



Serving Learners, Families, and the Community

CECIL COUNTY PUBLIC SCHOOLS

DEPARTMENT OF BUSINESS SERVICES

GEORGE WASHINGTON CARVER EDUCATION LEADERSHIP CENTER
201 BOOTH STREET • ELKTON, MD 21921

phone: 410.996.5429 • fax: 410.996.1081 • www.ccps.org

Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

William H. Malesh
President, Board of Education

NOTICE TO PROPOSERS

The Board of Education of Cecil County Public Schools (CCPS) is seeking sealed proposals for the following until the time and date indicated.

RFP #21-07: Propane Fueling Station
Due: June 17, 2021, 2:00 PM (ET) Local Time

Sealed Requests for Proposals for all labor, training, materials, supplies, equipment, services, etc., necessary for CCPS **RFP #21-07: Propane Fueling Station** will be received in the Purchasing Department, Cecil County Public Schools until **June 17, 2021, at 2:00 PM (ET), Local Time** at which time they will be publicly opened. All proposals must be submitted in a sealed envelope addressed to the Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, Maryland 21921. The envelope must be identified on its face with the name of the person, firm or corporation making the bid/proposal and marked "**RFP #21-07: Propane Fueling Station.**" The Cecil County Public Schools will not be responsible for the premature opening of a proposal not properly addressed and identified. Should the Central Office close due to an unexpected circumstance, the Proposal opening will be on the next scheduled business day for CCPS Offices, June 18, 2021, 2:00 PM (ET) Local time. NOTE: The closing of schools does not constitute the closing of the Central Office building. Please see the Cecil County Public Schools website: www.ccps.org, for details on closings and up-to-date schedule.

Cecil County Public Schools is requesting sealed proposals from qualified companies to provide a pad, tank, electronics for pumping, maintenance and propane fuel supply for propane powered school buses.

Pre-Proposal Meeting – A Pre-Proposal site examination meeting will be held on **June 2, 2021 at 1:00 PM**, at the Cecil County Public Schools Administrative Services Center (ASC) Building, located at 900 North East Road, North East, MD 21019 for this solicitation. Attending the pre-installation site examination meeting is highly recommended.

Copies of the RFP #21-07 Proposal document should be obtained (downloaded) from <https://www.ccps.org/Page/458> or by contacting procurement@ccps.org. If you have any questions on downloading the document, call 410-996-5429. Offerors obtaining the documents from the website are encouraged to review the website frequently to learn of any changes that may be made. Interested Bidders/Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to: ITB/RFP documents, addenda, attachments, drawings and appendices.

Questions regarding this bid/proposal must be sent and received by e-mail only, on or before 12:00 PM on June 8, 2021, to Richard Raulie, Assistant in Purchasing, Cecil County Public Schools at procurement@ccps.org. An acknowledgement or receipt of the e-mail request will be sent by return email to the sender.

Board of Education of Cecil County
Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

**Board of Education of Cecil County, Maryland
Purchasing Department
201 Booth Street
Elkton, Maryland 21921**

CCPS RFP #21-07: Propane Fueling Station

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The Cecil County Public Schools prohibits discrimination in its educational programs, activities, and 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. Further information can be found in Policy AC on BoardDocs <http://www.boarddocs.com/mabe/cecil/Board.nsf/Public>

INSTRUCTION TO BIDDERS/PROPOSERS

Definition of Terms

- Owner -The Cecil County Board of Education, also known as Cecil County Public Schools (CCPS) or its designated representative.
- Contractor - The successful bidder/proposer(s) to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this offer be accepted and awarded, the General Conditions, Specific Conditions, forms indicated as required to be submitted with the Bid/Proposal, and the Purchase Order, will become the Contract.
- Addenda are written or graphic instruments issued prior to execution of the Contract, which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

Addenda: If clarification or questions arise about instructions, terms, conditions, specifications or other verbiage, a request must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than five working days prior to the time and date set for the bid/proposal opening. Inquiries must be sent to Mr. Richard Raulie, CPPO, C.P.M., Purchasing Manager at procurement@ccps.org. An acknowledgement of receipt of the email inquiry will be sent via return email. If necessary, the Owner will respond to requests in the form of an addendum posted for all potential bidders/proposers.

Access to Technical and Pricing: It is impractical to furnish a list of bids/proposals received from other bidders/proposers during the solicitation process. It is inappropriate to provide prospective bidders/proposers with bidders'/Proposers' pricing from previous solicitations or contracts. Bid/proposal submissions and pricing will be noted in the Bid/Proposal Tabulation posted onto the CCPS website, in Purchasing section, at the time of award of Bid/Proposal/Contract.

Bidders/Proposers should give specific attention to the identification of those portions of their bids/proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Blanket requests for the entire proposal to be held confidential will not be considered.

CCPS will determine, in its sole discretion, which (if any) portions of the Bidder's/Proposer's submittals will be confidential. It is the responsibility of the Bidder/Proposer to clearly mark such information (pages) as "Confidential". Failure to clearly identify confidential, proprietary or trade secret information will be an indication to CCPS that the entire bid/proposal is available for public disclosure.

The Maryland Public Information Act (MPIA) is used to request information from public agencies before and after a solicitation process. CCPS will not share pricing or other information during a solicitation that may give any bidder/proposer(s) an unfair advantage or disadvantage.

Alternate Offers: The Owner reserves the right to evaluate the quality of items offered as alternate or equal, and further reserves the right to reject any or all items judged not approved.

Anti-Bribery: All proposed submissions must include a completed, signed, notarized "Anti-Bribery Form." Signing the form certifies full compliance with Maryland State Procurement Article 21, Section 3-405.

Brand Identification: Items contained within this ITB/RFP may use product specifications and item descriptions which include brand names, manufacturer names or model numbers. Bidders/proposers must choose which specific brand, manufacturer or model number for the items and/or services to offer. CCPS will be the sole determinant of which item(s) are an "approved equal" during the evaluation process after bids/proposals have been submitted.

The brand, manufacturer, model number, grade, etc., which clearly identifies the items and/or services on which the price is offered must be stated in the bidder/proposer documents and cannot be changed during the contract period without the permission of an authorized representative of the Cecil County Purchasing Department. Failure to clearly identify any item offered may result in its rejection.

Calendar Days: Where the solicitation requires the bid/proposal to state a number of days, or to submit a milestone chart, the days used will be calendar days unless otherwise specified.

