

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS  
PURCHASING OFFICE  
2544 RIVA ROAD  
ANNAPOLIS, MARYLAND 21401



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS

### Request for Bid #17CM-210

**Date of Issue:** February 21, 2017 Buyer: William T. Hubbard CPPB, Lead Buyer

**Title:** BASEBALL DIAMOND MIX

**Bid Due Date:** Bids are due no later than March 21, 2017 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: Dependable Sand Stone & Recycling Co Inc  
Address: PO Box 130 Queen Anne, MD 21657  
Phone: 410-822-6363 Fax: 410-820-7789 eMail: DSSR@ToadMail.COM  
Federal ID or Social Security Number: 52-1315939 Payment Terms: Net 30  
MDOT MBE Certification # N/A DGS Small Business Registration #: N/A  
Web Address: N/A MD Dept. of Assess. & Taxation # D 01639053  
Date Bid Submitted: 3/20/17 Signature of Respondent: [Signature]  
Printed/Typed Name and Title: By Kevin Quinn President  
Accepted by AACPS Supervisor of Purchasing: [Signature]  
Date: 3/22/17  
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 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](http://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.

### **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 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.

#### **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/officer 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 \$20 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](http://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. TIME IS OF THE ESSENCE**

**27. 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. Material Safety Data Sheets
4. Documentation of Product Contents

**Not providing the 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: Dependable Sand, Stone & Recycling Co Inc

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 Baseball Diamond Mix similar to that 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?  
31 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. Company Name and Address ANNE ARUNDEL Schools *we hold this contract for supply of Ball mix Now 2015-2017 old Bid 16CM-024*  
 Contact Person: Stewart Telephone Number: 410-439-8055  
 Value: \$ 46000.00 / 100

B. Company Name and Address Howard County Schools  
 Contact Person: GREG COMMON Telephone Number: 410-313-2577  
 Value: \$ 50000.00 / 100  
10910 CLARKSVILLE RD ELIOTT CITY, MD 21042

C. Company Name and Address ANNE ARUNDEL County Rec & Parks.  
 Contact Person: JACK Telephone Number: 410-222-6250  
 Value: \$ 30000.00 / 100  
2660 RIVA Rd Annapolis, MD 21401

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
<u>AA County</u>	<u>Annapolis, MD</u>	<u>410 570-1152</u>		<u>MARK SMITH</u>
<u>AA County</u>	<u>Annapolis MD</u>	<u>410 320-6646</u>		<u>MIKE GERARD</u>



4. What is your Dunn and Bradstreet Rating? N/A

5. How many people does your company presently employ on a:  
A. Full Time basis? 5 B. Part Time basis? 1

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).  
AA County Ballmix Contract John 410.222-6250 we have sold Ballmix to AA County for over 20 years

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.  
NO

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.  
NO

9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.  
NO

10. Is any part of the service or product provided under this solicitation purchased or made outside the United States? Explain.  
NO

11. Please provide details of how your company is reducing its carbon footprint in the following areas. Use additional pages, if necessary and provide descriptions of any additional steps to sustainability that you have taken.

- Reduction of air, soil, and water pollution: Follow All Laws
- Conservation of resources and energy: we use All Energy Saving Devices and Recycle
- Improvement in environmental regulations and goals: Follow All Laws
- Improvement in public and occupational health and safety: we have A Safety Officer

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 20 day of MARCH 2017.

Name of Organization: Dependable Sand, Stone & Recycling Co Inc

By: [Signature]

By Kevin Quinn

(Print Name)  
Title: President



### **2.3 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.

### **2.4 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 AVAILABILITY**

In the event a manufacturer replaces an awarded item with a new product, the Vendor shall notify the Purchasing Department, in writing, and shall apprise AACPS of product replacement options at the awarded price and any cost reductions available for the specified products(s). AACPS reserves the right to authorize such product replacement or cost reduction on any specified product(s).

### **2.6 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

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.

The Real ID Act of 2005 takes effect on 19 January 2015. Those with Driver's License or State ID from Arizona, Louisiana, Maine, Oklahoma, and American Samoa, and those with New York, Minnesota and Washington State that do not have a GOLD Star on top right corner, will not be allowed access to the installation without an additional acceptable picture ID such as a passport.

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.**

### **3.0 AACPS RESPONSIBILITIES**

#### **3.1 General**

#### **3.2 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](http://www.aacps.org) for school holidays and other school closings.

#### **3.3 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 the period October 1, 2017 through September 30, 2019. At the conclusion of the first year of the Contract (September 30, 2018), AACPS will entertain a price increase at the Contractors request if they can show evidence that they incurred an increase from their source(s) of supply. Any increase approved by the AACPS Office of Purchasing shall not exceed (five) 5% of the awarded cost amount.

#### **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 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.

***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.

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](http://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](http://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](http://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 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. 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**

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**

(REMOVED)

## **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**

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](http://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 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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# BID WORK SHEET

#17CM-210

Contractor: Dependable Sand, Stone & Recycling Co Inc

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](http://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.

***In the case of a tie bid, the tie-breaking process will follow that established in COMAR 21.05.02.14***

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

Bid Item 1	UNIT COST PER TON	TOTAL COST
1,600 Tons Ball Diamond Mix Estimated 800 Per Year	<u>30.95</u>	<u>49520.00</u>

Ball mix

PROPOSED PRODUCT

Price Proposal Compiled By: Kevin Quinn President

[Signature]

(Print Name AND Title of Individual Signing Form)

## **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 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.