

Anne Arundel County Public Schools

Item No.

Agenda for: July 13, 2016

Exhibit Attached: Y

AGENDA ITEM FOR THE BOARD OF EDUCATION

- Information
- Action
- Review

July 13, 2016  
 (Preferred Date)  
 \_\_\_\_\_  
 (Absolute Date)

STAFF PRESENTATION: NO  
 FISCAL IMPACT: YES  
 DOLLAR AMOUNT: \$75,000

BUDGETED: YES  
 BUDGET SOURCE: Operating Funds

**SUBJECT:** Award of Contract #16CM-152, Football Equipment Reconditioning, to Kranos Corp. dba Schutt Reconditioning and Riddell/All American

**TERM:** June 1, 2016, through May 31, 2018, with one additional two-year extension option

**THE ISSUE:** Contractor shall provide football equipment reconditioning to Anne Arundel County Public Schools (AACPS) on an as requested basis, in accordance with the specifications, terms and conditions of the referenced contract. This procurement was a cooperative effort through the Mid Atlantic Purchasing Team. AACPS served as the lead agency. Note: awards were made to both Kranos Corp dba Schutt Reconditioning and Riddell/All American to recondition their football equipment in accordance with NOCSAE standards

ORGANIZATIONAL UNIT:	Office of Athletics	BUYER:	William Hubbard
PROCUREMENT METHOD:	Negotiated Agreement	OPENING DATE:	May 26, 2016
ADVERTISED ON:	May 9, 2016	AWARD AUTHORITY:	DEA.C.1
BID RESULTS ATTACHED: (Bid list located in contract file)	Y	# SENT BID: 2 # MBE: 0	
# OF RESPONDENTS:	2		

Grand Total of Award ..... \$75,000

16CM-152 Football and Lacrosse Equipment Reconditioning

Buyer Initial \_\_\_\_\_

Qty	Company	Equipment	Repairs to be made	Unit Cost
			*Painting shall include the helmet manufacturer's standard solid colors	
6000		Helmets	Repair all helmets including interior parts	28.25
6000		Helmet Painting	High gloss, Pro gloss or regular	0
1000			Chin Straps	0
1200			High Hook Up Riddle or Schutt	0
1200			Jaw Pads (any size) Riddell Or Schutt	0
800			Cages, Standard, Steel Riddell or Schutt Any color, NOPO, OPO, JOP, NJOP	0
1000			Cages, Specialty, Steel Riddell or Schutt Any color, any style not listed above	15.50
1000			Face Mask only School will install	0
6000			Face Mask installed by Contractor	0
6000			Decals- All prices include installation During reconditioning process	0
2000			One (1) Color	0
3000			Two (2) Color	0
8000			Three (3) Color	0
3000			Four (4) Color	0
1000			1/2" Helmet Stripes (any color)	0
1000			3/4" Helmet Stripes (any color)	0
1000			1" Helmet Stripes	0
1000			3" Multi Helmet Stripes	0
6000			Sweatband Decal	0
10000		Shoulder Pads	Clean, sanitize and all repairs as necessary	5.39
4000		Football Pants	Clean, sanitize and all repairs as necessary	0
4000		Football Jerseys	Clean, sanitize and all repairs as necessary	0
2000		Girdles	Clean, sanitize and all repairs as necessary	0
1000		Rib Pads	Clean, sanitize and all repairs as necessary	0

\*This contract will be utilized by participating entities of the Mid-Atlantic Purchasing Team. Anne Arundel County Public Schools' estimated costs are included in the board report.