Corrections: All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten next to the crossed out error. Any correction must be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and must be printed in ink or typewritten.

Debarment Disclosure: If a bidder/proposer has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder/proposer must disclose that information in its bid/proposal. All bid/proposal submissions must include a completed copy of the "Debarment" form included in the bid/proposal packet. Failure to complete and submit the "Debarment" form may cause the bid/proposal to be rejected as non-responsive.

Decimals: Any extended prices will be rounded to the nearest whole cent (5 or greater will be rounded up and 4.9 or less will be rounded down) unless instructed otherwise in the specific conditions. If the bid/proposal unit is less than a case the following methodology will be utilized when converting to invoice price. The proposed unit price will be multiplied by the number of units in a case and rounded to the nearest whole cent.

Delivery of ITB/RFP Submission:

- **Time:** Offers received after the time and date stated on the Invitation to Bid (ITB) or Request for Proposals (RFP) will be retained, unopened, in the Purchasing Office. Postmarks or dating of documents will be given no consideration in the case of late bids/proposals. A bid/proposal will be considered received when it is delivered to the Purchasing Office.
- **Method:** Bids/proposals delivered in Federal Express, UPS, or any other such deliverer's envelope must be sealed in a separate envelope inside the deliverer's packaging. Failure to do this may cause the bid/proposal to be inadvertently opened. CCPS is not responsible for failure of any courier to meet the due date and time for the submittal delivery requirement.

Dispute Resolution: Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid/proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means. Any ADR hearing or arbitration will take place in the State of Maryland.

Duty to Examine: It is the responsibility of each bidder/proposer to examine the entire solicitation, seek clarification in writing, and check its bid/proposal for accuracy and determine if an addendum has been issued before submitting the bid/proposal. Lack of care in preparing a bid/proposal will not be grounds for withdrawing the bid/proposal after the proposed due date and time, nor will it give rise to any contract claim. Bidders/proposers must acquaint themselves with the delivery site(s), and with any problems attached thereto.

eMarylandMarketplaceAdvantage: All bidders/proposers must be registered with eMarylandMarketplaceAdvantage to receive an award of a bid/proposal. If not already registered, bidders/proposers may register at the following website: <https://emma.maryland.gov/>. No award will be made to a vendor who is not registered with eMarylandMarketplaceAdvantage.

Exceptions to Terms and Conditions: A bid/proposal that takes exception to a material requirement of any part of the solicitation, including a material term and condition, may be considered a non-responsive bid/proposal.

Facsimile or Telegraphic Offers: All bids/proposals must be delivered in a sealed envelope with originals signed by an officer capable of committing the offeror to contractual relationships. Faxed or e-mailed bids/proposals are not acceptable and will be rejected.

Governing Law and Dispute Resolution: Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

Informalities: Any informality will be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of a bidder/proposer to provide it would have no impact on the outcome of the bid/proposal. In such cases, the bidder/proposer failing to supply the information may be given a specified

period of time to comply. If the bidder/proposer fails to comply in that time period, the bid/proposal will be rejected as non-responsive. No award will be made unless all required information is received by the Owner.

Insurance Requirements: If insurance has been indicated as being a requirement of the bid/proposal, the Contractor must not commence work until it has obtained, at his own expense, all of the insurance as required herein in the “Insurance Requirements” section and such insurance has been approved by the Owner; nor must the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

Minority Business Enterprises: Minority Business Enterprises are encouraged to participate in this solicitation. If Bidder/proposer has a plan for Utilization of Minority Businesses, please provide information with bid/proposal submittal.

Non-collusion: All proposed submissions must include a completed “Non-Collusion Affidavit.” By signing the “Offer and Acceptance Form” the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.

Offer and Acceptance Form: By signing the “Offer and Acceptance Form” or other official contract form, the bidder/proposer certifies that the price is offered without prior understanding, agreement, or connection with any corporation, firm, or person submitting a price for the same products/services. The bidder/proposer certifies that she/he understands that collusive proposing is a violation of federal/state law.

Offer Acceptance Period: Bids/proposals are irrevocable offer for Ninety (90 days) after the bid/proposal opening time and date.

Original Signature: The “Offer and Acceptance Form” with an original signature by an authorized individual must be submitted with the bid/proposal. The original signature signifies an unequivocal intent to be bound by the bid/proposal and its terms and conditions. Failure to submit a completed, signed “Offer and Acceptance Form” may cause a bid/proposal to be considered non-responsive.

Pre-bid and Pre-Proposal Meetings: If a pre-bid or pre-proposal meeting has been scheduled under this solicitation, the date, time and location appear on the solicitation’s cover sheet or elsewhere in the IFB or RFP. A prospective bidder/proposer should raise any questions they may have about the solicitation or the procurement at that time. A bidder/proposer may not rely on any verbal responses to questions at the meeting. Material issues raised at the conference that result in changes to the solicitation will be answered solely through a solicitation addendum.

Bid/Proposal Prices and Delivery: All proposed prices must be FOB delivered to the location(s) indicated in the Specific Conditions and must be total net price. No additional charge will be allowed for freight. Delivery by rail freight or express will not be accepted. DELIVERIES MUST BE MADE INSIDE THE BUILDING(S) OR AS INDICATED BY CCPS OTHERWISE. IN NO CASE WILL COLLECT SHIPMENTS OR SIDEWALK DELIVERIES BE ACCEPTED. Items delivered from this bid/proposal are the Contractor’s responsibility until they are delivered to, and accepted by, participating jurisdictions on their premises.

Protests: All protests must be in writing and must be delivered to the Purchasing Agent at the address listed on the Invitation to Proposer. A protest of a solicitation must be received by the named individual before the offer due date. A protest of a proposed award or of an award must be filed in writing only within ten (10) days after the protestor knows or should have known the basis of the protest.

A protest must include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the solicitation or proposal number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Purchaser’s Right of Selection: The Owner reserves the right to accept this bid/proposal in part, in whole, or in any way in which the Board of Education will serve its best interests. The Owner reserves the right to reject any and all

bids/proposals that comply with these specifications, or to accept a higher bid/proposal that complies provided that in the judgment of the Board of Education, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids/proposals received when such waiver is in the best interest of the Board of Education. The Board of Education reserves the right to reject the bid/proposal of a bidder/proposer who has previously failed to perform properly or complete on time contracts of a similar nature.

