

November 6, 2024

Allen Bohrer, President  
Newsom Seed, Inc.  
P.O. Box 510  
Fulton, MD 20759  
[allen@newsomseed.com](mailto:allen@newsomseed.com)

**Reference: Solicitation #25CM-062 GRASS SEED AND FERTILIZER**

Dear Allen Bohrer:

Your company has been awarded items: 3, 4 and 5 of the contract for bid 25CM-062 Grass Seed and Fertilizer. A copy of the signed contract is enclosed. If you have any questions, please contact Marilyn Murphy at [MMMurphy1@aacps.org](mailto:MMMurphy1@aacps.org).

*Please remember that this contract award does not authorize you to place orders on behalf of AACPS. You may not place orders without a request from an authorized AACPS representative and a signed purchase order, if one is required.*

Anne Arundel County Public Schools looks forward to working with your company.

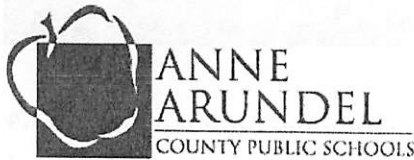
Sincerely,

A handwritten signature in blue ink, appearing to read 'Mary Jo Childs', is written over the printed name.

Mary Jo Childs, CPPO, CPCM  
Director of Purchasing

MJC/jc

cc: Marilyn Murphy  
Contract File



ANNE ARUNDEL COUNTY PUBLIC SCHOOLS (AACPS)  
PURCHASING OFFICE  
2644 RIVA ROAD, ANNAPOLIS, MARYLAND 21401  
(410) 222-5160

Request for Bid # 25CM-062

Title: Grass Seed and Fertilizer

Date Issued: Thursday, August 22, 2024 Buyer: Marilyn Murphy, Buyer Specialist, mmmurphy1@aacps.org

Bid Due Date: No later than Thursday, September 12, 2024 at 2:00 pm Eastern Time in the Purchasing Office.

The opening is public and shall be conducted in the Bid Room at the above address. NOTE: If the Central Office Building (address above) is closed due to inclement weather, bids shall be due on the next business day that the building is open. The bid opening time remains the same regardless of the opening day. Call 410-222-5000 to determine if the building is closed. ALSO NOTE: The closing of schools does not always constitute the closing of the Central Office Building.

Minority and Small Business Enterprises and Veteran-Owned Businesses are encouraged to respond to this RFB.

This bid must be signed by a bidder authorized to make a binding commitment for the firm submitting the bid. By submitting a bid in response to this RFB, the bidder selected for award agrees that it shall comply with all federal, State, and local laws, and AACPS policies and regulations applicable to its activities under the resulting contract. Any bidder selected for an award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation. [www.dat.maryland.gov](http://www.dat.maryland.gov)

Your signature on this page provides AACPS with your acknowledgment and acceptance of the terms and conditions contained in the Request for Bids. When this page is executed by an authorized officer of Anne Arundel County Public Schools, these specifications, terms and general conditions, and price bid shall become a legally binding contract between the successful bidder and AACPS.

Name of Bidder: Newsom Seed

Address: PO Box 510 Fulton, MD 20759

Phone: 240-554-0359

Email: Allen@newsomseed.com

Federal ID or Social Security Number:

MDOT MBE Certification #, if any

DGS Small Business Registration #, if any:

Web Address: www.NewsomSeed.com

MD Dept. of Assess. & Taxation #

Date Bid Submitted: 9/11/24

Signature of Bidder: [Signature]

Printed Name and Title: Allen Bohrer

Acquisition Manager

Accepted by AACPS Director of Purchasing

Date:

Award Limitations

Items: 3, 4 and 5

# RFB #25CM-062 – GRASS SEED AND FERTILIZER

## Table of Contents

Section I: GENERAL INFORMATION .....	4
1. GENERAL .....	4
2. AACPS INFORMATION.....	4
3. NO OBLIGATION .....	4
4. COMPETITIVE SEALED BID PROCESS .....	4
5. BID SUBMISSION INSTRUCTIONS.....	5
6. REJECTION/CANCELLATION OF RFB .....	5
7. PRICE GUARANTEE .....	6
8. EXCEPTIONS .....	6
9. REQUIRED DOCUMENTS .....	6
10. FINANCIAL DOCUMENTS .....	6
11. BID WITHDRAWAL .....	6
12. COST OF BIDDING.....	6
13. COOPERATIVE PURCHASING .....	6
14. PROTESTS .....	7
15. REGISTRATION.....	7
16. ANTI-BRIBERY.....	7
17. TAXES.....	7
18. TOBACCO PRODUCTS .....	7
19. IRREGULARITIES.....	7
20. SUBCONTRACTORS.....	8
21. NON-HIRING OF OFFICIALS AND EMPLOYEES.....	8
22. SEX OFFENDER NOTIFICATION .....	8
23. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS .....	9
24. ACCESS TO PUBLIC RECORDS.....	9
25. GIFTS.....	9
26. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION .....	9
27. TIE BIDS.....	9
28. DEFINITIONS .....	10
29. CHECKLIST for requirements in your bid response, provided for your convenience:.....	10
Section II: SPECIFICATIONS.....	11
1. PURPOSE.....	11
2. PRODUCT SPECIFICATIONS .....	11
3. ANNE ARUNDEL COUNTY PUBLIC SCHOOLS DELIVERIES .....	13
4. QUANTITIES.....	13

