDITIONER

Infield conditioner shall be used to manage moisture, improve drainage, and clear up puddles. Products Bid shall be equivalent to Turface MVP, Turface Pro-League, and Turface Quick Dry.

2.6 PACKAGING

All items delivered shall be packaged in fifty (50) pound net weight bags or containers except for Certified Bermuda Grass seed varieties, which shall be packed in twenty-five (25) pound buckets.

2.7 MATERIAL SAFETY DATA SHEETS

Contractor shall provide Material Safety Data Sheets before shipping any product to Anne Arundel County Public Schools. Material Safety Data Sheets shall also be included with each delivery. Material Safety Data Sheets shall be forwarded to:

Anne Arundel County Public Schools
C/o Les Phelps Athletic Grounds Foreman
Maintenance Division
9034 Ft. Smallwood Road
Pasadena, MD 21122

2.8 REPORTING REQUIREMENTS

At the end of each Contract term, the Contractor shall provide AACPS with a report detailing the purchases of all products under this Contract. The report shall contain the product, quantity, and the jurisdiction ordering the product. This will enable AACPS to maintain history for future bidding opportunities.

2.9 NEW ITEMS AND OMISSIONS

Contractor shall be responsible for supplying new items if a need is found for an item after the award of the Contract, though development of new field management programs or through the inadvertent omission of any item normally included in a bid of this type. Pricing for these items shall be based on a percentage discount off Contractor's wholesale price. The Contractor's wholesale price shall include all charges, including but not limited to overhead, shipping, and profit. Contractors may be required to provide proof of their cost at the time of the order.

2.10 ANNE ARUNDEL COUNTY SCHOOL DELIVERIES

Deliveries to AACPS high schools shall be delivered twice yearly (spring and fall). All deliveries shall be coordinated with AACPS representatives. Addresses and estimated quantities are listed below.

ANNAPOLIS SENIOR HIGH SCHOOL
2700 Riva Road
Annapolis MD 21401

ARUNDEL SENIOR HIGH SCHOOL
1001 Annapolis Road
Gambrills MD 21054

BROADNECK SENIOR HIGH SCHOOL
1265 Green Holly Drive
Annapolis MD 21401

CHESAPEAKE SENIOR HIGH SCHOOL
4798 Mountain Road
Pasadena MD 21122

GLEN BURNIE SENIOR HIGH SCHOOL
7550 Baltimore Annapolis Blvd.
Glen Burnie MD 21060

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MEADE SENIOR HIGH SCHOOL
1 Clark Road
Ft. Geo Meade MD 20755

NORTH COUNTY SENIOR HIGH SCHOOL
10 E 1st Avenue
Glen Burnie MD 21061

NORTHEAST SENIOR HIGH SCHOOL
1121 Duvall Highway
Pasadena MD 21122

OLD MILL SENIOR HIGH SCHOOL
600 Patriot Lane
Millersville MD 21108

SEVERNA PARK SENIOR HIGH SCHOOL
60 Robinson Road
Severna Park MD 21146

SOUTH RIVER SENIOR HIGH SCHOOL
201 Central Avenue East
Edgewater MD 21037

SOUTHERN SENIOR HIGH SCHOOL
4400 Solomon's Island Road
Harwood MD 20776

FT. SMALLWOOD MAINTENANCE FACILITY
9034 Ft. Smallwood Road
Pasadena MD 21122

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Product	A N N A P O L I S	A R U N D E L	B R O A D N E C K	C H E S A P E A K E	G L E N B U R N I E	M E A D E	N O R T H C O U N T Y	N O R T H E A S T	O L D M I L L	S E V E R N A P A R K	S O U T H R I V E R	S O U T H E R N
Lebanon 20-0-5 30%MESA w/ 1%FE	14	28	15	35	14	21	35	14	21	21	14	14
Lebanon 20-0-5 30%MESA w/ 1%FE	12	12	12	12	12	12	12	4	12	12	12	12
Kirby 46-0-0	15	30	30	15	45	30	15	30	30	30	15	30
Kirby 0-0-50	6	12	12	6	18	12	6	12	12	12	12	12
Turf type tall fescue	20	36	44	44	40	28	44	30	40	28	20	20
Breakout rye	30	60	60	30	90	60	30	60	60	60	30	30
Surface MVP	40	40	40	40	40	40	40	40	40	40	40	40
Surface Quick Dry	40	40	40	40	40	40	40	40	40	40	40	40
Anticipated annual quantities												
Row 2 fall fert												
Row 3 spring fert												

2.11 F.O.B. Destination

All contract pricing shall include shipping. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the AACPS.