Quantities: The quantities, if given, are intended only as a guide and are accurate to the best of our ability to forecast future requirements. However, bidders/proposers must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as a minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Receipt of Bids/Proposals: Bids/Proposals will be received until the time and date indicated in the "Notice to Bidders" or "Request for Proposals", in the Purchasing Office, at the George Washington Carver Education Leadership Center, 201 Booth Street, Elkton, MD 21921.

Bids/proposals received prior to the time of opening will be securely kept unopened. The Purchasing Manager or designee, whose duty it is to open them, will decide when the specified time has arrived. No bid/proposals received thereafter will be considered. All bids/proposals to be considered must be in the hands of the Purchasing Agent or designee prior to the time set for the bid/proposal opening.

Should the Central Office close due to an unexpected circumstance, the bid/proposal will be rescheduled at a later time in which an addendum will be issued with specific details. Note: The closing of schools does not constitute the closing of the Central Office Building. Please see the CCPS (www.ccps.org) website for further detail.

Receipt and Opening of Bids/Proposals: Sealed competitive bids/proposals for furnishing and delivering the items and services, as required by the participating jurisdictions, as set forth in the following Instructions, General and Specific Conditions, Specifications and Bid/proposal Forms will be received until the day and hour, stated herein. The person, firm, or corporation making such bid/proposal must submit it in a sealed envelope addressed to the Purchasing Manager, Cecil County Public Schools on or before the day and hour stated herein. The envelope must be identified and prominently marked with the name of the firm or company making such bid/proposal and plainly marked with the title of the bid/proposal as indicated in the Notice to Bidders/Request for Proposals for which the bid/proposal is submitted, the date and the time the bid/proposal is due, and must show the bid/proposal identification number. No responsibility will attach to the Owner for the premature opening of a bid/proposal not properly addressed and identified.

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

Review, approval or CCPS acceptance: Products and services, nor payment for, any of the services required under this contract will be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor will be and remain liable to CCPS in accordance with applicable law for all damages to CCPS caused by the Contractor's negligent performance of any or the products or services furnished under this contract.

Rights and remedies: Provided for under this contract are in addition to any CCPS rights and remedies provided by law. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Proposer must call the attention of the applicable CCPS designee(s) to such conflict for a decision before proceeding with any work.

Samples: Do not submit samples with the bid/proposal. Samples of items offered may be required after the bid/proposal is opened. Samples may be used up in testing and not subject to return. If samples are requested, they must be delivered within two (2) working days, or within a time frame agreed to by CCPS, to the Purchasing Department, Cecil County Public Schools, Elkton, MD. Cecil County will not pay for, nor, return samples unless Bidder/proposers make special arrangements for the pickup and pay for the return of the samples. Objective and subjective tests may be applied in deciding whether a product is acceptable.

Special Accommodations: Any bidder/proposer needing special accommodations to attend the bid/proposal opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published bid/proposal opening date.

Taxes: No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Owner is exempt. Exemption certificates, if required, will be furnished upon request by the bidder/proposer. Nothing in these Instructions and Conditions will be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.

Tie Bids: Place of business may be a consideration in cases where identical bid/proposal price have been submitted and a failed attempt has been made to renegotiate a lower price between the bidders/proposers. The award will be made to the Cecil County-based bidder/proposer, the out-of-county Maryland-based bidder/proposer, the out-of-state bidder/proposer and by lottery following this preference order.

Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate will govern.

End of Section

GENERAL CONDITIONS

Addenda: It is the bidder's/proposer's sole responsibility to monitor the CCPS purchasing website www.ccps.org to ensure that they download any additional addendums or clarifications prior to submitting their bid or proposal and duly acknowledge receipt of and full understanding of said addendums on the proper bid/proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non responsive and ineligible to award. It is highly recommended that the submitting bidder/proposer ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder/proposer to obtain any such addendum or interpretation will not relieve the bidders/proposers company from any obligation under his/her proposal as submitted.

Adjustments to Contract: After award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders/Proposers", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Purchasing Manager. In the event that the Contractor is unable to deliver as a result of strikes or acts of God, the Contractor will be held responsible for securing temporary relief in the delivery of the items contracted through such means as may be acceptable to and in agreement with the Purchasing Manager, for those goods and services that are necessary for the day-to-day conduct and function of the Board's programs. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Manager in the form of a contract amendment and/or a written Purchase Order Change Notice.

Advertising and Promotion of Contract: The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the participating jurisdiction affected.

Application: It is understood and agreed to by the Contractor that this Contract is entered into solely for the convenience and economical advantage offered to the Owner.

Assignment and Delegation: The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of an authorized representative of the participating jurisdiction affected.

Authority: This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, will be void and without effect, the Contractor will not be entitled to any claim under this Contract based on those changes.

Awarded Bidder/Proposer: The Awarded Bidder/Proposer must provide the items and/or perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of product or service delivery similar to the items/services hereunder. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor must be responsible for professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder/Proposer must and will, in a professional manner, perform all services, except as herein otherwise specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this bid/proposal in accordance with the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with and be subject to all terms conditions, requirements and limitations of the Bid/Proposal and Specifications and must complete the entire work to the complete satisfaction of the Board of Education. Awarded Bidder/Proposer will be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Bidder's/Proposer's Obligation: Bidder's/Proposer's must abide by and comply with the true intent of the Bid/Proposal and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part as the true intent and meaning of the specifications, as decided by CCPS, and as described herein. Deviations, exceptions, alternates, etc., in the bid/proposal submission may render the bid/proposal as non-responsive.

Certification of Compliance: The Owner requires compliance with the applicable provisions including any amendments thereto and implementing regulations resulting from the following Acts: Energy Policy and Conservation Act (P1 94-163); Provision of the Occupational Safety and Health Act and the standards and regulations including amendments issued thereunder; the National Occupational Safety and Health Act Provisions of the Fair Labor Standards Act; and Attachment O of OMB Circular A102. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).

Contracts in excess of \$100,000:

Section 306 of the Clean Air Act (42 U.S.C. 1857) (h); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15).

Compliance with Applicable Law & Regulations: The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

Contract: A bid or proposal submittal does not constitute a contract nor does it confer any right on the bidder/proposer to the award of a contract. A contract is not created until the submittal is accepted in writing by an authorized representative of the Board of Education or awarded through a sealed competitive bids or a sealed competitive proposals solicitation process and awarded by the Cecil County Board of Education.

All Bids and Proposals with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions will constitute the Formal Contract between the Bidder/Proposer and CCPS upon acceptance Cecil County Public Schools or award by the Cecil County Board of Education.