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

5. DURATION OF CONTRACT .....	14
6. F.O.B. DESTINATION .....	14
7. FORT GEORGE G. MEADE UNITED STATES ARMY INSTALLATION RESTRICTED ENTRY: ....	14
8. CONFIDENTIALITY .....	15
9. ACCESS TO THE PREMISES.....	15
10. INSPECTION OF SERVICES AND TESTING OF SUPPLIES AND SERVICES .....	15
11. INSURANCE REQUIREMENTS .....	16
12. WAIVER OF SUBROGATION .....	16
Section III: MANDATORY TERMS AND CONDITIONS.....	18
1. COMPLIANCE WITH LAWS.....	18
2. RETENTION OF RECORDS .....	18
3. TERMINATION.....	18
4. MARYLAND LAW PREVAILS.....	19
5. ASSIGNMENT.....	19
6. PAYMENT .....	19
7. INDEMNIFICATION OF ANNE ARUNDEL COUNTY PUBLIC SCHOOLS .....	20
8. CODE OF ETHICS .....	20
9. HIRING OF AACPS EMPLOYEES .....	20
10. DISPUTES.....	20
11. REGULATIONS .....	20
12. WAIVER .....	21
13. NON-DISCRIMINATION CLAUSE .....	21
14. MODIFICATIONS AND AMENDMENTS.....	21
15. FORCE MAJEURE .....	21
16. AACPS EQUIPMENT ISSUED TO CONTRACTOR (if applicable).....	21
Section IV: BIDWORKSHEET .....	22
Section V: QUALIFICATIONS AFFIDAVIT .....	25
Section VI: BID/PROPOSAL AFFIDAVIT .....	29
Section VII: AACPS EFT REQUEST AUTHORIZATION .....	31
Section VIII: ACKNOWLEDGEMENT OF NEPOTISM POLICY.....	32



# RFB #25CM-062 – GRASS SEED AND FERTILIZER

## Section I: GENERAL INFORMATION

### 1. GENERAL

The Board of Education of Anne Arundel County, also referred to as Anne Arundel County Public Schools or AACPS, is soliciting competitive sealed bids for Grass Seed and Fertilizer as more fully described herein. The contract will be a firm, fixed-price contract.

The schedule of the bidding process is as follows:

Issuance of RFB	Thursday, August 22, 2024
Questions to AACPS Buyer	No later than Tuesday, September 3, 2024, at Noon Eastern Time. Questions received after this date will be answered only if time permits.
Bids are due to AACPS Purchasing Office	Thursday, September 12, 2024, at 2:00 pm Eastern Time
Approximate date of Award	Wednesday, October 2, 2024

Bidders are responsible for reviewing and understanding this solicitation. To that end, prospective bidders may submit questions to the AACPS Buyer named above.

Questions must be in writing and submitted via hard copy or email.

The Buyer will distribute a written summary of responses to timely-received questions to all prospective bidders known to have received a copy of this RFB.

A Bidder who has received this document should immediately visit the AACPS website (<http://bids.aacps.org/>) and register as a plan holder for this Bid. This will ensure that the bidder is notified of any addenda, additional materials, or other communications related to this RFB.

Oral communications are not binding.

### 2. AACPS INFORMATION

Anne Arundel County Public Schools is the 4<sup>th</sup> largest school district in Maryland. AACPS serves approximately 85,000 students and comprises 128 schools covering more than 400 square miles. There are 80 elementary schools, 19 middle schools, 14 high schools, and several specialty education centers across the district.

Additional information on AACPS can be found on our website: [www.aacps.org](http://www.aacps.org)

### 3. NO OBLIGATION

This solicitation implies no obligation on the part of AACPS.

### 4. COMPETITIVE SEALED BID PROCESS

Bidders shall submit all requirements outlined in the RFB.

A bidder may not offer more than one price on each line item.

The buyer will review each bid submission for responsiveness. If the bid is determined to be not responsive or

## **RFB #25CM-062 – GRASS SEED AND FERTILIZER**

the bidder not responsible, the bid will be rejected, and the bidder notified in writing accordingly.

AACPS may award contract(s) based on groups, individual line items, lots, or any combination thereof, at the sole option of the AACPS.

Recommendation for award will be made to the responsible bidder(s) submitting the lowest responsive bids(s) and representing the best value to Anne Arundel County Public Schools in accordance with Sect. 5-112 of the Education Article, Maryland Annotated Code.

### **5. BID SUBMISSION INSTRUCTIONS**

Bids may be submitted electronically. Electronic bid submissions must be done through the AACPS website. When submitting an electronic bid, go to [www.aacps.org](http://www.aacps.org); then click Vendors & Contractors/Bid Information/Current Bid Information/Bid Submissions (in red). The time of receipt is the time the electronic submittal is RECEIVED by Anne Arundel County Public Schools – NOT the time you begin the upload. Please allow additional time for your submission to be fully uploaded. AACPS is not responsible for technical failures that result in a late submission. The bid must be combined into one PDF file. Do not upload each document separately.

