



## Prince George's County Public Schools PURCHASING OFFICE

13300 Old Marlboro Pike • Upper Marlboro, Maryland 20772  
Telephone: 301-952-6560 • Fax: 301-952-6504 • [www.pgcps.org](http://www.pgcps.org)

Keith Miles, *Director*

|                                                                   |                                                               |                                                                         |
|-------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------|
| <b>DATE OF ISSUE:</b><br>July 7, 2010                             | <b>INVITATION FOR BID #:</b><br><b>#007-11</b>                | <b>BID TITLE: Furnish and Deliver Chain Link Fence and Repair Parts</b> |
| <b>PRE-BID DATE &amp; TIME:</b><br><b>NA</b>                      | <b>LOCATION OF PRE BID:</b><br><b>NA</b>                      |                                                                         |
| <b>DATE/TIME OF BID OPENING:</b><br><b>July 29, 2010 @2:00P.M</b> | <b>Buyer: Kenneth Evans</b><br><b>Telephone: 301-952-6598</b> |                                                                         |
| <b>Company Name:</b> _____                                        |                                                               |                                                                         |

### RECEIPT OF BID

Sealed bids for the requirements set forth herein will be received in the Purchasing Department, Room 20, Board of Education of Prince George's County (BOARD), 13300 Old Marlboro Pike, Upper Marlboro, MD 20772-9983, before the deadline of **2:00 P.M. current local time on July 29, 2010**. In order to be considered for award, all bids must be received with an original and two (2 ) duplicate copies of the bid, including supporting documentation. **The bid title and bid number must be stated on the lower left corner of the submission envelope.**

All bidders will be fully responsible for the timely delivery of the Bid response to the designated location to include bids hand carried, sent by common carriers, (UPS, Federal Express and the U.S. Postal Service). Bids delivered to any other office or location other than the Purchasing Department prior to bid opening deadline will not be considered. Competitive sealed Bids are publicly opened and available for review at the bid opening only and are closed after opening until a successful award has been finalized.

### MINORITY & LOCAL BUSINESS INITIATIVE

The Board is continually seeking to provide services, program enhancements and procurement opportunities to help ensure the success of its qualified local minority and qualified local small businesses. The Board strongly encourages its Contractors to maximize the use of qualified local minority business and qualified local small business enterprises on projects. Prime contractors are encouraged to seek and utilize locally based minority and women-owned subcontractors from within the geographical boundaries of Prince George's County. To be responsive in the bid or proposal submittal, the bidder or proposer shall either maximize the use of qualified local minority business and/or qualified local small business enterprises on each project or be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority business and/or qualified local small business enterprises.

### BID DOCUMENTS

The Bid documents may be obtained by:

1. Downloading the document from the Board's website at: [www.pgcps.org](http://www.pgcps.org). Click on the Discover PGCPs, choose Purchasing, then Procurement Opportunities.
2. Access through eMaryland Marketplace at <https://ebidmarketplace.com>
3. Calling the Purchasing Department at 301-952-6560.
4. Visiting the Purchasing Department between the hours of 8:00 AM and 4:30 PM, Monday through Friday, excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

## **SCOPE OF WORK**

The BOARD requests bids to **Furnish and Deliver Chain Link Fence and Repair Parts.** The specifications are contained in the Invitation for Bid. Responses submitted must meet or exceed all requirements. Bid that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

## **INSURANCE**

The successful contractor shall be required, if applicable, to furnish a certificate of insurance. The certificate must be issued to the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY. Bonds issued to the PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS **WILL NOT BE ACCEPTED.**

**BID BOND** Bidders **are not** required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed 100K. (COMAR 21.06.07.02)

The bond must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

**PERFORMANCE AND LABOR BOND** The successful Bidders may be required to submit a performance bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that are less than 100K. (COMAR 21.06.07.03)

The bond, cashier's or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

## **LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK/DELIVER**

The successful bidder accepts this contract with the understanding that should they fail to complete the work/deliver in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document.