Damage: The Contractor will be held responsible for, and will be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

Determination of Grade: Owner reserves the right to award an item and/or service to other than the lowest bid/proposal if, in its judgment, there is sufficient reason to believe that another will better serve the best interests of the Board of Education of Cecil County, whether based on objective test, subjective test, or experience.

Drug Free Environment Policy: The Cecil County Public Schools is supportive of "America's War Against Drugs" and committed to a drug free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security and productivity that we expect of all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications for Persons With Uncontrolled Access to Students: Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, "[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both". If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Award Bidder/Proposer, the Award Bidder/Proposer is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools' property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder/Proposer and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised

and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder/Proposer, a Contractor or Subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It will be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Examination of Bid/Proposal Documents: Each bidder/proposer must examine the bid/proposal documents carefully and must make a written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document will be binding. No bidder/proposer must rely upon any interpretation or correction given by any other method.

Any interpretation or correction of any ambiguity, inconsistency or error therein which Bidder/Proposer may discover, concerning the terms, conditions, specifications or verbiage contained in the solicitation document must be submitted in writing only, within (5) five business days of the date of the Bid/Proposal opening.

Exceptions: It will be the responsibility of the proposer to include with its proposal a list and clarification of any deviations from the CCPS Terms, Conditions and Specifications. Exceptions must be submitted with the bid/proposal and be attached to the “Offer and Acceptance Form.” Exceptions will be permitted by CCPS only if the Proposer is notified in writing by the Purchasing Department prior to the approval of the ITB/RFP contract award or acceptance of the Award of Contract letter.

Force Majeure: Except for payments of sums due for products delivered to and accepted by the, participating jurisdictions no party will be liable to the other nor 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. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

Gifts and Gratuities: Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products under provisions of the Contract issued as a result of this Invitation For Bid or Request for Proposal will accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

Governing Law/Disputes: The contract will be governed by the law of the State of Maryland and nothing in this contract will be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question concerning a question of fact must initially be referred to the CCPS Contract Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement will be referred to the Purchasing Manager, CCPS, who will reduce his/her decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of CCPS will be final and conclusive.

Indemnification

Bidder/Proposer must indemnify and save harmless the Cecil County Public Schools (CCPS), its agents, and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs of every kind and description to which CCPS 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 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 or costs be against, suffered or sustained by CCPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom CCPS, its agents and employees, may become liable therefore, except that Contractor must not indemnify and save harmless CCPS, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs arising from or due to the negligence of CCPS or its agents 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 Purchasing Manager, may be retained by CCPS until such suits or claims for damages must have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Purchasing Manager.

Interpretation of the term “Approved Equal”: The Owner reserves the right to evaluate the quality of items and services offered as alternate or approved equal, and further reserves the right to reject any or all items judged not approved.

If a clarification of the Instructions, Conditions or Specifications is requested, the prospective bidders'/proposers' question(s) must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than the questions due date and time (deadline) noted in the Notice to Bidder/Proposer document. Inquiries must be sent to Richard G. Raulie, CPPO, C.P.M., Purchasing Manager rgraulie@ccps.org. An acknowledgement of receipt of the e-mail inquiry will be sent by return e-mail to the sender. If no acknowledgement e-mail is received within one business day, please fax your inquiry to the Purchasing Department at 410-996-5137.

Method of Bid/Proposal: Bid/Proposal must be submitted on the basis of individual items and/or services as specified according to the pricing structure for CCPS requirements on the Bid/proposal Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of discrepancy between unit price and total price, the unit price will prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt will be paid directly to entity on behalf of CCPS by award bidder/proposer. Bids/proposals must not be withdrawn or altered for a period of sixty (60) days after the opening thereof.

Multi-agency Participation: It is the intent of the Cecil County Public Schools, if appropriate, to make this proposal available to any and all governmental and educational agencies within the State of Maryland. This will include public schools, private schools, parochial schools and/or state, community and private colleges located within the State of Maryland. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies. This agreement would be upon mutual consent between the Contractor and those agencies. Each participating agency would enter into its own agreement with the Contractor and this contract will be binding only upon the principals signing such an agreement.

Occupational Safety and Health Acts: Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

Order of Precedence: In the event of a conflict in the provisions of this solicitation, the following will prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and/or Services
- 4) Documents referenced in the solicitation
- 5) Instructions to Bidders/Proposers

Owner's Right to Purchase from Other Sources: For failure to meet specifications, delivery schedules, and/or poor administrative or operational procedures or for any other just cause, the Owner reserves the right to purchase from another vendor and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

Payment: Payment will be made within thirty (30) days after receipt of the original and two (2) copies of correct invoice/statements properly supported by signed delivery receipts.

Plan for Utilization of Minority Contractors: Consideration for the award for the contract for the school building, improvement, supplies, or other equipment will be given to the lowest responsible bidder/proposer who conforms to specifications with consideration for award given to:

- The quantities involved;
- The time required for delivery/completion of work;
- The purpose for which the bid/proposal is required;
- The competency and responsibility of the bidder/proposer;
- The ability of the bidder/proposer to perform satisfactory service; and
- The plan for the utilization of minority contractors. If bidder's/proposer's company plan exists, bidders/proposers are instructed to provide this internal plan with the bid/proposal submittals.

Price Adjustment: All unit prices and rates quoted must remain firm during the term of the Contract.

Product Protection Guarantees: Our school district requires 'automatic' product/service protection recourse against suppliers for safety. The supplier whose name and address appear in the bid/proposal submittal is the responsible party. Contractors are expected to take immediate action to correct any situation in which the integrity of products, services and safety is violated.

Qualification of Proposers: The Owner may make such investigations as deemed necessary to determine the ability of the bidder/proposer to perform the work, and the bidder/proposer must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid/proposal if the evidence submitted by, or investigation of, such bidder/proposer fails to satisfy the Owner that such bidder/proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Purchaser's Right of Selection: It is the responsibility of the Purchasing Manager of the Cecil County Public Schools to evaluate offers and recommend awards. The Owner reserves the right to accept this bid/proposal in part, in whole, or in any way in which the Board of Education determines will best serve its purposes and best serve the interest of the Owner in regards to the same being the lowest responsive bid/proposal. The Owner reserves the right to reject any and all bids/proposals that comply with these specifications, or to accept a higher bid/proposal that complies provided that in the judgment of the Board of Education, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids/proposals received when such waiver is in the interest of the Board of Education. In awarding the bid/proposal, consideration will be given to any previous performance for the Owner as to the quality of service and merchandise; and to the bidder's/proposer's ability to perform, if awarded the bid/proposal. Per Section 5-112, Subsection C(1) of the Annotated Code of Maryland, Education Article: "A contract for a school building, improvements, supplies or other equipment will be awarded to the lowest responsible bidder/proposer who conforms to the specifications with consideration given to: (i) The quantities involved; (ii) the time required for delivery; (iii) the purpose for which required; (iv) the competency and responsibility of the bidder; (v) the ability of the bidder to perform satisfactory service; and (vi) the plan for utilization of minority contractors."