Bidders who wish to mail in or drop off their bid shall submit one paper copy, including all attachments, on or before the bid due date and time specified on the title page. Bidders shall also submit one electronic copy of the bid on a flash drive.

Bids sent for next-day delivery via USPS are delivered to the nearest post office – not the AACPS Central Office. AACPS then retrieves deliveries from the Post Office the next day. Bidders using this USPS shipment method should allow at least one extra business day for delivery to the Central Office.

Bidders are responsible for properly labeling their bid envelope with the company name, address, bid number, and due date. AACPS is not responsible for a bid that may be inadvertently opened before the bid due date unless it is submitted with proper labeling.

E-mailed bids will not be accepted.

Bidders may not submit an electronic bid AND a paper bid for the same solicitation. Similarly, bidders may not submit an electronic bid twice on the AACPS online system for the same solicitation. If that happens, a bidder may request to withdraw one of the bids in writing ONLY IF THE TIME FOR BID SUBMISSION HAS NOT LAPSED. If the time for bid submission has lapsed and the bidder has not made a written request to withdraw one of the bids, AACPS will reject the second bid submitted, regardless of how it is submitted.

Any bids received after the date and time specified are considered late and will be rejected on that basis. It is the sole responsibility of the bidder to ensure that their bid is submitted on or before the bid due date and time specified in the solicitation. Late bids will be refused, returned unopened, or destroyed at the bidder's request.

### **6. REJECTION/CANCELLATION OF RFB**

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

## **RFB #25CM-062 – GRASS SEED AND FERTILIZER**

### **7. PRICE GUARANTEE**

The bidder warrants that the bid price shall be effective for a period of not less than 90 days from the date bids are due, in order to give AACPS time to award the contract. NOTE: For the successful bidder, prices shall remain firm over the duration of the contract.

### **8. EXCEPTIONS**

If a bidder takes any exceptions to the terms and conditions of the RFB, a bidder shall notify AACPS in writing not later than ten calendar days (Saturdays and Sundays included) before bids are due. Failure to take exceptions within the timelines indicated shall be construed by AACPS as full acceptance of the stated terms and conditions.

### **9. REQUIRED DOCUMENTS**

The required documents for this solicitation shall include the signed, original, unaltered solicitation documents including any addenda issued by AACPS, financial statement, completed Qualifications Affidavit, completed Bid Work Sheet, and any other additional documents requested. Failure to do so may result in the rejection of the bid.

### **10. FINANCIAL DOCUMENTS**

Acceptable documents for compliance with the Financial Statement requirement above include bidder's:

- A. Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- B. Annual Report;
- C. Dun & Bradstreet complete Business Report; or
- D. Other financial documents determined to be acceptable by the Director of Purchasing.

### **11. BID WITHDRAWAL**

No bid can be withdrawn after it is submitted to AACPS unless the bidder makes a written request to the buyer, before the bid due date, or if the bidder provides clear and convincing evidence that a mistake in the bid calculation has been made and only then with the approval of the AACPS Director of Purchasing.

### **12. COST OF BIDDING**

AACPS does not accept responsibility for any expenses incurred in the bid preparation and presentation requirements, if any. Such expenses are the sole responsibility of the bidder.

### **13. COOPERATIVE PURCHASING**

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, AACPS reserves the right to extend the terms of any contract resulting from this bid to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify AACPS of those entities that request to use any contract resulting from this bid and provide usage information to AACPS, if requested.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

### 14. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulation DEC-RA.

### 15. REGISTRATION

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland. Bidders should contact the SDAT directly to determine their registration requirements: [http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)

Bidders that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State bidders must be in good standing with their home state authority.

Bidders that fail to comply with these requirements may be rejected as not responsible.

### 16. ANTI-BRIBERY

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

### 17. TAXES

AACPS is exempt from federal excise taxes [52-73-0144K] and State and local sales or use taxes [3000110-2]. Bidders may not include these taxes in their bid price. If a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor pays Maryland sales tax and exemption does not apply.

### 18. TOBACCO PRODUCTS

The use of drugs, alcohol, and tobacco products is not permitted on school property. AACPS Board Policy and Regulation GAC-RA and COMAR 13A.02.04 require AACPS to maintain drug, alcohol, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination

### 19. IRREGULARITIES

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



## **20. SUBCONTRACTORS**

AACPS shall enter into an agreement with the selected Contractor(s) only. The selected Contractor(s) shall be responsible for all services required by this RFB.

## **21. NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of AACPS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of AACPS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

## **22. SEX OFFENDER NOTIFICATION**

### **A. Registered Sex Offender**

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See Criminal Procedure Article, §11-707, Annotated Code of Maryland. An AACPS Contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A Contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

### **B. Other Crimes**

An AACPS Contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children if the employee has been convicted of:

Section 3-307 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Third Degree;

Section 3-308 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Fourth Degree;

An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;

Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;

An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;

A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or

An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

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



## RFB #25CM-062 – GRASS SEED AND FERTILIZER

- C. AACPS Contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all of the Contractor's direct employees, subcontractors, and independent Contractors.
- D. Violations of any of these provisions may result in immediate termination for cause.
- E. Contractor workforce requiring access to any of the AACPS schools located on the secure portion of Fort Meade will require additional background checks conducted by the Installation.