## **MINORITY BUSINESS ENTERPRISES**

Prince George's County Public Schools has a Minority Business Enterprise and Affirmative Action Program in effect. Information about this program and forms for compliance are available online at [www.pgcps.org](http://www.pgcps.org). In the lower right corner under the Heading "**Discover PGCPS**" scroll down to "**ALL ABOUT PGCPS**" click on **Policies and Administrative Procedures** and click on "**Administrative Procedures.**" To obtain the 3325 MBE Procurement Procedures (**Locally Funded Projects**) - click **Business & Non -Instructional Operations-3000** or to obtain 7419 MBE Procurement Procedures 7419 (**State of Maryland Guidelines**) – click **Administrative Procedures - Construction 7000** for all appropriate forms. All firms submitting a proposal must complete the appropriate forms and submit the forms with their proposal. The BOARD recognizes minority certification from the Prince George's County Government and the State of Maryland Department of Transportation ONLY.

**LOCAL MBE INITIATIVE-** In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County. (Admin Procedure 3325)

## **NOTICE TO BIDDERS**

Bidders wishing to do business with the BOARD are asked to register with the Purchasing Department. The successful bidder must be an active vendor in Oracle to receive Purchase Orders and Payment. To register, contact the Purchasing Department at 301-952-6560 to receive instructions on how to register or visit the Purchasing website at <http://www1.pgcps.org/isupplier/>.

Prince George's County Public Schools does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability.

Bidders will be required to comply with all applicable requirements pertaining to fair labor, state and local government.

In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County. (Admin Procedure 3325)

No Bid may be withdrawn for at least sixty (60) days after the scheduled closing time for receipt of Bids by order of the Board of Education of the Prince George's County Public Schools, Upper Marlboro, Maryland 20772-9983.

Prince George's County Public Schools accepts no obligations for costs incurred by Bidders in preparing or submitting a Bid and reserves the right to reject any and all Bids received.

### **AWARD**

The BOARD reserves the right to award the contract to the lowest responsive and responsible bidder complying with all provisions of the bid, provided the bid price is reasonable and it is in the best interest of the BOARD to accept. A contract may be awarded to one or multiple vendors, by item or in the aggregate, or any combination thereof.

### **REJECTION OF BIDS**

The BOARD reserves the right to reject any or all bids in whole or in part and to waive any technicalities or informalities as may best serve the interests of the BOARD, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions not requested, or imposes conditions or offers alternate items and may make any award which is deemed to be in the best interest of the BOARD.

### **NON-EXCLUSIVE**

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board is considered to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

### **QUESTIONS/POINT OF CONTACT**

All questions concerning this bid must be sent via email to Buyer Kenneth.Evans@pgcps.org). All answers will be in the form of an Addendum to the IFB and posted on the website.

Purchasing  
Kenneth.Evans  
Purchasing Office  
[Kenneth.Evans@pgcps.org](mailto:Kenneth.Evans@pgcps.org)

Dept. Contact  
Michael Gibson  
Maintenance Department  
[Michael.Gibson@pgcps.org](mailto:Michael.Gibson@pgcps.org)

| Schedule            | Date          |
|---------------------|---------------|
| Post IFB .....      | July 07, 2010 |
| Questions Due.....  | July 15, 2010 |
| Answers Posted..... | July 21, 2010 |
| Bid Due.....        | July 29, 2010 |

SECTION I  
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

**I. GENERAL**

A. Any Contract awarded as the result of any Invitation for Bid to furnish supplies, equipment or services to the BOARD OF EDUCATION, PRINCE GEORGE'S COUNTY, Upper Marlboro, Maryland shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

It is the intent of this Invitation for Bid to provide prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood, before submitting their bid.

A contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

B. All parts of this Invitation for Bid including the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, any addenda, amendments, modifications or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this Invitation for Bid.

C. The respondent is required to submit one **(1) original and two (2)** copy of the title page, signature page, proposal page and any other applicable documents specific to this Invitation to Bid.