Quantities: The quantities, as given, are intended only as a guide. The quantities are based on forecasts or previous purchases and are accurate to the best of our knowledge and ability; however, bidder/proposers must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract will be for the actual quantities ordered by, and for, the Owner.

Record Retention: The Contractor agrees to retain all books, records, and other documents relative to this agreement for three years after Contract close out and final payment. Each district, its authorized agents, and /or federal/state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until stated matter is closed.

Royalties & Patents: The Contractor must pay for all royalties and patents and must defend all suit or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

Severability: The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid will not affect any other instruction, term, or condition of the Contract.

Standards of Identity: All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and/or Federal Law.

Subcontract/Assignment: The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval of an authorized representative of Cecil County Public Schools. The subcontractor must, by reference, incorporate all terms and conditions of this Contract.

Substitutes: In the event the Contractor is out of stock and cannot supply the product(s) or service(s) a substitution of equal or better quality, as agreed by an authorized representative of the participating jurisdiction affected, may be made. All Contract terms and conditions will apply to the products approved for substitution.

Technology-Based Instructional Products: All Cecil County Public Schools' technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the Subpart B, Technical Standards, Section 508 of the Federal Rehabilitation Act of 1973, as amended, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals,

procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions. (COMAR 13A.05.02.13H)

Termination of Contract: The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.
2. Poor contractor performance, poor administrative procedures and numerous failures by the Contractor to remedy the problems.
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. If the Owner terminates the Contract for Cause or Convenience, the Contractor will not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor will be liable for the additional cost incurred by the owner.

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will be given to the Contractor.

Testing: Owner may, at its discretion, have random samples of product tested by an independent testing laboratory to ascertain if the product is, in fact, as represented by the Contractor. If it is established that the product is not as represented, the cost of testing, as well as any additional cost of replacing the product or any damage shown to be caused by the inferior product, as reasonably determined by CCPS, will be the responsibility of the Contractor. If it is indicated that the Contractor knowingly furnished a product that did not meet the standard offered, the Contractor may be disqualified from future bid/proposals.

Waiver and Rejection Rights: Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions thereof, and/or
- Cancel a solicitation.

End of Section

INSURANCE REQUIREMENTS SECTION

ARTICLE 11 - INSURANCE

11.1 “Contractor’s Liability Insurance”

Sub-paragraph 11.1.1, 11.1.2, and 11.1.3 will be deleted in entirety from the General Conditions and replaced with the following:

11.1.1 General Insurance Requirements

.1 The contractor must not commence work until it has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor will the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Owner of original, signed certificates of insurance or, alternately, at the Owner’s request, certified copies of the required insurance policies.

.2 The contractor must require all subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and worker’s compensation and employers’ liability insurance, in the same manner as specified for the contractor. The contractor must furnish subcontractors’ certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder will include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Owner.”

The phrases “endeavor to” and “... but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

.4 No acceptance and/or approval of any insurance by the Owner will be construed as relieving or excusing the contractor, or the surety, or his bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.

.5 Owner and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except worker’s compensation and business automobile liability, and the certificate of insurance, or the certified policy, must so state this. Coverage afforded under this paragraph must be primary as respects the Owner, its agents and employees.

.6 The Contractor covenants to save, defend, keep harmless and indemnify the County Board of Education and all of its elected or appointed officials, agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the contractor’s performance or non-performance of the terms of the contract documents or its obligations under the contract. This indemnification must continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification must continue for all claims involving products or completed operations after final acceptance of the work by the Owner for which the Owner gives notice to the contractor after final acceptance of the work.

.7 The contractor must be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operations under the contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

.8 Insurance coverage required in these specifications must be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner will have the absolute right to terminate the contract without any further

obligation to the contractor, and the contractor will be liable to the Owner for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

.9 Contractual and other liability insurance provided under this contract must not contain a supervision, inspection or engineering services exclusion that would preclude the Owner from supervising or inspecting the project as to the end result. The contractor must assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

.10 If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Owner may be considered. Written requests for consideration of alternate coverages must be received by Owner at least ten working days prior to the date set for receipt of bids or proposals. If the Owner denies the request for alternate coverages, the specified coverages will be required to be submitted.

.11 All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless Owner grants specific approval for an exception.

.12 The Owner will consider any deductible amounts as part of its review of the financial stability of the contractor. Any deductibles must be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor must purchase and maintain the below listed insurance as will protect himself and the Owner from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether on-site or off-site, or whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Without limiting the obligations or liabilities of the contract, the contractor must purchase the following coverages:

11.1.2 Contractor's Liability Insurance - "Occurrence" Basis:

.1 Commercial general liability with a minimum limit of \$3,000,000 per occurrence, \$3,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent contractors;
- iv. Products/completed operations to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards;
- viii. Board Form Property Damage including completed operations.

.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$3,000,000 per accident (minimum statutory limits for uninsured motorists).

.3 Workers compensation with statutory benefits as required by Maryland law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$500,000 per accident, \$500,000 per employee for disease, and a \$500,000 disease policy limit.

.4 Total limit requirements of .1, .2 and .3 may be met by a combination of primary and umbrella excess liability coverages.

11.1.3 Commercial General or Other Required Liability Insurance - "Claims Made" Basis

.1 If commercial general or other liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates must evidence a retroactive date, no later than the beginning of the contractors' or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

End of Section

TECHNICAL CONDITIONS

RFP #21-07: Propane Fueling Station

A. Intent/Scope of Services

Cecil County Public Schools (CCPS) is requesting sealed proposals from qualified companies/firms to provide a propane fueling station. The propane fueling station is for the CCPS fleet of school buses, currently with four (4) school buses which will be fueling their tanks each week throughout the year. As diesel buses are replaced, it is the intent at this time, to replace them with propane fueled buses. The fueling station is to be furnished, installed, owned, maintained and serviced with propane fuel supplied by the proposer. All licensing, taxes, permits, etc. are the responsibility of the proposer. CCPS will identify the location of the site for installation at the site examination and pre-proposal meeting. Additional information, terms and conditions may be added to this RFP document at that meeting in the form of a written Addendum.