Each Contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and that a subcontractor and/or independent Contractor conducts screening of its personnel who may work at a school. The term workforce is intended to refer to all the Contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause AACPS to take action against the Contractor up to and including termination of the contract.

### 23. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS

In addition to the requirements of Section 20 above, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

### 24. ACCESS TO PUBLIC RECORDS

Bidder should identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Maryland Public Information Act. Bidders are advised that the Director of Purchasing may be required to make an independent determination whether the information may be disclosed.

### 25. GIFTS

In accordance with Board Policy BAF, contractors are notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/bidder is no longer a responsible bidder or vendor.

### 26. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://emma.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

### 27. TIE BIDS

"Tie bids" mean responsive bids from responsible bidders that are identical in price, terms, and conditions. In the event of a tie bid, an award shall be made to the in-state business if identical favorable bids are received

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

from an in-state and out-of-state bidder.

If both low bids are from in-state businesses, the award may be made to the in-state low bidder that is an MDOT-certified minority business enterprise or State certified small business. If none of the tie-breaking rules apply, a drawing shall be conducted. In addition to the Buyer, an AACPS employee shall also be present to verify the drawing and certify the results on the bid tabulation sheet.

### 28. DEFINITIONS

“Day”: Calendar Day unless other indicated

“Equivalent Item”: An item of equipment, material, or supply

“Responsible Bidder”: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgment, skill, ability, capacity, and integrity requisite and necessary to perform a public contract according to its terms.

“Responsive Bid”: A bid submitted in response to a request for bids that conforms in all material respects to the requirements contained in the request for bids.

### 29. CHECKLIST for requirements in your bid response, provided for your convenience:

- ☐ Return the entire, **original/unaltered** RFB document, including the title page, bid worksheet, and addenda, if any. If the bid is not electronically submitted, then one paper copy and one electronic copy provided on a flash drive are required.
- ☐ Qualifications Affidavit
- ☐ Financial Statement
- ☐ Completed Electronic Funds Transfer Request Authorization
- ☐ Completed Acknowledgement of Nepotism Policy

**Failure to provide all of the requirements may be cause for the rejection of your bid.**

*A Bidder who has received this document should immediately visit the AACPS website (<http://bids.aacps.org/>) and register as a Plan Holder for this Bid. This will ensure that the bidder is notified of any addenda, additional materials, or other communications related to this RFB.*

End of Section. See Next Page

## **Section II: SPECIFICATIONS**

### **1. PURPOSE**

Anne Arundel County Public Schools, herein called AACPS, is contracting for Grass Seed, Fertilizer and Field Treatment Supplies in accordance with the specifications, terms and conditions specified herein. Products will be ordered on an as needed, when needed basis.

### **2. PRODUCT SPECIFICATIONS**

#### **A. Grass Seed Specifications**

Contractor shall furnish and deliver Grass Seed, Fertilizer, and Field Treatment Supplies as described and specified on the Bid Worksheets to delivery locations noted herein.

1. Contractor shall assure that all grass seed is free of all prohibited and restricted noxious weeds in accordance with the Maryland Seed Law & Regulations of 1957, except blue tag specified or Oregon certified.
2. Contractor shall assure that all grass seed is free of ryegrass, timothy, bent grass, quack grass, Canada bluegrass, Canada thistle, Bermuda grass, tall fescue, and clover unless included in a specified mixture.
3. Contractor shall assure that certified seed mixtures and seed lots have been blended under the supervision of the Maryland Department of Agriculture.
4. Contractor shall assure that the seed filling this request complies with the Maryland Seed and Regulations Law, except blue tag specified or Oregon certified.
5. Contractor shall assure that all seed has been certified with complete and accurate analysis tags attached to each container. The seed to be purchased is subject to the results from a quality control sampling submitted to the Maryland Seed Laboratory. Seed lots that fail to meet the minimum specifications contained herein will be returned to the supplier without payment.
6. Supplier will be required to replace promptly any lot failing to meet these specifications.

#### **B. Certified Lateral Spread Turf Type Tall Fescue Grass Seed Mixture:**

Seed mixture shall be comprised of a blend of three improved varieties of Lateral Spread turf type tall fescue with lateral spread technology. Acceptable varieties include Firecracker SLS, Dynamite LS, Spyder LS, Titanium 2LS, Valkyrie LS, or equivalent, from Mountain View Seed. Blend shall be at least 99% pure, less than 1% inert matter and 0% weed seed. All seed shall be blue tag certified. All varieties shall be listed in the top 20 as shown in the 2012 or newer Tall Fescue NTEP reports and be listed as recommended for use in Maryland and Virginia. No substitutions shall be allowed.

#### **C. Certified Turf Type Tall Fescue Grass Seed Mixture:**

Oregon Blue Tag Seed: Seed mixture shall be comprised of a blend of three improved varieties of turf type tall fescue. Blend shall be at least 99% pure, less than 1% inert matter, and 0% weed seed. All seed shall be blue tag certified. All varieties shall be listed in the top 20 as shown in the NTEP reports and be listed as recommended for use in Maryland and Virginia.

#### **D. Certified Bermuda Grass Seed Varieties** *Riv*

Certified Riviera Bermuda grass seed: Seed shall be packed in twenty-five (25) pound buckets with a blue certification tag from the state of origin. Seed shall be coated with gibberellic acid.