**Bidder must identify the IFB by placing the IFB number, opening date and time in the lower left hand corner of the envelope.** The bidder is solely responsible for the arrival of the bid in the PURCHASING OFFICE FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, ROOM 20, UPPER MARLBORO, MARYLAND 20772-9983, prior to the prescribed deadline for return of bids will be publicly after the time set for receipt and may be read aloud. Respondents may attend bid openings. Since bids must be received in a sealed envelope, **FACSIMILE COPIES TRANSMITTED VIA "FAX" MACHINES, OR SIMILAR METHODS, WILL NOT BE ACCEPTED**

Late bids will not be considered for award excepts under the following conditions:

The bid was sent by mail and it was determined by the BOARD that the late receipt was due solely to miss handling by the BOARD after receipt of the address specified in the solicitation. If the BOARD declares administrative or liberal leave scheduled bid openings or receipt of proposals will be extended to next business day.

D. The **time**, prescribed on the title page of this Invitation for Bid as **the deadline for return of bids**, shall be Eastern Standard Time.

E. In the event of inclement weather on the date this bid is scheduled to open and the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY CENTRAL OFFICES are closed, bids will be opened at the PURCHASING OFFICE on the next business day. The time of opening on the next business day will be the same as that of the scheduled day. Bids will be accepted until the time of opening on the next business day.

**II. CONTRACT PERIOD**

A. The initial term of the contract is one (1) year from date of award. Prices shall remain firm for the entire first year of the contract. All prices must be submitted per F.O.B. destination basis only unless otherwise specified herein.

**III. OPTION TO RENEW CONTRACT PERIOD**

A. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

#### **IV. OPTIONAL USE OF CONTRACT**

A. Unless specifically prohibited by the bidder, the following entities within the State of Maryland shall have the option to participate in this RFQ. The Purchasing Agent of those agencies listed below who opt to use the contract award shall issue their own contract and provide the contractor with pertinent delivery and invoicing instructions:

- State Office and Agencies
- County Public Schools
- County Governments
- Municipal Government within the Counties
- State and Community Colleges
- Private, Charter and Parochial Schools
- Metropolitan Washington Council of Governments

#### **V. AWARD**

A. The BOARD reserves the right to award the contract to the lowest responsive and responsible bidder complying with all provisions of the bid, provided the bid price is reasonable and it is in the best interest of the BOARD to accept. A contract may be awarded to one or multiple vendors, by item or in the aggregate, or any combination thereof.

#### **VI. ADDENDUM**

A. Any addenda to this solicitation issued after this solicitation and before the due date shall become part of the contract. It is the responsibility of the bidder to make inquiry as to addenda issued. The BOARD will post all addenda to the solicitation on the BOARD's website.

#### **VII. BID WITHDRAWAL**

A. Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

#### **VIII. ERRORS IN BIDS**

A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his/her bid will not act as an excuse to permit withdrawal of his/her bid nor secure relief on plea of error. Neither State Law nor Regulation make allowance for errors either of omission or co-mission on the part of the bidders. Obvious, apparent errors in a bid may be corrected or withdrawn upon written approval by the BOARD.

When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

#### **IX. REJECTION OF BIDS**

A. The BOARD reserves the right to reject any or all bids in whole or in part and to waive any technicalities or informalities as may best serve the interests of the BOARD, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions not requested, or imposes conditions or offers alternate items and may make any award which is deemed to be in the best interest of the BOARD.

#### **X. PROTEST**

A. Determination of protests validity is at the sole discretion of the BOARD. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the BOARD in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest, and a proposed change to the specifications with supporting documents.

Protests should be delivered to the Purchasing Department in sealed envelopes, clearly marked with the bid number and description.