- The initial term is five (5) years with four (4) five-year renewal periods possible.
- CCPS is seeking lump sum pricing to furnish the Propane Fueling Station - pad, tank, electronics, pump, etc.
- Acceptable fuel and blends: HD-5 commercial Propane – more than 90% Propane, less than 5% Propylene, must be odorized Propane
- State determinant (profit) basis above wholesale rate (OPIS or other) for cost of fuel supplied to CCPS. A fixed annual rate must be used.
- CCPS to specify nozzle used to fill bus tanks.
- Awarded proposer must provide support and staff training for the equipment as needed, including administrative services and other resources as applicable for this project.
- Provide a high level of effort to ensure a successful accelerated project completion.

B. Definitions

Definitions as used herein:

- A. The term “solicitation” used in this document means this Request for Proposal (RFP).
- B. The term “offer” and “proposal” are used synonymous and mean a response to this solicitation.
- C. The terms “Offeror” and “Proposer” are synonymous and refers to the entity/business/individual that submits a response to this solicitation.
- D. The terms Board of Education of Cecil County and Cecil County Public Schools (CCPS) are synonymous.

C. About This Document

No negotiations, decisions, or actions will be initiated by any proposers as a result of any verbal discussion with any Cecil County Public Schools member prior to the opening of proposals in responses to this document. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

If awarded, the RFP documents and the Performance Work Statement (PWS) will become part of the contract. Cecil County Public Schools reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

The method of procurement will be by competitive Request for Proposal (RFP). Award of a Contract is contingent upon funding for this project.

D. Proposal Submission

Submit and deliver into the Cecil County Public Schools Purchasing Department, 201 Booth Street, Elkton, Maryland 21921, **no later than June 17, 2021, at 2:00 pm**, ET, local time: Technical Proposal - One (1) original and **three (3)** printed copies. Price Proposal – One (1) original and one printed copy. All proposal types must be submitted at the same proposal due date and time.

All Offeror submittals must be clearly and prominently marked showing the RFP number, firm's name and address, and the proposal due date on the outside. Mark submittals to the attention of Richard Raulie, Assistant in Purchasing. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and date and will be available for inspection after award of the contracts.

The proposal Table of Contents must correlate the same content and order of the General Information section and the Performance Work Statement. Unless specifically requested, extraneous presentation of materials is neither necessary nor desired. Unnecessarily elaborate brochures or other presentations beyond that is sufficient to present a complete and effective proposal are not required. Submittals should be on 8 ½ x 11 inch paper only.

Each respondent will be required, before the award of the contract, to show to the complete satisfaction of the CCPS that it has the necessary ability, and financial resources to furnish the services, including supplies and materials as applicable and as specified herein in a satisfactory manner as determined by CCPS. This includes any implied requirements – any products and services that are not specifically addressed in the RFP document, but are necessary to provide functional capabilities by the Offeror, must be included in the proposal. The respondent firm will also be required to show past history and a reference which will enable CCPS to be satisfied as to the respondent firm's qualifications. Failure to qualify according to the foregoing requirements may justify a rejection by Cecil County Public Schools.

E. Technical Proposal Response Criteria: Qualifications, Technical Ability and Management Approach

Each proposal must include a Transmittal Letter, a Table of Contents and all pages in the Technical Proposal must be numbered consecutively from beginning to end and separated by tabs as described below.

TAB A. SCOPE RESPONSE AND UNDERSTANDING

Technical Proposals are to be accompanied by a brief transmittal letter prepared on the Offerors letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. Any justification or explanatory materials relevant to your submittal and/or requirements must be set forth in the Letter of Transmittal. The letter must be concise and need not repeat any of the detailed information set forth in your submittal. This transmittal letter must include:

1. The name, title, address, telephone number, and email address of the person authorized to legally bind the Offeror to the submittal, who will serve as the contact for the communications concerning this RFP.
2. The Offeror's Federal Tax ID number.
3. A brief statement of the Offeror's understanding of the work to be done and the length of time your company has been active in this area of service. Proposers must specifically state that the firm must complete all services set forth in the requirements within the proposed time limits to the satisfaction of Cecil County Public Schools.
4. Any Exceptions the Offeror may have to any of the requirements of the solicitation or any of the terms and conditions.
5. A detailed narrative that addresses how the Offeror intends to provide the required technical services and its ability to meet the outcomes and standards identified and its understanding of the performance scope of services.

TAB B. CAPACITY OF COMPANY

- a. Explain your contingency plan for meeting staffing demands or supply shortages of available labor to meet the project implementation and training services requirements.
- b. A statement explaining why your firm is uniquely qualified to service Cecil County Public Schools in this instance and how the proposer will measure program success.
- c. Contractor must list three (3) references from which services of a similar scope have been successfully performed. Include the contact information for the entity - name, title, telephone number and email address of the contract manager.

TAB C. PERFORMANCE WORK STATEMENT

The Technical Proposal must reflect the highest standards and best practices of the submitting proposer. The response must include the Performance Work Statement proposed information and solution. See the Intent/Scope of Services section for the requirements for the services and products requested. The Calendar of Events is shown below in item G and may change.

F. Proposal Acceptance

Proposal, including cost, must remain valid for a period of not less than sixty (60) days to allow for evaluation, School Board approval and contract execution. Cecil County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest.

G. Calendar of Events (Subject to Change)

NOTE - Cecil County Public Schools (CCPS) will be operating on a four-day (M-Th), 10-hour day (Summer Schedule) work week starting on or about June 21, 2021 through August 19, 2021, with operating hours from 7:00 AM – 5:00 PM, EDST. All buildings will be closed on Fridays during this time period. Please consider this summer schedule when contacting CCPS staff, scheduling deliveries, and/or service visits.