#### **E. Transitional/Annual Ryegrass Varieties**

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

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

accepted. (Barenbrug variety)

Breakout Annual Ryegrass: Seed shall be packaged in fifty (50) pound bags. No substitutions shall be accepted. (Mountain View variety)

### F. Fertilizer

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

#### 24-0-0 Poly Plus Sulfur Coated Urea

With 50% Nitrogen from sulfur-coated urea. Must contain micronutrients (iron 2%, manganese 1%, chlorine 9%)

Nitrogen	24.00 %
Manganese	1.00 %
Chlorine	9.00 %
Iron	2.00 %
Sulfur	3.65 %

Fertilizer is to be packaged in fifty (50) pound bags.

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

#### Dolomitic Pelletized Limestone

Contractor shall provide dolomitic pelletized limestone in fifty (50) pound bags to each high school location

### G. Calcine Clay – Field Conditioner

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

### H. Packaging

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

### I. Material Safety Data Sheets (MSDS)

Contractor must provide Material Safety Data Sheets (MSDS) before shipping any product to Anne Arundel County Public Schools. MSDS shall be forwarded to:

Anne Arundel County Public Schools

ATTN: Oliver Leinemann or Jacob McKinley, Grounds Maintenance Office

9034 Ft. Smallwood Road

Pasadena, MD 21122

MSDS must also be included with each delivery.

### J. Reporting Requirements

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



## RFB #25CM-062 – GRASS SEED AND FERTILIZER

### K. New Items and Omissions

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

### 3. ANNE ARUNDEL COUNTY PUBLIC SCHOOLS DELIVERIES

Deliveries to AACPS high schools shall be twice yearly (spring and fall). All deliveries shall be coordinated with AACPS representatives.

Annapolis High School 2700 Riva Road Annapolis, MD 21401	Northeast High School 1121 Duvall Highway Pasadena, MD 21122
Arundel High School 1001 Annapolis Road Gambrills, MD 21054	North County High School 10 E 1st Avenue Glen Burnie, MD 21061
Broadneck High School 1265 Green Holly Drive Annapolis, MD 21401	Northeast High School 1121 Duvall Highway Pasadena, MD 21122
Chesapeake High School 4798 Mountain Road Pasadena, MD 21122	Severn Run High School 8065 New Cut Road Severn, MD 21144
Crofton High School 2291 Davidsonville Road Gambrills, MD 21054	Severna Park High School 60 Robinson Road Severna Park, MD 21146
Glen Burnie High School 7550 Baltimore Annapolis Blvd. Glen Burnie, MD 21060	South River High School 201 Central Avenue East Edgewater, MD 21037
Meade High School 1 Clark Road Ft. Meade, MD 20755	Southern High School 400 Solomon's Island Road Harwood, MD 20776
North County High School 10 E 1st Avenue Glen Burnie, MD 21061	South River High School 201 Central Avenue East Edgewater, MD 21037

The selected contractor shall furnish and deliver the goods specified here **only after** receipt of an award letter, a signed and authorized AACPS purchase order, **and confirmation from an authorized AACPS representative.**

### 4. QUANTITIES

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



## **5. DURATION OF CONTRACT**

The contract shall remain in force and effect for a period of one year from the date of award "Initial Term". The date of award is the date the Contract is signed by both parties. Throughout the Initial Term of the contract pricing will not be greater than the per unit amount awarded. Upon completion of this Initial Term, AACPS has two one-year extension options, the option to rebid, or the option to terminate the contract. In the event AACPS extends the contract past the Initial Term, awardee will be given the option to submit new pricing, given the volatile pricing of grass seed and fertilizer. This contract escalation adjustment shall be based on the increase of the Consumer Price Index (CPI) between the start and end of the Initial Term and be capped at five percent (5%) of the per unit price of the amount originally awarded. The Purchasing Office shall have the right to negotiate with the Contractor for a price consistent with the market price of this item.

## **6. F.O.B. DESTINATION**

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

## **7. FORT GEORGE G. MEADE UNITED STATES ARMY INSTALLATION RESTRICTED ENTRY:**

All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools, on the secure portion of the Fort George G. Meade United States Army Installation (Installation), must obtain the necessary access credentials prior to attempting entry. NO EXCEPTIONS.

The following schools are located on the secure portion of the Installation which requires the contractor to obtain the necessary access pass. Access to these schools is through the Reese Road gate inspection station.

Manor View Elementary

Pershing Hill Elementary

West Meade Early Education Center

MacArthur Middle School

Note: Meade High School, Meade Middle School, and Meade Heights Elementary are not located on the secure portion of the Installation and may be visited without an access pass and do not require entry through the Reese Road gate inspection station.

The contractor will need to submit to a background check conducted by the Installation to obtain the needed access pass. To begin this process, contact AACPS, Office of Investigations, Debbie Jones, at [dajones2@aacps.org](mailto:dajones2@aacps.org) and request a Fort George G. Meade Installation Access Request form (Form 191). If there are any questions call (410) 222-5287. Once the access form is completed and approved by AACPS you will then need to present it, along with the required identification documentation, to the Installation's Demps Visitor Control Center at:

Demps Visitor Control Center

902 Reece Road

7:30 a.m. to 4:00 p.m., Monday through Friday

(301) 677-1064 or (301) 677-1065

Contractor personnel must submit Form 191 and present two forms of identification in original form which shall be neither expired nor cancelled in order to obtain access (or when necessary, an ID badge):

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

- A. A State-issued identification card (e.g. driver's license) with picture and Real ID Act 2005 compliant;
- B. Original social security card (photocopy not acceptable); and
- C. Original birth certificate or passport as proof of citizenship. Contractor personnel who are not U.S. citizens will be required to provide immigration documentation.