## **XI. VENDOR ACCEPTANCE**

- A. The successful bidder(s) will receive from the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, a contract. Upon receipt, the bidder must sign and return all copies of the contract.
- B. Any required documentation, such as; Performance Bond, Payment Bond, Certificate of Insurance, and other material required must be submitted by the bidder with the award letter.
- C. Failure to sign the contract and return all required documents within fifteen (15) calendar days from date of receipt shall rule your response null and void and, therefore, award shall be made to the next low responsive bidder. The bidder shall forfeit any Bonds so posted. **In addition, this may also be cause for removal of your firm from the bidder's list.**

## **XII. SURETY**

A. The following SURETY may be required in conjunction with this Invitation for Bid and any resultant contract(s). Bonds or checks NOT made in favor of BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY shall not be accepted. **"Prince George's County Public Schools" is not a legal entity, and therefore, bonds or checks made in favor of Prince George's County Public Schools will not be accepted; the bid offer shall be declared non-responsive and not considered for award.**

### **1. Bid Bond**

- a. Bids must be accompanied by a Bid bond or Certified Check in the amount of five percent (5%) of the total amount of the bid to be made in favor of the

**BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY,  
UPPER MARLBORO, MARYLAND 20772-9983**

Certified Checks will be returned to all but the successful bidder(s) within five (5) days after award of contract(s). Successful bidder's Certified Check will be returned only upon receipt of Performance Bond.

### **2. Performance Bond, Cashier's or Certified Check**

- a. The successful bidder will be required to furnish to the BOARD a Performance Bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of all phases of the contract and to be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY,  
UPPER MARLBORO, MARYLAND 20772-9983**

The above is the legal title for the school system. Deviation from this title shall not constitute intent to furnish and all such documents shall be rejected and returned. Timeliness is of the essence and delays in furnishing acceptable documents may constitute default.

- b. The insurance company issuing the bond must have a policyholders rating of A Plus and a financial rating of Class X per Best's Rating Service. Said surety must be issued by a bonding company licensed to do business in the STATE OF MARYLAND and acceptable to the BOARD and submitted to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 within 15 calendar days after receipt of award. No contract shall exist prior to return of the signed award and acceptable surety.
- c. The Performance Bond, Cashier's or Certified Check will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.

- d. The Performance Bond or Certified Check will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.

B. In addition to the above surety, the following may be required on certain construction contracts. The successful bidder(s) should be prepared to provide the surety if instructed to do so in any resultant Contract Award.

1. Labor and Material Payment Bond

- a. The successful bidder may be required to furnish to the BOARD a LABOR AND MATERIAL PAYMENT BOND in the amount of one hundred percent (100%) of all phases of the contract and to be made in favor of the

**BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY,  
UPPER MARLBORO, MARYLAND 20772-9983**

The above is the legal title for the school system. Deviation from this title shall not constitute intent to furnish and all such documents shall be rejected and returned. Timeliness is of the essence and delays in furnishing acceptable documents may constitute default.

- b. The insurance company issuing the bond must have a policyholders rating of A Plus and a financial rating of Class X per Best's Rating Service. Said surety must be issued by a bonding company licensed to do business in the STATE OF MARYLAND and acceptable to the BOARD and submitted to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 within 15 calendar days after receipt of award. No contract shall exist prior to return of the signed award and acceptable surety.
- c. The Labor and Material Payment Bond will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.

### **XIII. INSURANCE**

- A. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

B. The following coverages and limits are required of all vendors:

- General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate
- Workers Compensation – Statutory Benefits (Only required if the Contractor will be delivering the product(s) to our building).
- Employers Liability - \$500,000 each accident/\$500,000 injury by disease/\$500,000 injury by disease aggregate (Only required if the Contractor will be delivering the product(s) to our building).
- Auto Liability - \$1,000,000 combined single limit (Only required if the Contractor will be delivering the product(s) to our building).

C. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.

D. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983.

E. It will be the responsibility of the successful bidder(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

F. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Invitation for Bid.**

#### **XIV. LAWS AND PERMITS**

A. The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work.

B. Laws of the STATE OF MARYLAND and PRINCE GEORGE'S COUNTY shall govern the contract.

#### **XV. TAXES**

A. Respondents shall assume full responsibility for payment of any and all taxes which may be construed by law authority as being due for materials and supplies under any contract with the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY. They shall hold the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY safe and harmless from any liability for said taxes.

B. Responses to the bid submitted shall not include Federal Excise Taxes or State or Local Sales or Use Taxes (if applicable). The cost of any taxes (operational and/cost of doing business) that are lawfully due and paid by the contractor may be passed on to the Board of Education as part of the overall cost.