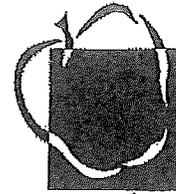
## 16CM-152 Football Equipment Reconditioning

Buyer Initial \_\_\_\_\_

Qty	Company	Riddell/All-American	Unit Cost
Qty	Equipment	Repairs to be made	Unit Cost
		Painting shall include the helmet manufacturer's standard solid colors	
10000	Helmets	Repair all helmets including interior parts	\$28.50
10000	Helmet Painting	High gloss, Pro gloss or regualr	\$6.00
1000		Chin Straps	\$7.00
1200		High Hook Up Riddell or Schutt	\$12.00
1200		Jaw Pads (any size) Riddell Or Schutt	\$16.00
800		Cages, Standard, Steel Riddell or Schutt Any color, NOPO, OPO, JOP, NJOP	\$18.00
1000		Cages, Specialty, Steel Riddell or Schutt Any color, any style not listed above	\$27.00
1000		Face Mask only School will install	\$27.00
5000		Face Mask installed by Contractor	\$27.00
10000		Decals- All prices include installation During reconditioning process	
2000		One (1) Color	\$2.75
3000		Two (2) Color	\$3.50
8000		Three (3) Color	\$4.05
3000		Four (4) Color	\$4.75
1000		1/2" Helmet Stripes (any color)	\$0.40
1000		3/4" Helmet Stripes (any color)	\$0.45
1000		1" Helmet Stripes	\$0.50
1000		3" Multi Helmet Stripes	\$4.50
10000		Sweatband Decal	\$0.40
12000	Shoulder Pads	Clean, sanitize and all repairs as necessary	\$12.50
4000	Football Pants	Clean, sanitize and all repairs as necessary	\$2.50
4000	Football Jerseys	Clean, sanitize and all repairs as necessary	\$1.50
2000	Girdles	Clean, sanitize and all repairs as necessary	\$1.50
1000	Rib Pads	Clean, sanitize and all repairs as necessary	\$4.50

\*This contract will be utilized by participating entities of the Mid-Atlantic Purchasing Team. Anne Arundel County Public Schools' estimated costs are included in the board report.

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS  
PURCHASING OFFICE  
2644 RIVA ROAD  
ANNAPOLIS, MARYLAND 21401



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS

NEGOTIATED AGREEMENT #16CM-152

**Date of Issue:** May 9, 2016 Buyer: William T. Hubbard CPPB, Lead Buyer

**Title:** FOOTBALL EQUIPMENT RECONDITIONING

Anne Arundel County Public Schools (AACPS) is soliciting pricing from Riddell and Schutt Sports for the scope of work detailed in Section III, Scope of Work. AACPS contemplates making one negotiated contract award to Riddell to recondition football helmets manufactured by Riddell, and one negotiated contract award to Schutt Sports to recondition football helmets manufactured by Schutt Sports. Negotiation of final contract terms will be based on the price submittals by Riddell and Schutt Sports.

**Due Date:** Pricing is due no later than **May 26, 2016 at 11:00 AM** in the Purchasing Office.

This price submittal must be signed by an officer or agent with authority to bind the company.

Name \_\_\_\_\_ of  
Company: RIDDELL

Address: 669 SUGAR LANE, ELYRIA, OH 44035

Phone: 440-366-8225 X2125 Fax: 440-366-0041 Email: JBRADY@RIDDELLSALES.COM

Federal ID or Social Security: 34-1688715 Payment Terms: 1/10 N/30

Web Address: WWW.RIDDELL.COM MD Dept. of Assess. & Taxation # \_\_\_\_\_

Signature of Officer or Agent: *James Brady*

Printed/Typed Name and Title:  
JAMES BRADY, BID DEPARTMENT MANAGER

Accepted by AACPS Supervisor of Purchasing: *Myra Chen*

Date: 6/3/16

Award Limitations: \_\_\_\_\_

VENDOR BID  
NUMBER 126167  
MUST APPEAR ON ALL  
PURCHASE ORDERS FROM  
DISTRICTS AND SCHOOLS

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS  
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**Due Date:** Pricing is due no later than **May 26, 2016 at 11:00 AM** in the Purchasing Office.

This price submittal must be signed by an officer or agent with authority to bind the company.