For further information on access requirements: <https://home.army.mil/meade/index.php/about/visitor-information>

Contractors are responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

### 8. CONFIDENTIALITY

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

### 9. ACCESS TO THE PREMISES

AACPS will provide access to applicable AACPS Locations, Monday through Friday 8:30 A.M. to 3:00 P.M. Eastern Time on days AACPS is open for business. Vendors are welcome to visit our website at [www.aacps.org](http://www.aacps.org) for school holidays and other school closings.

### 10. INSPECTION OF SERVICES AND TESTING OF SUPPLIES AND SERVICES

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

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

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

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

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

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

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

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

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

### 11. INSURANCE REQUIREMENTS

Unless otherwise specified in this RFB, the Contractor shall be required to purchase and maintain during the life of the Contract, commercial general liability insurance, business automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

#### A. Commercial General Liability

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

#### B. Business Automobile Liability Insurance

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

#### C. Workers' Compensation Insurance

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

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within 10 days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall send a copy within two business days of its receipt to the AACPS Purchasing Office. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise. Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

### 12. WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

and representatives waive any right of recovery against the AACPS Parties, including the Board of Education of Anne Arundel County (the Board), administrators, executives, employees or volunteers for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

End of Section. See Next Page



## **Section III: MANDATORY TERMS AND CONDITIONS**

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

### **1. COMPLIANCE WITH LAWS**

The Contractor hereby affirms:

It is qualified to do business in the State of Maryland and it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract

### **2. RETENTION OF RECORDS**

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

### **3. TERMINATION**

#### **A. TERMINATION FOR DEFAULT**

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

#### **B. TERMINATION FOR CONVENIENCE**

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



## RFB #25CM-062 – GRASS SEED AND FERTILIZER

### C. NONAVAILABILITY OF FUNDING

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

### 4. MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

### 5. ASSIGNMENT

Contractor may not assign this contract to successors, associated companies, or any other parties for any reason without written approval of AACPS.

### 6. PAYMENT

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

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

If applicable, invoices shall also include the original price, the discount percentage, and the discounted price paid by AACPS.

#### A. Payments by EFT

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer, unless the AACPS Director of Purchasing grants an exemption. Unless previously registered, the selected Bidder shall register using the form titled, Electronic Funds Transfer Request Authorization, included as an Attachment to this RFB. The original, completed EFT form should be sent to the Buyer.

#### B. Payments by Procurement Card

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. The Contractor may not charge AACPS for any fees related to

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

the use of the procurement card above their bid prices.

### 7. INDEMNIFICATION OF ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

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

### 8. CODE OF ETHICS

This solicitation is governed by the Board of Education of Anne Arundel County Vendor Relations Policy DEC and Vendor Relations Administrative Regulation DEC-RA. Also, in accordance with the Board's

Ethics and Conflict of Interest Policy BAF, if an AACPS employee has a financial interest in a company, that company may not submit a bid for an AACPS contract.

### 9. HIRING OF AACPS EMPLOYEES

The Board of Education of Anne Arundel County Policy BAF provides, in part, that an AACPS employee may not own or have a financial interest in an entity that has negotiated or entered into a contract with the School System or Board.

The Board Policy can be found in its entirety at <https://aapcsschools.org/boardpolicies/wp-content/uploads/bsk-pdf-manager/2020/12/FINAL-BAF-Ethics-and-Conflict-of-Interest-2019.pdf>

### 10. DISPUTES

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

### 11. REGULATIONS

The policies established by the Board of Education of Anne Arundel County and administration regulations in effect on the date of execution of this Contract are applicable to this Contract.

## **12. WAIVER**

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

## **13. NON-DISCRIMINATION CLAUSE**

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

## **14. MODIFICATIONS AND AMENDMENTS**

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

## **15. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, pandemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

## **16. AACPS EQUIPMENT ISSUED TO CONTRACTOR (if applicable)**

Contractor shall be responsible for payment for loss or damage to AACPS equipment issued to contract staff as part of their scope of work. AACPS shall invoice Contractor for lost or damaged AACPS equipment, and payment shall be rendered by Contractor within 30 days of invoice.

End of Section. See Next Page

# RFB #25CM-062 – GRASS SEED AND FERTILIZER

## Section IV: BIDWORKSHEET

Bidder:

Newsom Seed

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

**NOTE: Amendments to solicitations that may affect pricing often occur before bid opening. It is the bidder's sole responsibility to obtain amendments once they have been posted.**

The use of brand names shall be interpreted as follows:

- A. Brand names used with the "or equivalent" clause are intended to be descriptive and not restrictive. Bids may be considered on models or brands or products of manufacturers other than those specified provided the documentation and samples required are provided with your response.
- B. Brand names that do not use the words "or equivalent" after them are to be considered the only brands acceptable to AACPS.
- C. AACPS retains the sole right to determine when an equivalent is acceptable.