<u>EVENT</u>	<u>DATE</u>
Issue RFP	May 24, 2021
Pre-Proposal/Site Examination meeting	June 2, 2021 at 1:00 PM, local time
Deadline for receipt of questions via email	June 8, 2021 by 12:00 PM, ET
Issue Addendum/s (if Required)	June 10, 2021 by 2:00 PM, ET
Proposal Due Date (at Carver Center)	June 17, 2021 at 2:00 PM, local time
Contract Issue Date	TBD

EVALUATION AND SELECTION PROCESS

The evaluation criteria are set forth below and are intended to be the basis by which each proposal will be evaluated. Any initial award as a result of this solicitation is contingent upon fiscal funding. Technical and Price Proposals that meet the mandatory requirements of this RFP received from respondent firms by the closing deadline will be evaluated by the Selection Committee.

CCPS reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms must furnish CCPS with all such information and data necessary within the time frame required for CCPS to determine if the proposal is responsible and responsive to the CCPS’ requirements as stated herein.

Technical proposals will be evaluated just prior to the Price proposals. Each proposal will be assigned a points-based score by the selection committee as described below. CCPS may make such investigations as deemed necessary to determine the ability of a firm to provide the work as specified herein. Cecil County Public Schools may request additional information about or clarification of any proposals submitted.

It is CCPS’ intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive, responsible and the most qualified to accomplish the scope of services and is in the best interest of CCPS.

Evaluation Criteria Definitions:

- A. Discussion: Oral or written communications including negotiations between the Cecil County Public Schools and an Offeror that involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.
- B. Clarification: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.

- C. Deficiencies: Any defects in the proposal which preclude acceptance. Involves any part of the Offeror’s proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.
- D. Weakness: Aspect of or omission from an Offeror’s proposal that includes ambiguities and conflicts within the proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the proposal.
- E. Strengths: Elements of the proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

Evaluation Process:

The criteria to be used for the proposal evaluation and award include, but are not limited to:

- a) The extent to which Vendor’s proposal solution fulfills the stated requirements.
- b) Vendor’s ability to deliver the services in accordance with the Performance Work Statement as described in this RFP.
- c) Vendor’s stability, experience and record of past performance in delivering similar scope services.
- d) Total cost of products and services as indicated in the Price Proposal.

Evaluation Criteria: Technical Proposal + Price Proposal = Maximum of 120 Total Points.

The **Technical Proposal** evaluation criteria are set forth below and are intended to be the basis by which each Technical Proposal will be evaluated and measured. The Selection Committee hereby reserves the right to evaluate, at its sole discretion, the extent to which each Technical proposal received compares to the said criteria and how each proposal compares to each other. The maximum total score for technical proposals is 60 points. The maximum total score for price proposals is 60 points. The Technical Proposal evaluations of the Selection Committee will be based upon the following criteria using whole numbers:

TAB A	PROPOSAL RESPONSE AND UNDERSTANDING	5 points
TAB B	CAPACITY OF COMPANY / REFERENCES	25 points
TAB C	PERFORMANCE WORK STATEMENT	<u>30 points</u>
	Technical Proposal maximum points:	60 points
	Price Proposal maximum points:	<u>60 points</u>
	Total Request for Proposal points:	120 points

Price Proposal Criteria:

The Price Proposal evaluations of the Selection Committee will be based upon the following criteria: the initial cost for the propane pumping station and the total charged basis/rate per unit above a specific daily published index (ex., OPIS - Mt. Belvieu, TX), invoiced verifiable price and a transportation rate per unit. The long-term cost will be evaluated. CCPS reserves the right to determine which combination will best serve the overall best interests of Cecil County Public Schools. The price proposal must be clear and pricing all inclusive and will be the point of reference for any billing and invoices submitted for the contract period(s).

Selection and Contract Finalization:

1. Technical proposals will be evaluated in accordance with the technical proposal requirements and evaluation criteria contained herein by a selection committee. Proposers deemed qualified will be considered for evaluation and their price proposal considered. The Technical scoring will be added to the Price scoring to arrive at a total point score. The highest scoring proposer will be selected and notified.

2. Cecil County Public Schools reserves the right to terminate negotiations when, in its judgment, negotiations are unsuccessful. When negotiations are determined to be unsuccessful by Cecil County Public Schools, CCPS reserves the right to award negotiating rights under the same terms to the next highest scoring respondent.
3. Upon approval by Cecil County Board of Education, award will be made and the successful respondent firm will be required to enter into a contract with CCPS. The contract will incorporate this RFP including all of its provisions, conditions, attachments and any addenda that are issued and the successful bidder's proposal in its entirety.
4. All unsuccessful respondents will be so notified and may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award, on or about July 14, 2021.

H. Procurement Administrator & Contract Management

Richard Raulie, CPPO, Assistant in Purchasing, phone: 410-996-5429 x2, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquires must be by email, and should be directed to procurement@ccps.org.

The project implementation contract will be managed by the Maintenance Department after it is awarded. For questions after award, please call 410-287-4653 and reference the Propane Fueling Station. The contract management contact is Mr. Rusty Ewing, Facilities Manager.

I. Requested Information

The Offeror must furnish, within three (3) business days of notification, to Cecil County Public Schools, all data and information requested in order to determine the Offerors ability to perform under this RFP. Cecil County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy Cecil County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

J. Incurring RFP Preparation Cost

Cecil County Public Schools accepts no responsibility for any expense incurred in the proposal preparation or mailings, etc.

K. Insurance Requirements

Insurance requirements are contained in Insurance Requirements section. The Contractor must have in force and will maintain insurance, including worker's compensation, not less than the amounts specified. A valid certificate of insurance is required at the limits indicated and must be received by CCPS prior to award of contract.

L. Installation Period

The installation period of the contract is intended to begin on or about July 14, 2021 and end approximately no more than twelve (12) weeks later.

M. Substitution or Replacement of Personnel

If applicable, any changes in personnel assigned to the Proposer's staff must be submitted and approved by the Contract Manager in writing, at least ten (10) days prior to making a substitution. Cecil County Public Schools reserves the right to request changes in personnel assignments. Such requests will be made in writing and will provide sufficient time to make the changes.

N. Disputes

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question must initially be referred the Cecil County Public Schools Project Manager. If the Project Manager and the Contractor cannot agree on a resolution, the issue will be referred to the Procurement Administrator. If resolution is not achieved, the Assistant in Purchasing will decide the issue and provide a written response to the Contractor. The decision of

the Assistant in Purchasing will be final and conclusive.

The contract will be governed by the laws of the State of Maryland and nothing in this contract will be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Assistant in Purchasing. Prior to dispute resolution through the appropriate legal means, i.e. adjudicated by the appropriate Courts, the parties will participate in Alternative Dispute Resolution, in an attempt to resolve the dispute in accordance with the commercial Rules of the American Arbitration Association in effect at the time. All disputes will be decided by a single arbitrator.