Name \_\_\_\_\_ of  
Company: Kranos Corporation dba Schutt Reconditioning

Address: 8 McFadden Road Easton, PA 18045

Phone: 800-248-0019 Fax: 610-250-9814 Email: kmiles@schutt-sports.com

Federal ID or Social Security: 27-4270195 Payment Terms: Net 30

Web Address: schutt-sports.com MD/Dept. of Assess. & Taxation # F15195555

Signature of Officer or Agent: \_\_\_\_\_

Printed/Typed \_\_\_\_\_ Name \_\_\_\_\_ and \_\_\_\_\_ Title:  
Jenny Malloy Bid & Project Manager

Accepted by AACPS Supervisor of Purchasing: \_\_\_\_\_

Date: 6/3/16

Award Limitations: \_\_\_\_\_



**ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS**

2644 Riva Road, Annapolis, MD 21401 | 410-222-5000 · 301-970-8644 (WASH) · 410-222-5500 (TDD) | [www.aacps.org](http://www.aacps.org)

**May 20, 2016**

**TO: All Prospective Respondents:**

**REF: Anne Arundel County Public Schools Negotiated Agreement #16CM-152:  
FOOTBALL EQUIPMENT RECONDITIONING**

**Addendum #1**

The following information is being added to Clause 2.0 Page 7, Contractor's Responsibility: Contractor shall make a reasonable effort working with School Personnel, to match helmet colors for individual school's participating in this Cooperative Contract when it is awarded.

This is the only change contemplated by this Addendum #1. All other specifications, terms and conditions shall remain as originally stated.

Sincerely,

A handwritten signature in cursive script, appearing to read "William T. Hubbard".

William T. Hubbard, CPPB  
Lead Buyer

CC: Clayton Culp  
Mary Jo Childs  
16CM-152 Addendum #1

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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 [REDACTED] 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 scope of work, terms, general conditions, and attachments (if any). ***If further information is required, contact the buyer at 410-222-5160.***

### **2. NO OBLIGATION**

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

### **3. RESPONSE INSTRUCTIONS**

Companies are responsible for properly labeling their pricing proposals..

### **4. CANCELLATION**

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS.

### **5. PRICE GUARANTEE**

The bidder warrants that the pricing is effective for a period of not less than 90 days from the due date.

### **10. COST OF PREPARATION**

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

### **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 solicitation 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 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 resulting contract. 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 during the negotiation process.

### **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 before doing any intra-state or foreign business in this State. Before doing any interstate business in this State, a foreign corporation shall *qualify* with the Department of Assessments and Taxation.

### **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.

**17. TAXES**

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. Bidders shall not include these taxes in their bid price. Exemption certificates will be provided 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 Maryland sales tax, and the exemption does not apply.

**18. BEST CUSTOMER**

The AACPS expects to receive pricing of the best customer of the 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. Drug, Alcohol, and Tobacco-Free Work Environments**

Referencing AACPS Board Policy GAC and Code of Maryland Regulations 13A.02.04, the use of drugs, alcohol, or 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.

**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*.

**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*

- A. 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.
- B. Violations of any of these provisions may result in immediate termination for cause.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and

independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause AACPS to take action against the contractor up to and including termination of the contract. To assist you in identifying Registered Sex Offenders, the Purchasing Office has the list of Registered Sex Offenders, which you are welcome to view. The AACPS Office of School Security maintains this list and distributes updates to us as new offenders are identified.

**23. ACCESS TO PUBLIC RECORDS ACT**

Bidder should identify those portions of its pricing 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 Maryland Public Information Act.

**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/offeree 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 of 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 eMaryland Marketplace at <https://emaryland.buyspeed.com/bsc> within five business days following notice of award. Maryland Law requires local and State agencies to post award notices on eMarylandMarketplace which requires all successful bidders to register in the system. Registration is free.

**26. Check-off list** for required documents in your response, provided for your convenience:

1. **Return entire, original document including Title Page, Scope of Work and Pricing Work Sheet.** One paper copy and one electronic copy provided on a flash drive or CD is required.
2. Qualification/Experience Questionnaire
3. Financial Statement
4. Certificate Of Insurance

## Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: Kranos Corporation dba Schutt Reconditioning

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

No

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

No

3. 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.

No

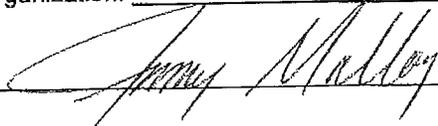
4. Is any part of the service or product provided under this solicitation purchased or made outside the United States? Explain.

No

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 23rd day of May 2016.