2.12 Fort George G. Meade

Heightened Security has gone into effect at Fort Meade. The Anne Arundel County Schools that are located at Fort Meade are:

Manor View Elementary School
2900 MacArthur Road
Ft. George G. Meade MD 20755
410-222-6504

West Meade Early Education Center
7722 Ray Street
Ft. George G. Meade MD 20755
410-222-6545

Pershing Hill Elementary School
7600 29th Division Road
Ft. George G. Meade MD 20755
410-222-6519

MacArthur Middle School
3500 Rockenbach Road
Ft. George G. Meade MD 20755
410-674-0032

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Contractors who work on Fort Meade or who would require access to facilities during emergency conditions or periods of restricted access are required to register your vehicle(s). To register call the **Visitor Control Center at 301-677-1063**. All vehicles must be registered to gain entry onto Fort Meade. To register you must show: an ID showing government affiliation, a valid driver's license and valid registration as well as proof of insurance. If the registrant does not own the vehicle, the owner must authorize the registration with either a power of attorney or a notarized letter. These services will be available from 7:30 A.M. to 3:30 P.M., Monday through Friday at the Visitor's Center. The Provost Marshal encourages registration during OFF-PEAK (non-rush hour) times. Decals issued by other military installations ARE honored on Fort Meade.

Vehicle Registration is located in the Visitor Control Center, adjacent to the Reece Road and Route 175 Entrance. Entry for deliveries to Schools on Fort George G. Meade must be made through the entrance at Route 32 and Mapes Road.

Security measures may change and as they do, contractors are solely responsible for any expense and to keep updated on all new procedures by visiting Fort Meade's website at <http://www.ftmeade.army.mil> and/or by calling the Visitor Control Center at **301-677-1063**, and for compliance therewith.

Please also be aware that the Department of Defense has instituted a new policy on the use of cell phones which specifically prohibits cell phone use while driving on Fort Meade properties. Violators will be fined.

2.13 CONFIDENTIALITY

Contractor shall ensure the complete confidentiality of any and all information provided by AACPS, and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

3.0 AACPS RESPONSIBILITIES

3.1 Access to the Premises

AACPS will provide access to applicable AACPS Locations, Monday through Friday 8:00 A.M. to 2:00 P.M., all days AACPS is open for business. Vendors are welcome to visit our website at www.aacps.org for school holidays and other school closings.

3.2 Inspection of Services and Testing of Supplies and Services

The Contractor shall provide and maintain an inspection system acceptable to the AACPS covering the supplies/services under this solicitation/contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the AACPS during contract performance and for as long afterwards as the contract requires.

The AACPS has the right to inspect and test all materials/services in accordance with the solicitation/contract, to the extent practicable at all times and places during the term of the contract. The AACPS shall perform inspections and tests in a manner that will not unduly delay the work.

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If the AACPS performs inspections or tests on the premises of the Contractor or a Subcontractor, the Contractor shall furnish, and shall require Subcontractor to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- (1) No inspector other than the Supervisor of Purchasing may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.
- (2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.
- (3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the materials/services do not conform to solicitation/contract requirements, the AACPS may require the Contractor to perform the services again in conformity with contract requirements, the AACPS may:

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, the AACPS may:

- (1) By contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by the AACPS that is directly related to the acquisition of such material/service; and/or Terminate the contract for default.

4. QUANTITIES

AACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

5. DURATION OF CONTRACT

Once awarded, the contract shall remain in force and effect for a period not to exceed two (2) years from the date of award to begin on or about April 1, 2016.

**6. SURETY
RESERVED**

7. INSURANCE REQUIREMENTS

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits

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of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.** On all Commercial General Liability Insurance policies the **Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all of its agents and employees** shall be named as an additional insured, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall fax a copy within two (2) business days of its receipt to the Supervisor of Purchasing at (410) 222-5624. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Anne Arundel County (the Board) for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing.