O. Billing and Payment

Invoices must be submitted to the Accounts Payable department at accountspayable@ccps.org or mailed to 201 Booth Street, Elkton, MD 21921. The Purchase Order number must appear on the invoice(s) and indicate the work completed. Annual renewal invoices will be paid in the fiscal year in which the services are to be rendered. CCPS' fiscal year begins July 1.

P. Multi-Agency Procurement

Cecil 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 Request for Proposal. 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 proposal response.

Q. Registered to do Business in the State of Maryland

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

END OF SECTION

OFFER AND ACCEPTANCE FORM

Board of Education of Cecil County
201 Booth Street
Elkton, MD 21921

Ladies and Gentlemen:

We have examined and understand the Instructions and Conditions for the furnishing and delivering of **RFP #21-07: Propane Fueling Station.**

We agree to furnish and deliver those items for which our bid/proposal is accepted, in compliance with the terms, Instructions, and Conditions, contained herein, at the price set opposite each item on the attached Pricing Form.

Bids/proposals are an irrevocable offer for 90 days after the bid/proposal opening time and date.

COMPANY

ADDRESS

Date

Authorized Signature

Telephone Number

Printed Name

Fax Number

Title of Authorized Representative

Taxpayer ID. Number

Email

eMarylandMarketplaceAdvantage Vendor ID #

ANTI-BRIBERY FORM

STATE OF MARYLAND PROCUREMENT REGULATIONS 1AC APPENDIX F PROCUREMENT GUIDELINES:

Procurement Article 21 - Section 3-405

Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe will be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a bid or otherwise applying for a contract must submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.

TO BE COMPLETED BY PROPOSER

_____ affirms that it is in full compliance with the
aforementioned Maryland State Procurement Article 21, Section 3-405.

AUTHORIZED COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED TO, BEFORE ME,

ON THE _____ DAY OF _____, 2021

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

*CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS*

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION FOR DEBARMENT
CERTIFICATION)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTION FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction was originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant must provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous, a participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions covered under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

NON-COLLUSION AFFIDAVIT

STATE OF _____ :s.s. COUNTY OF: _____

I state that I am _____ of _____
(Title) (Name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid/proposal.

I state that:

(1) The price(s) and amount of this bid/proposal have been arrived at independently and without consultation, communication or agreement with any other contractor proposer or potential proposer.

(2) Neither the price(s) nor the amount of this bid/proposal, and neither the approximate price(s) nor approximate amount of this bid/proposal, have been disclosed to any other firm or person who is a proposer or a potential proposer; and they will not be disclosed before bid/proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a bid/proposal higher than this bid/proposal, or to submit any intentionally high or noncompetitive bid/proposal or other form of complementary bid/proposal.

(4) The bid/proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid/proposal.

(5) _____, its affiliates, subsidiaries, officers, directors
(Name of firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representatives are
(Name of firm)

material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this bid/proposal is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and will be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of bid/proposal of this contract.

(Name and company position/title)

SWORN TO AND SUBSCRIBED, before me, this ____ day of _____, 20__.

Notary Public My commission expires _____

CECIL COUNTY PUBLIC SCHOOLS AFFIDAVIT

REGISTERED SEX OFFENDER / SEXUALLY VIOLENT PREDATOR / CRIMINAL BACKGROUND CHECK CERTIFICATION

Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
- b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
- c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor will require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It will be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

I do solemnly declare and affirm under the penalties of perjury that the contents of this Affidavit are true and correct to the best of my knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Name (Printed) Title

Authorized Signature Date

Name of Company, Corporation or Firm

REFERENCES

Please list three (3) projects, preferably one with a school system or government agency, completed by your organization in the last three (3) years. Reference should include project of similar scope and size for which your firm has provided similar services.

Reference

Brief Description of Project:

Organization's name:

Representative's Name (_____) _____
Representative's Phone # Fax Number

Reference

Brief Description of Project:

Organization's name:

Representative's Name (_____) _____
Representative's Phone # Fax Number

Reference

Brief Description of Project:

Organization's name:

Representative's Name (_____) _____
Representative's Phone # Fax Number

Authorized Signature Date Title

RFP# 21-07: Propane Fueling Station

NO BID STATEMENT

We, the undersigned, have decided not to bid for the following reasons:

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid/proposal response
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file only for the commodity/service listed above
- _____ Please remove our name from the School Board’s entire vendor files
- _____ Other reasons or remarks

Company Name _____

Company Address _____

Authorized Signature & Date _____

Print Name of Authorized _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

**CECIL COUNTY PUBLIC SCHOOLS
201 Booth Street Elkton, MD 21921**

PROPOSAL SIGNATURE FORM

RFP# 21-07: Propane Fueling Station

The undersigned, having carefully examined the Contract Documents and all conditions affecting the work, and having received clarification of all items of doubt, and all addendums listed below, uncertainty or possible conflict, the undersigned hereby agrees to furnish and deliver to CCPS all supervision, software, hardware, services, supplies, equipment, licenses, etc., and other items necessary for the **RFP #21-07: Propane Fueling Station** as required in strict accordance with the contract documents and all applicable local, state and federal regulations. **Submit along with your proposal the CCPS documents listed below as follows:**

I/We attach the following items as indicated below by the Owner with an "X"

- _____ Technical Proposal (1 Original & 3 Paper Copies)
- _____ Price Proposal (1 Original & 1 Paper Copy)
- _____ Offer and Acceptance form
- _____ Anti-Bribery Affidavit
- _____ Certification Regarding Debarment
- _____ Non-Collusion Affidavit
- _____ Registered Sex Offender and Criminal Background Check Certification form
- _____ References form
- _____ Proposal Signature Form

As the duly authorized representative of the Contractor, able to make this agreement on behalf of the Contractor for which I am acting, I hereby declare that I have carefully examined the documents. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract, and agree to complete all work as required to the satisfaction of Cecil County Public Schools.

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda (if issued):

Authorized Signature & Date _____

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

***Note: Bidder/Proposer must sign and submit Addenda with the proposal submission. The same person signing the Addenda acknowledgement(s) must sign the Bid/Proposal Form.**

Company Name

Authorized Signature / Date

Address

Name Printed / Title

Address

Representative Name & Email