Name of Organization: Kranos Corporation dba Schutt Reconditioning

By: 

Jenny Malloy

(Print Name)

Title: Bid & Project Manager

## Section III: Scope of Work

### 1. SCOPE

The AACPS is soliciting pricing for the Reconditioning of Football Helmets pursuant to the scope of work stated herein.

### 2.0 CONTRACTOR'S RESPONSIBILITY

#### 2.1 GENERAL

2.1.1 Contractor shall be certified to ensure that reconditioned equipment meets NATIONAL OPERATING COMMITTEE FOR ATHLETIC EQUIPMENT, (NOCSAE) Standards. This shall include placing the appropriate Certification of Reconditioning Sticker on each helmet serviced stating that NOCSAE Standards have been met.

2.1.2 Contractor shall ensure that football equipment being reconditioned will be picked-up at the individual schools on or about December 1st, of each year. Each school shall identify equipment to be reconditioned. Contractor shall deliver back to the school all equipment picked up from each school by no later than May 1<sup>st</sup> of the following year. Payment for services rendered will be made on or about July 1st. Each school shall identify equipment to be reconditioned. Minimally the Resultant Contract shall be for the following AACPS High Schools:

- Annapolis High School
- Arundel High School
- Broadneck High School
- Chesapeake High School
- Glen Burnie High School
- Meade High School
- North County High School
- Northeast High School
- Old Mill High School
- Severna Park High School
- South River High School
- Southern High School

2.1.3 Contractor shall provide written estimate of repairs/reconditioning in accordance with the Contract. This estimate shall be sent to the particular Athletic Director at the applicable School prior to any work being performed and requires prior approval. **Any helmet that is rejected meaning it cannot be reconditioned shall be returned to the School from which it came. It shall be marked as "rejected." Facemasks and chinstraps will also be returned to Schools at no expense to the School.**

2.1.4 Contractor shall warrant reconditioned equipment to be free of any defects and fully comply with all NOCSAE standards and procedures. This warranty shall survive termination or expiration of this Contract. Warranty covers materials, labor and shipping charges. The Contractor shall determine and advise the customer if equipment repairs are the responsibility of the equipment manufacturer or the reconditioning Firm.

## **2.2 PICK UP AND DELIVERY**

Contractor shall pick up football equipment from and deliver to participating locations, as requested. Contractor shall verify time of pickup and delivery with the School Athletic Director. Delivery shall be FOB Destination, Freight Included. Pricing shall include all shipping costs from pick up at schools to Contractors and equipment returns to the particular schools. **Contractor is fully responsible for all pickup and delivery of said equipment.**

## **2.3 Fort George G. Meade**

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

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

Pershing Hill Elementary School  
7600 29<sup>th</sup> Division Road  
Fort George G. Meade, MD 20755  
410-222-6519

West Meade Elementary School  
7722 Ray Street  
Fort George G. Meade, MD 20755  
410-222-6545

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

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 vehicle is not owned by the registrant, 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.**

## **2.4 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.

## **2.5 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.

### **3.0 AACPS RESPONSIBILITIES**

#### **3.1 Access to the Premises**

AACPS will provide access to applicable AACPS Locations, as each job requires.

#### **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.

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 two years from the date of award anticipated to be on or about June 1, 2016 with an option to renew the contract for one additional two-year period.

#### 6. 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 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.

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## **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.

### **2. EPA COMPLIANCE**

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

### **3. RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this contract for five 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 AACPS, including the Supervisor of Purchasing or the Supervisor of Purchasing's designee.

### **4. 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.

### **5. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET (if applicable)**

(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.

### **6. 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.

#### **7. ASSIGNMENT**

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.

#### **8. 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 on the Pricing 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.***

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. IDENTIFICATION OF ASBESTOS CONTAINING MATERIAL (if applicable)**

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.

**14. 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.

**15. NON HIRING OF EMPLOYEES**

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.

**16. 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.

**17. REGULATIONS**

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

**18. 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.

**19. 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.

**20. NON-DISCRIMINATION CLAUSE**

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, 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](http://www.aacps.org)

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

**21. MODIFICATIONS AND AMENDMENTS**

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

**22. 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 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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