Section IV: MANDATORY TERMS AND CONDITIONS

The following are mandatory terms and conditions to be included in all contracts

1. LEGAL COMPLIANCE

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

If applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify. This is a "no fee" service.

2. EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

3. MINORITY AND SMALL BUSINESS ENTERPRISES

Minority and Small Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of AACPS that Maryland Department of Transportation certified Minority Business Enterprises and Maryland Department of General Services registered Small Businesses participate in a minimum of fifteen (15) percent of the total dollar value of the Department's construction, supply and service procurements. For additional information please contact AACPS's Minority and Small Business Enterprise Office, Esther Avery at 410-222-5130. The Maryland Department of Transportation web site (www.mdot.state.md.us) is available to help locate Maryland Department of Transportation certified Minority Business Enterprises. The Maryland Department of General Services website www.smallbusinessreserve.maryland.gov is available to help locate registered Small Business Enterprises.

Certified **MBE subcontract participation** goal of **0 percent** of the contract has been established for this procurement. The Bidder or Offeror agrees that unless a formal waiver is requested and is granted that not less than this amount of the contract shall be performed by an MBE. MBE forms and procedures can be located in Section VI of these documents.

4. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the

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AACPS, including the Supervisor of Purchasing or the Supervisor of Purchasing's designee, at all reasonable time.

5. OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

All materials, supplies, equipment, or services supplied, as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

6. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

7.0 TERMINATION

7.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this contract, then AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

7.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

7.3 NONAVAILABILITY OF FUNDING

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either AACPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

8. ASSIGNMENT

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The assignment of this contract to successors, associated companies or any other parties by the Contractor for any reason, without the expressed written approval of AACPS, is hereby specifically prohibited.

9. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, contractor may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally bid on the BID WORK SHEET, found in Section V attached hereto and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The limits set on the procurement card shall not be exceeded nor shall the order be split to fall within those limits. The Contractor shall receive orders by phone, facsimile, or other forms of notification from the AACPS procurement card holder. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. ***The Contractor shall not charge AACPS for any fees related to the use of the procurement card over and above their bid prices.***

10. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

Contractor shall indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS, its agents, AACPS members and employees, or be against, suffered or sustained by other corporations and persons to whom the AACPS, its agents, AACPS members and employees, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS or its agents, AACPS members and employees. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

11. AGENT CERTIFICATION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of any agreement resulting from this solicitation.

12. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless AACPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, Contractor shall not share, exchange, or release AACPS's data to any other party without the express written consent from the Superintendent or his/her designee of AACPS.

13. AACPS's INCIDENTAL AND CONSEQUENTIAL DAMAGES

In accordance with the Uniform Commercial Code, section 2-715(2), which describes recoverable consequential damages, this contract covers incidental and consequential damages resulting from contractor's breach as follows:

- a) any loss resulting from general or particular requirements and needs of which the contractor at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- b) injury to person or property proximately resulting from any breach of warranty.

14. IDENTIFICATION OF ASBESTOS CONTAINING MATERIAL

The U.S Environmental Protection Agency (EPA) requires the contractor to identify asbestos-containing material under the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §§ 2641-2656, and EPA's implementation codified at 40 C.F.R. Part 763, Subpart E. Contractor/Supplier shall supply documentation that the material(s) contain no asbestos containing materials. The documentation shall be provided for the bulk samples, which shall be analyzed in accordance with AHERA regulations.

Contractor/Supplier shall utilize an independent laboratory for analytical purposes. The laboratory shall have received EPA accreditation for PLM/DS bulk sampling analysis, NVLAP accreditation and the bulk analyst shall have passed the McCrone Institute Bulk Analysis Course. Contractor/Supplier shall also provide an overview of the laboratories site, structure, controls, references and copy of their current NVLAP certificate.

Materials ordered that are produced in lots shall have the required EPA documentation for each lot produced. The sampling analysis for each lot shall be submitted at time of delivery to AACPS, if analysis is not provided AACPS shall not accept delivery of materials. Contractor/Supplier shall submit the Verification of No (ACBM) in Products-Construction Materials Form.

15. CODE OF ETHICS

This solicitation shall be governed by the Ethics and Vendor Relations policies and regulations of the Board of Education of Anne Arundel County, including Policy Code 200.05, 200.06, DEC, and Administrative Regulation DEC-RA.