C. The BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY is subject to the provisions of Article 81, Section 326 (a) of the Annotated Code of Maryland which provides that the Retail Sales Tax shall not apply to the following Sales:

1. State Sales - "Sales to the State of Maryland or any of its political subdivisions. Provided that this sub-section shall not be construed or applied to exempt any sale, otherwise taxable under this subtitle, or tangible personal property to contractors or builders to be used for the construction, repair or alteration of real property, on contracts advertised for solicitation after July 1, 1968."

D. The Board of Education of Prince George's County Tax Exemption Certificate will be provided upon request.

#### **XVI. MINORITY BUSINESS ENTERPRISES REQUIREMENTS**

A. The Board of Education of Prince George's County Administrative Procedure No. 3325 requires bids for **materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables.** This procedure also is to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business entitled to do so by the provisions of the Administrative Procedure.

**B.** Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective bid opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective bid opening.

**C. The Board of Education of Prince George's County strongly encourages its Contractors to maximize the use of qualified locally based minority and women-owned business within the geographical boundaries of Prince George's County. The bidder or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Prince George's County. Documentation of good faith efforts may be required to be submitted in the sealed bid or proposal packet on the date and at the time due for the respective bid or proposal submittal.**

- D. **Minority businesses are encouraged to submit bids in response to this notice.** Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.

#### **XVII. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE**

- A. After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:
1. Requests for deviation from the specifications, terms, or conditions of the contract
  2. Bonding or insurance
  3. Other matters.
- B. In the event of strikes, Acts of God, or other circumstances beyond the contractors' control, which prevent completion of work or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services, which are necessary for the day-to-day needs of the BOARD.

#### **XVIII. SAMPLES**

- A. Bidders must submit a sample of the item offered if other than the brand referenced in the specifications. Samples must be of smallest unit pack and:
1. Be identified to bidder and item bid.
  2. Accompany their bid or be presented to the PURCHASING OFFICE before the time and date scheduled for the return of bids.
  3. The BOARD OF EDUCATION will not pay for nor return any sample furnished in response to this bid.

#### **XIV. DELIVERY**

- A. Time
1. All deliveries must be made between the hours of 8:30 A.M. and 3:00 P.M., Monday through Friday, except known holidays. It shall be the contractor(s) responsibility to ascertain that the delivery destination will be open to accept delivery.
- B. Documentation
1. Each delivery must be accompanied by a delivery ticket containing the following minimal information:
    - a. Delivery destination
    - b. Purchase order number
    - c. Item number
    - d. Quantity of item(s) delivered
    - e. Item description
    - f. Date of delivery.
  2. BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY PERSONNEL will sign and return to the vendor one (1) copy of the delivery ticket. **This signed copy will later accompany the invoice.**
- C. Delivery Time Provision
1. Bidders are required to include anticipated the delivery time(s) anticipated in their bid response. This delivery time shall be designated in terms of calendar days after receipt of order and shall be entered in the appropriate

space provided in the "Specifications/Proposal" section of this Invitation for Bid. Failure to provide such information may constitute a non-response, and the respective response(s) may not be considered.

D. It is desired that items relative to this Invitation for Bid be obtained at the earliest possible date after placement of order. **Therefore, the delivery time(s) offered may be a consideration in awarding.**

E. **All deliveries must be made F.O.B. DESTINATION.**

## **XX. PRICE**

A. All prices must:

1. Be firm fixed
2. Be F.O.B. Destination, include inside delivery
3. Be free of all taxes and finance charges
4. Include all trade discounts
5. Include any other cost factors relative to the performance of the contract

## **XXI. INVOICES**

A. Invoices must be submitted in DUPLICATE, ACCOMPANIED BY A SIGNED DELIVERY TICKET, TO THE ACCOUNTS PAYABLE DEPARTMENT, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, 14201 SCHOOL LANE, ROOM 130, UPPER MARLBORO, MARYLAND 20772-9983, and contain the following minimal information:

1. Purchase order number
2. Delivery destinations as it appears on the purchase document
3. Quantity, item number, and description of item billed
4. Unit price and extended price of item
5. Total amount of invoice
6. Serial number of each item.

