

STANDARD TERMS AND CONDITIONS:

1. For prompt payment, this FCPS purchase order must be covered by an invoice showing the FCPS purchase order number and bid/quote number (if applicable) with all items listed in the same sequence as they appear on the purchase order, and any other special provisions requested. ITEMIZED INVOICE BY LINE ITEM ONLY.
2. Payments will be made by FCPS check, single use credit account or corporate purchasing card. Bidders are prohibited from charging additional cost or fees from their bid price to process such orders.
3. All delivery tickets, packing slips, and packages must bear the FCPS purchase order number.
4. The conditions of this purchase order are not subject to modification by any verbal understanding.
5. If unit price(s) are indicated on the purchase order, material must not be billed at a rate exceeding 15% of the price, including shipping, without written authorization from the Purchasing Manager or designee. (This applies to non-contracted purchases only, contracted items shall be billed at the agreed-to-price.)
6. During the life of the contract (if applicable), the Contractor shall maintain Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis as prescribed in solicitation documents, to cover any claim presented by FCPS.
7. During the life of the contract (if applicable), the Contractor shall maintain Comprehensive Automobile Liability Insurance, including all automotive equipment owned, non-owned and hired, operated, rented, or leased equipment. Minimum limits of Automobile Liability Insurance, as prescribed in the solicitation documents, to cover any claim presented by FCPS.
8. During the life of the contract (if applicable), the Contractor shall maintain Cyber Liability Insurance to be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor, per occurrence and aggregate, as prescribed in the solicitation document, to cover any claim presented by FCPS.
9. Acceptance of this order means accepting all terms, prices, delivery, instructions, specifications, and conditions indicated on the order. The vendor shall contact the person making the request immediately upon receipt of the order to communicate any required change. A written change order would then be issued in advance indicating that the change is authorized.
10. ALL DELIVERIES to be FOB DESTINATION. All items must be received in acceptable condition, or may be refused upon delivery.
11. Material Safety Data Sheets are to be supplied by the vendor with every shipment of items identified as hazardous and/or toxic substances, as defined by federal law.
12. Maryland sales tax exempt identification number is: #30001185. Federal excise tax-exempt identification number is: #52-73-0441K

13. Questions about the purchase order should first be addressed to the requestor whose telephone number appears on the front of the order. Contact the FCPS Purchasing Department if further assistance is needed by telephone at 301-644-5206 or orders@fcps.org.

14. Under no circumstances may any vendor/contractor/provider or consultant release, disclose, sell or otherwise use Frederick County Public Schools' student names, addresses, or any other information related to students or staff of Frederick County Public Schools and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

15. In accordance with Maryland Law MD. Code, Educ. 6-113.2 (HB 486), employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: Maryland State Department of Education Website; House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct, or visit www.marylandpublicschools.org for additional information.

Effective immediately, we will not fingerprint staff provided to FCPS by contractors or staffing agencies. Based on recent procedural review and guidance received from the state of Maryland, it is confirmed that the fingerprint records from the state's Criminal Justice Information System (CJIS) are to be processed and kept by employers only. This means that the contractors providing staff to FCPS are responsible to perform the CJIS fingerprint check since they are the employers of staff being provided to FCPS under various agreements. The fingerprint check required by FCPS and all Maryland school districts is the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

16. All vendors, contractors and subcontractors shall comply with all FCPS regulations, policies, and procedures, as well as comply with all articles of the Maryland State Code.

17. Visit www.fcps.org to view a list of all applicable Terms and Conditions.