16. NON HIRING OF EMPLOYEES

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No employee of the AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while being employed, become or be employee of the party or parties hereby contracting with the AACPS or any department, or branch thereof.

17. DISPUTES

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulations Manual, Code DEC. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Supervisor of Purchasing's decision.

18. REGULATIONS

The regulations set forth in the Board of Education of Anne Arundel County Policies and Regulations Manual in effect on the date of execution of this Contract are applicable to this Contract.

19. SEVERABILITY

Should any clause or paragraph found herein be considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the Contract. All other clauses and paragraphs shall remain enforceable as written.

20. WAIVER

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

21. NON-DISCRIMINATION CLAUSE

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and extent so as to reasonably preclude performance. For more information, contact The Office of Investigations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401, (410) 222-5286; TDD (410) 222-5500.

www.aacps.org

Further, Contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, marital status, sexual orientation, or disability unrelated in nature and extent so as to reasonably preclude performance in matters affecting employment.

22. MODIFICATIONS AND AMENDMENTS

Amendments and/or Modifications to this Contract shall be made only with the express written concurrence of both parties unless an expressed unilateral right is identified herein.

23. 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, 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

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modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS 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 Contractor shall have no recourse against AACPS. 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

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VERIFICATION OF NO ASBESTOS IN PRODUCTS – CONSTRUCTION MATERIALS

- ◆ PRODUCT: _____
- ◆ MANUFACTURER: _____
- ◆ SUPPLIER: _____
- ◆ LOT/PRODUCTION #: _____

I/We, the undersigned certify that the product(s) listed above contains no Asbestos.

Provide documentation that the material(s) contain no asbestos. The documentation must be provided for the bulk samples, which were analyzed in accordance with AHERA regulations.

The supplier must utilize an independent laboratory for analytical purposes; provide an overview of the laboratories site, structure, controls, references and a copy of their current NVLAP certificate.

Analyze bulk samples of suspected asbestos-containing materials not previously sampled and/or for confirmatory purposes.

The laboratory must have received EPA accreditation for PLM/DS bulk sampling analysis, NVLAP accreditation and the bulk analyst must have passed the McCrone Institute Bulk Analysis Course (or equivalent).

The following is a partial list of products of concern. This list is not intended to be a complete list of all building products and materials.

Ceiling Tiles	Duct Insulation
Floor Tiles	Boiler Insulation
Spray Applied Insulation	Sheetrock (Drywall)
Fire board (transite type material)	Spackle
Mastics	Plaster
Roofing Materials & Tar	Adhesives
Pipe Insulation	Glazing
Pipe Fitting Insulation	Toilet Partitions
Folding Doors	Fire Doors
Caulking	

Name

Company

Project

Date

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Contractor _____

Section V: BID WORK SHEET
#14CM-143 (REVISED 3-5-14)

Price proposal shall be submitted as follows and shall include all costs associated with the performance of this RFB. This includes, but is not limited to salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs:

NOTE: Amendments to solicitations often occur prior to bid opening and sometimes within as little as 24 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit this section of our site to obtain amendments once they have been posted. Completion of this Bid Work Sheet indicated that you have read this section and visited the website, www.aacps.org for amendments that may affect your bid. Note: The use of brand names shall be interpreted as follows:

1. Brand names used with the "or equivalent" clause are intended to be descriptive and not restrictive. Bids may be considered on models or brands or products of manufacturers other than those specified provided the documentation or samples required are provided with your response.

2. Brand names that do not use the words "or equivalent" after them are to be considered the only brands acceptable to AACPS.

AACPS retains the sole right to determine when an equivalent shall be accepted, and when accepted, whether or not the substitute represents a true equal against the described bona-fide requirements. The use of the words "or equal", or "or equivalent" are intended to mean the same thing.

ALSO NOTE: The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein.

ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
Bid Worksheet A.			
#1A. 24-0-0 SCU 50 lb. bags	1,100	\$ _____	\$ _____
#2A. Maryland Certified 50 lb. bags	400	\$ _____	\$ _____
Mix Bid & Varieties % _____	% _____	% _____	Tall Fescue
#3A. Oregon (blue tag) Fescue Mix (50 lb. bags)	400	\$ _____	\$ _____
Mix Bid & Varieties % _____	% _____	% _____	Tall Fescue
#4A. Dolomitic Pelletized	400	\$ _____	\$ _____

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Limestone (50 lbs. bags)

ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
#5A Solu Cal – Standard Grade (50 lb. bags)	20	\$ _____	\$ _____
#6A. 21-0-0 Ammonium Sulfate (50 lb. bags)	60	\$ _____	\$ _____
#7A. Bermuda Grass			
1.) Riviera (25 lb. bags)	30	\$ _____	\$ _____
2.) Savannah (25 lb. bags)	15	\$ _____	\$ _____
#8A. Transitional/Annual			
Panterra (50 lb. bags)	190	\$ _____	\$ _____
#9A Transitional/Annual			
Ryegrass (50 lb. bags)			
Breakout	600	\$ _____	\$ _____
#10A. 0-0-7 with .20% Merritt (50 lb. bags)	400	\$ _____	\$ _____
#11A. 46-0-0 Urea Fertilizer (50 lb. bags)	300	\$ _____	\$ _____
#12A. 0-0-50 Sulfate of Potash Fertilizer (50 lb. bags)	200	\$ _____	\$ _____
#13A. 0-0-7 with .067 Acelepryn (50 lb. bags)	400	\$ _____	\$ _____
#14A. 0-0-7 with .86% Pre M (50 lb. bags)	400	\$ _____	\$ _____

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#15A. 0-0-7 with .38% Prodiamine 400 \$ _____ \$ _____
 (50 lb. bags)

Contractor _____

		ESTIMATED		
ITEM	DESCRIPTION	ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
#16A.	Field Conditioner, Turface MVP (50 lb. bags) Or AACPS Approved Equivalent	400	\$ _____	\$ _____

Proposed Product				
#17A.	Field Conditioner, Turface Quick (50 lb. bags) Or AACPS Approved Equivalent	400	\$ _____	\$ _____

Proposed Product				
#18A.	Lebanon Proscap 20-0-5;30 Mesa w/1% Iron (50 lb. bags) Or AACPS Approved Equivalent	500	\$ _____	\$ _____

Proposed Product				
#19A.	Growmark 24-0-12;25% XCU (50 lb. bags) Or AACPS Approved Equivalent	500	\$ _____	\$ _____

Proposed Product				
#20A.	Lebanon ProScape 32-0-6;30% Mesa (50 lb. bags) Or AACPS Approved Equivalent	500	\$ _____	\$ _____

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Proposed Product

Contractor _____

ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
#21A. Apex 10 – Humic Acid/2.5 Gallon Containers	10 Each	\$ _____	\$ _____
TOTAL BID PRICE	ITEMS 1A – 21A	\$ _____ x 2 =	\$ _____ TWO YEAR TOTAL

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Contractor _____

Bid Worksheet B. Anne Arundel County Government

ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
#21A Fescue	26,000 lbs.	\$ _____	\$ _____
#22A.Rye (Breakout)	18,000 lbs.	\$ _____	\$ _____
#22A 46-0-0 (Urea)	7,500 lbs.	\$ _____	\$ _____
#23A 0-0-50 (Potash)	3,600 lbs.	\$ _____	\$ _____
#24A Ronstar G (Preamergent Weed Control)	3,600 lbs.	\$ _____	\$ _____

Percentage of Discount of Wholesale _____%

Warehousing for Anne Arundel County Government \$ _____ per lb.

X 10,000 lbs = \$ _____ X 2 = _____ Two Year Total

Location of Warehouse _____

Total Cost Bid Worksheets **B** \$ _____

Price Proposal Compiled

By: _____

(Name & Title of Individual Signing Form)

(Print Name & Title of Individual Signing Form)