## **XX. PAYMENT**

A. Payment will be made upon receipt of proper invoices. Payment shall be NET 30 days from date of receipt of invoice.

## **XXIII. NEW ITEMS**

A. All items furnished against the Contract must be new and unused, latest models (unless otherwise specified) and free of all defects. The foregoing accepts exchange, normal "rebuilt" items, where specified.

## **XXIV. COMMERCIAL WARRANTY:**

A. The Contractor agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the BOARD OF EDUCATION by any other clauses of the Contract.

## **XXV. DAMAGES OR INJURY**

A. Qualifying contractors will be held pecuniary responsible for any and all damage to BOARD property done or caused by them or their employees or other personnel engaged in the execution of the contract.

B. The contractor shall be similarly responsible for all injury to persons that occur as a result of his fault or negligence.

C. The contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.

D. The contractor shall be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the BOARD free of any and all claims for damages arising from the execution of the contract.

#### **XXVI. TERMINATION FOR CONVENIENCE**

A. This contract may be terminated by the BOARD OF EDUCATION in accordance with this clause in whole or in part whenever the Board Contracting Officer shall determine that such a termination is in the best interest of the BOARD OF EDUCATION. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

#### **XXVII. TERMINATION FOR DEFAULT**

A. The BOARD OF EDUCATION may, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or equipment exactly as specified or perform the services within the time and manner specified herein or any extension thereof, or
2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Office may authorize in writing) after receipt of written notice from the Purchasing Office specifying such failure, or
3. Willfully attempt to make delivery of items other than the items in the Contract, or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specific authorization in the form of a contract amendment, or
4. If a determination is made by the BOARD OF EDUCATION that the obtaining of the Contract was influenced by an employee of the BOARD having received a gratuity, or promise thereof, in any way or form.

#### **XXVIII. DISCLOSURE**

A. Bidder shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of the Board. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Agreement for such period of time as in writing. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Agreement.

#### **XXIX. INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST**

A. The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the Board, unless such infringement or claim results from the Bidder following written instruction or directions of The BOARD. Bidder shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Bidder is responsible hereunder. The Board shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

#### **XXX. NON-DISCRIMINATION**

A. The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

#### **XXXI. RIGHT TO DATA**

A. All data, reports and other documents generated for the BOARD and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the BOARD, and shall be returned to the control of the BOARD upon completion of the contract. No personal student or BOARD information, as defined by federal and state law and BOARD policy, shall be disclosed or published unless otherwise agreed herein.

#### **XXXII. RIGHT TO AUDIT**

A. The contractor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States and the BOARD until the expiration of services is finalized under this Agreement.

#### **XXXIII. AVAILABILITY OF FUNDS**

A. A contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

#### **XXXIV. TRADE DISCOUNT**

A. All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) specifically requested in that manner; (2) two copies of the referenced price list accompanies the bid.

#### **XXXV. RESTRICTIONS**

A. Potential contractors/vendors of the Board of Education of Prince George's County Schools are advised that Maryland law now provides the following mandatory restrictions on registered sex offenders performing work or services on school system property:

B. "A person who enters into a contract with a county board of education or a nonpublic 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 5 years or a fine not exceeding \$5,000 or both."

C. Persons or entities awarded contracts with the Board of Education of Prince George's County are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of contractors 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 Board of Education of Prince George's County determines that 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.

#### **XXXVI.FINGERPRINT AND BACKGROUND CHECKS**

A. Pursuant to BOARD Administrative Procedure 4215, all Independent Contractors and Outsourced Agencies and their employees who will be on BOARD property and may have contact with students, **MUST** have a fingerprint and background check provided by the BOARD at the contractor's expense. The contractor will be responsible to call the Fingerprinting Office at 301-952-6775 to schedule an appointment.