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

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL
1	Lateral Spread Tall Fescue (50 lb. bags)	400	\$ 68.00	\$ 27,200.00
Mix Bid & Varieties 37 % <u>Spyder 2LS</u> 33 % <u>Valkyrie LS</u> 33 % <u>Titanium 2LS</u>				Tall Fescue
2	Oregon (blue tag) Fescue Mix (50 lb. bags)	400	\$ 66.00	\$ 26,400.00
Mix Bid & Varieties % _____ % _____ % _____				Tall Fescue
3	Dolomitic Palletized Limestone (50 lb. bags) <u>Item # 014502</u>	400	\$ <del>4.66</del> 4.66	\$ 1864.00 <del>1864.00</del> Ao
4	Solu Cal-Standard Grade (50 lb. bags) <u>No Substitutes</u> <u>Item # 98050</u>	20	\$ 12.92	\$ 258.40



# RFB #25CM-062 – GRASS SEED AND FERTILIZER

5	Bermuda Grass – Riveria (25 lb. bags) OR AACPS Equivalent <u>Rio Bermudagrass</u> Proposed Product	30	\$ 269.00	\$ 8070.00
6	Transitional/Annual Panterra (50 lb. bags)	750	\$ 54.00	\$ 40,500.00
7	Transitional/Annual Ryegrass (50 lb. bags) Breakout	750	\$ 52.50	\$ 39,375.00
8	46-0-0 Urea Fertilizer (50 lb. bags) Item # 098525	250	\$ 17.96	\$ 4490.00
9	0-0-50 Sulfate of Potash Fertilizer (50 lb. bags) Item # 001586	175	\$ 32.55	\$ 5696.25
10	Field Conditioner, Turface MVP (50 lb. bags) Item # BFMVP500YP	520	\$ 11.20	\$ 5824.00
11	Field Conditioner, Turface Quick (50 lb. bags) Item # BFAQD5026P	520	\$ 11.20	\$ 5824.00
12	Lebanon ProScape 20-0-5:30 Mesa w/1% Iron (50 lb. bags) No Substitutions Item # 098297	350	\$ 21.09	\$ 7381.50
13	Growmark 24-0-12.25% XCU (50 lb. bags) OR AACPS Equivalent <u>Lesco 24-0-12.25% Poly Plus</u> Proposed Product Item # 510137	350	\$ 17.99	\$ 6296.50
14	Lebanon ProScape 32-0-6.30% Mesa (50 lb. bags) No Substitutions Item # 225432Y	350	\$ 27.98	\$ 9793.00



## RFB #25CM-062 – GRASS SEED AND FERTILIZER

15	Apex 10-Humic Acid/2.5 Gallon Containers	10 Each	\$ 125.00	\$ 1250.00
TOTAL BID PRICE: ITEMS 1-15 \$ 190,222.65				

Price Bid Compiled by:

Signature: AMB

Print Name of Individual Signing Form: Allen Bohrer

Title: Agriscience Manager

Date: 9-11-21

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

### Section V: QUALIFICATIONS AFFIDAVIT

Submitted by:

Newson Seed

AACPS reserves the right to contact additional references not contained in the Affidavit. Information obtained from the references provided herein, and any additional references not listed in this Affidavit, will assist AACPS in determining bidder responsibility. If AACPS, in its sole discretion, determines that a bidder's references are inadequate, AACPS reserves the right to determine a bidder is not responsible which may be cause for rejection of the bid.

Bidder shall have at least five years of experience in providing grass seed and fertilizer, similar in scope and complexity to those described herein. AACPS may consider the experience of the bidder's key personnel toward the experience requirement.

How many years has your firm been in the business of providing similar products/services?

39 years of relevant experience

List at least three contracts/references similar to the work described herein, that your organization has completed within the last three years. (Include company names, school district or government agency, address, contact person, and phone number).

A. Date of Substantial Completion:

Project Description: Supply Landscape materials

Address: Prince William Co. Parks 14420 Bristow Rd Manassas, VA 20112

Agency or School District:

Contact Person: Joe Portell / Michael Lindly

Email: mlindly@PWCgov.org

Phone Number: 703-792-4288

Company Name: Prince William Co Parks

Open Punch List: Yes \_\_\_\_\_ No ☒

Value: \$ 180,000

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

### B. Date of Substantial Completion:

Project Description: Supply landscape materials

Address: MNCPPC 6611 Kenilworth Ave Riverdale, MD 20737

Agency or School District: MNCPPC

Contact Person: Meghan Moore

Email: Meghan.moore@mntgomeryparks.org Phone Number: 301-495-2567

Company Name: MNCPPC

Open Punch List: Yes ☐ No ☒

Value: \$ 200,000

### C. Date of Substantial Completion:

Project Description: Supply landscape materials

Address: Howard Co Public Schools 8800 Ridge Rd Ellicott City, MD 21043

Agency or School District: Howard Co Public Schools

Contact Person: Oluwakemi Adesina / Brandon Sands

Email: Brandon\_Sands@hcps.org Phone Number: 410-313-1557 / 410-313-2577

Company Name: Howard Co Public Schools

Open Punch List: Yes ☐ No ☒

Value: \$ 100,000

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

List two additional professional references not including those cited above. Provide project name, address, phone, email, and point of contact.