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DEFINITIONS

- (1) **"Bid"**: An offer to perform a contract for work and labor or supplying materials or goods at a specified price.
- (2) **"Contractor"**: One who contracts to do work for another. The term is strictly applicable to any person who enters into a contract, but is commonly reserved to designate one who, for a fixed price, undertakes to procure the performance of works or services, or the furnishing of goods, whether for the public or a company or individual.
- (3) **"DGS"**: Maryland Department of General Services
- (4) **"Equivalent Item"**: An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.
- (5) **"Equivalent"**: Equal in value, force, measure, volume, power, and effect or having equal or corresponding import, meaning or significance.
- (6) **"FOB" "Destination"**: The term "F.O.B." is an abbreviation for "free on board" and means that seller will deliver subject matter contracted for, on certain conveyance, without expense to buyer. The seller assumes all responsibilities and costs up to the point of delivery, including insurance, transportation, etc.
- (7) **"FOB Origin"**: Title of goods transfer when they leave the supplier's dock.
- (8) **"FOB Varieties"**:
Shipping Point Freight Collect – Buyer pays/bears freight charges/owns goods in transit, files any claims.
Shipping Point Freight Prepaid (and Allowed) – Seller pays/bears freight charges; Buyer owns goods in transit and files any claims.
Destination Freight Collect – Buyer pays/bears freight charges; Seller owns goods in transit and files any claims.
Destination Freight Prepaid – Seller pays/bears freight charges/owns goods in transit and files any claims.
Destination Freight Prepaid and Allowed- Buyer pays freight charges, Seller bears freight, owns goods in transit, and files any claims.
- (9) **"MDOT"**: Maryland Department of Transportation
- (10) **"Most favorable"**: That bid received from a responsible bidder that is the lowest bid price or lowest evaluated bid price or the bid or evaluated bid that yields the greatest revenue for the AACPS under a revenue-producing procurement contract subject to this title.
- (11) **"Request for Bids"**: Invitation for bids.
- (12) **"Responsible"**: A person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that shall assure good faith performance.
- (13) **"Responsible Bidder"**: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a

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judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.

- (14) **"Responsive Bid"**: A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.
- (15) **"Services"**: The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.
- (16) **"Supplies"**: All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.
- (17) **"Vendor"**: A person who desires to enter into a contract with the AACPS for goods or services.

Mid-Atlantic Purchasing Team | Terms & Conditions

The Mid-Atlantic Purchasing Team (MAPT) uses a lead agency format for their solicitations that non-exclusively encompasses public and non-profit entities from the Maryland, Virginia and Washington DC regions. Neither MAPT nor the lead agency is compensated for their efforts other than the benefits of aggregation and economies of scale. Participating entities, through their participation agree to the resulting contract and all terms and conditions contained therein in so much as they can reasonably be applied to the participating jurisdiction. Further, successful bidder agrees to the following MAPT Terms & Conditions:

1. MAPT has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.
2. Bids requiring payment within less than 30 days from the date of invoice will be rejected.
3. When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.
4. Unless otherwise provided herein, the jurisdiction's Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.
5. Each participating jurisdiction will determine the appropriate method to use this contract, such as a separate jurisdiction contract, bridge letter, purchase order or other form. In addition, they may have additional requirements that can be added to their cooperative document, including but not limited to:
 - 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
 - 5.2 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
 - 5.3 The successful bidder may be required to add other specific terms and conditions that are pertinent to a specific jurisdiction, to which these matters are openly negotiable providing they do not alter the scope of work or original intent of the MAPT Contract.
6. The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.
7. The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workers' Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workers' Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdiction's contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.
8. This solicitation shall be governed by and construed in accordance with the laws of the State in which the jurisdiction creates their official place of business without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the contracting jurisdiction's resident state.
9. This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or MAPT.
10. The successful bidder shall provide quarterly reporting to the lead agency and MAPT minimally showing the names of the participating entities under this contract and the value of their participation for that period and year to date. This information will be used to evaluate the effectiveness of the program, areas for growth, and if a variable discount structure is used, the correct pricing structure. Other reports that are reasonably available shall be provided as requested.
11. Bidders are encouraged to consider the broad access to MAPT contracts when considering their pricing strategy. In addition to bidding to the stated estimated volume identified in the lead agency's bid work sheet, bidders are encouraged to submit alternate MAPT bids that offer additional discounts from the stated bid work sheet if additional jurisdictions participate in any resulting contract. Alternate bids may include, but are not limited to, additional percentage discounts based upon certain increased volume levels. The alternate bid shall be submitted with the required bid to the lead agency, if not already requested in the bid work sheet.
12. Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.
13. Prior to award, in case of disputes, the decision of the lead agency's Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

Mid-Atlantic Purchasing Team

c/o Debbie Groat, Baltimore Metropolitan Council, 1500 Whetstone Way, Suite 300, Baltimore MD 21230

c/o George Hohmann, Metropolitan Washington Council of Governments, 777 N. Capitol St. NE, Suite 300, Washington DC 20002