#### **XXXVII. BIDDER'S QUALIFICATION**

A. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the BOARD OF EDUCATION may visit any prospective Contractor's place of business to determine his/her ability, capacity, reliability, financial stability and other

factors necessary to perform the Contract.

#### **XXXVIII.FAILED TO RESPOND**

- A. Failure to make response to this invitation for bid may cause removal of your name from our bidders mailing list for this commodity or service. Those bidders wishing to remain on the mailing list for this commodity or service but do not desire to submit a bid at this time, should affix the enclosed mailing label, marked "no bid", to an envelope with the company's name and return address clearly shown, and mail as indicated on the label. If you are not a supplier of this commodity or service submit a "no bid" and request your name be removed from our mailing list for this commodity or service only.

SECTION II  
SPECIAL PROVISIONS

A. The purpose of this Invitation for Bid is to obtain Chain Link Fence and Fence Repair Parts and accessories consistent with the material and equipment requirements of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY. It is desired to obtain a reasonable and acceptable "discount", rather than a quoted firm price. This Invitation for Bid may be used as a basis for awarding PURCHASE ORDERS to sources, according to the need for certain products.

The bidders shall must be able to provide for pickup and/or delivering of Chain Link Fence and Fence Repair Parts, including galvanized and aluminum fabric, barbed wire, posts and caps, bolts, clamps, gates, tension bars, and all other items necessary for repair and maintenance.

For percentage off discount, the bidders are required to provide a percentage off of manufacturer's published suggested list prices.

The percentage(s) offered, if accepted by the board, will be made a part of the contract award and will serve as the pricing basis for procurement of other manufacturers' items as requirements arise during the term of contract.

The manufacturers' published suggested list prices which are currently in effect at time of any purchase shall apply for pricing purposes through the end of the initial year of the contract. These price lists may be revised with any up-dating by the manufacturer after the initial year, but the percentage offered shall remain in effect through for the term of the contract.

The bidders are required to provide, to the board's purchasing office, one (1) copy of applicable current manufacturers' price lists for each manufacturer's product line awarded, within fifteen (15) calendar days following award notification.

SECTION III  
PROPOSAL FORM

| ITEM<br>NO. | DESCRIPTION                                 | UNIT | EST.<br>QTY. | UNIT PRICE             |
|-------------|---------------------------------------------|------|--------------|------------------------|
| 1           | Chain Link Fence                            |      |              | _____ % off List Price |
| 2           | Chain Link Fence Repair Parts & Accessories |      |              | _____ % off List Price |

DELIVERY: SHALL BE IN 5 FIVE CALENDAR DAYS AFTER RECEIPT OF ORDER.

### **AFFIDAVIT**

***This document must be completed, signed by an authorized company official & submitted with your bid response. The signature must be an original (signed in ink) or your bid will be ruled non-responsive.***

Contractor \_\_\_\_\_ Bid No. \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

#### **FOR MINORITY USE ONLY**

LOCALLY BASED MINORITY BUSINESS: PGC MBE\_\_\_\_ PGC MWE \_\_\_\_ MD MBE\_\_\_\_ MD MWE\_\_\_\_

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

P.G. COUNTY GOVERNMENT: Certification No.: \_\_\_\_\_

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: \_\_\_\_\_

#### **AFFIDAVIT I**

The Contractor, his agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, not have they colluded with anyone for and on behalf of the contractor, or themselves, to gain any favoritism in the award of the contract herein.

#### **AFFIDAVIT II**

No officer or employee of the Board of Education Prince George's County Public Schools, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Board, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the Board received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Board in connection with this contract, job, work, or service for the Board, excepting, however, the receipt of dividends on corporation stock.

#### **AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the Board have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed.

#### **AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with the Board have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

#### **AFFIDAVIT V**

I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Board under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction. I acknowledge that this Affidavit is to be furnished to the Board. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Board. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Board may terminate any contract awarded, and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Title- Authorized Official \_\_\_\_\_  
If a corporation, it was organized under the laws of the state of, in the year \_\_\_\_\_ a partnership, list names of partners \_\_\_\_\_  
\_\_\_\_\_.