Project Name	Address	Phone	Email	Point of Contact
Howard Co Parks	7120 Oakland Mills Rd Columbia, MD 21046	410-313-6370	Purchasing@ howardcountymd.gov	Purchasing
Baltimore Ravens	1 Winning Drive Owings Mill, MD 21117	410-456-6677	Sean.Kauffman@ ravens.nfl.net	Sean Kauffman

What is your Dunn and Bradstreet Rating? \_\_\_\_\_

How many people does your company presently employ on a: Full-time basis? 6150 Part-time basis? \_\_\_\_\_

Has your organization performed any contract for any unit of the State of Maryland or Anne Arundel County Government over the last five years other than those listed above? (Please list names, addresses, dates, and the government employee responsible for accepting the work).

Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, termination for cause, or liquidated damages arising out of poor or non-performance? Explain. No

Has your company ever been suspended or debarred from bidding on local, school, state, or federal contracts for any reason? Explain. No



## RFB #25CM-062 – GRASS SEED AND FERTILIZER

Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Are there any tax liens against your company? Explain. **No**

Are any officers or employees of your company also employees of Anne Arundel County Public Schools? Do any officers or employees of your company have immediate family members who are employees of Anne Arundel County Public Schools? Explain. **No**

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

Dated this 11<sup>th</sup> day of September 2024

Name of Organization:

Newsom Seed

By:

Allen Bohr

(Signature)

Allen Bohr

(Print Name)

Agvition Manager

(Title)

**Section VI: BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, (print name) Allen Bohro possess the legal authority to make this Affidavit.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ☒ domestic or ☒ foreign;
- (2) Limited Liability Company — ☒ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: Newson Seed, A DBA of Site One Landscape Supply, LLC

Address: PO Box 510 Fulton, MD 20759

**C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education

## RFB #25CM-062 – GRASS SEED AND FERTILIZER

Article, Annotated Code of Maryland:

1. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. **An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant.** A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

*See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.*

2. An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
  - 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
  - 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
  - 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
  - 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
  - 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
  - 6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
  - 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

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

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

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.

By: Allen Bohrer  
(printed name of Authorized Representative and affiant)

Allen Bohrer  
(signature of Authorized Representative and affiant)

Date: 9/11/24

## **Section VII: AACPS EFT REQUEST AUTHORIZATION**

### **AACPS Accounting Office Electronic Funds Transfer (EFT) Request Authorization**

**Return to: [AccountingDept@aacps.org](mailto:AccountingDept@aacps.org)**

**The form can be found at the following link:**

**[EFT Request Authorization form](#)**



## **Section VIII: ACKNOWLEDGEMENT OF NEPOTISM POLICY**

**Acknowledgement of Nepotism Policy**

Effective Date of Change

Name (Last)	(First)	(MI)	Employee ID#	Supervisor's Name (if applicable)
Position			<input type="checkbox"/> Employee <input type="checkbox"/> Board Member <input type="checkbox"/> Contractor	Location

Please be aware of Board of Education Policy GAF and Administrative Regulation GAF-RA regarding nepotism. To comply with this policy and regulation, you must complete the following:

1. ☒ I **do not** have any of the family members defined in #2 or #3 below, or persons living in my household who are employed by Anne Arundel County Public Schools (AACPS)/Board of Education.  
(If you select this box, proceed to Signature/Date section)
2. The following **immediate family members** (spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandchild-in-law, uncle-in-law, niece-in-law, nephew-in-law, and all step relationships) are employed by AACPS/Board of Education:

Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location

3. The following **non-relatives** live in my household and are employed by AACPS/Board of Education:

Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location

I affirm that the information provided by me on this form is correct to the best of my knowledge. I understand that I am required to complete a new nepotism form should circumstances change and relationships as detailed above develop during my employment with AACPS/Board of Education. I will submit a new form within 30 days in accordance with Administrative Regulation GAF-RA.

Signature

Date

**Internal  
Use Only**

Reviewed by:

Date

Initial

☐ Contacted Employee/  
Board Member☐ Contract Lead☐ Filed



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS

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

September 10, 2024

TO: All Prospective Respondents

REF: **Anne Arundel County Public Schools (AACPS)**  
**Request for Bid #25CM-062 Grass Seed and Fertilizer**

FROM: Anne Arundel County Public Schools, Marilyn Murphy (Buyer Specialist)  
2644 Riva Road, Annapolis, MD 21401, [mmmurphy1@aacps.org](mailto:mmmurphy1@aacps.org)

**ADDENDUM No. 2**

Please be advised of the following question and answer supplied regarding the Subject Solicitation:

1. Question: Riviera Bermudagrass is no longer produced. The variety which has taken its place is Rio Bermudagrass. Will you accept this on the bid?

Answer:

**Yes, the Rio Bermudagrass is an acceptable substitute for Riviera Bermudagrass.**

These are the only updates contemplated by this Addendum No. 2. All other Specifications, Terms, and Conditions shall remain as originally stated. **TO BE CONSIDERED RESPONSIVE, THE COMPLETE ADDENDUM MUST BE RETURNED WITH THE BID SUBMISSION.**