



Purchasing Office
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-6600, fax (410) 313-6789

December 17, 2018

To All Interested Leasing Firms:

The Howard County Public School System (HCPSS) invites your proposals, Request for Proposal No. 041.19.B1, to provide a five (5) or eight (8) year, tax exempt, lease/commercial loan financing for the purpose of procuring technology devices which include browser based student devices, browser/operating system based staff devices, and audio visual (AV) devices – projectors and document cameras school system wide as specified in the attached Request for Proposal. Proposals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, until 3:00 pm on January 8, 2019.

Late proposals will not be considered. It is the responsibility of each Offeror to ensure that its proposal is delivered to the proper place prior to the scheduled closing date and time.

Bid Documents may be obtained online, on or after **Monday, December 17, 2018** at the Howard County Public Schools, Purchasing Office website, <https://purchasing.hcpss.org/business-opportunities>. Copies of the Request for Proposal (RFP) may be requested by contacting the Purchasing Office at the address above or by calling (410) 313-6722. Organizations obtaining the RFP from the website are encouraged to review the website frequently to learn of any updates or addenda that may be issued.

The Howard County Public School System reserves the right to reject in whole or in part any or all proposals.

Sincerely,

A handwritten signature in black ink that reads "D Pindell".

Douglas Pindell
Director of Purchasing

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

REQUEST FOR PROPOSALS

FOR

LEASE/COMMERCIAL LOAN FINANCING

STRATEGIC TECHNOLOGY PLAN

RFP No. 041.19.B1

December 17, 2018

The Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042

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SPECIAL PROVISIONS

1.0 SCOPE OF CONTRACT

The Howard County Public School System, Lessee, (HCPSS) is soliciting proposals from qualified providers to obtain a five (5) or eight (8) year, tax exempt, lease/commercial loan financing for the purpose of procuring technology devices which include browser based student devices, browser/operating system based staff devices, and audio visual (AV) devices – projectors and document cameras in accordance with this Request for Proposal (RFP) and General Provisions provided in Attachment A.

2.0 APPLICATION

HCPSS is requesting proposals from qualified firms to offer competitive lease/commercial loan financing plans for the purchase of student and staff technology devices.

3.0 PROVIDER INFORMATION

The information of this section is advisory and serves as a preface to other sections of this RFP. HCPSS reserves the right to accept or reject any or all proposals, waive irregularities and technicalities, request resubmissions, and enter into negotiations with offerors as warranted. There is no obligation on the part of HCPSS to award the contract to the firm proposing the lowest interest rate. HCPSS reserves the right to award the contract to the firm whose proposal is most advantageous to and in the best interest of HCPSS. HCPSS shall be the sole judge of which proposal is in its best interest.

4.0 CONTRACT PERIOD

A contract is anticipated to be executed in January 2019. Implementation will begin once the contract is executed. The lease agreement shall begin upon the execution of an agreement soon after award.

5.0 BACKGROUND

HCPSS currently has 56,800 students in 77 schools and is located between the metropolitan areas of Baltimore, Maryland and Washington, DC. While it is a suburban system in many respects, parts of it are becoming more urbanized with an influx of students and families from the two major metropolitan areas, many of them coming because of the outstanding reputation of the school system. The Howard County Public School System is sixth in size of the 24 school systems in the State of Maryland. Approximately 8,435 employees serve the needs of the students and parents of the system. The HCPSS has maintained its place as one of the top systems in the United States.

The County itself has a population of 321,113 (2017 Census Bureau data) with the primary residential center being the planned city of Columbia. The County is home to a highly educated and socio-economically well-to-do population, although there are some areas of poverty in the county. The County is becoming increasingly diverse, with a particularly high growth rate of non-native English speakers. Two-thirds of residents work outside the county (approximately one-third in Washington DC, another one-third in Baltimore), and the remaining one-third in the county or its immediate vicinity.

School systems in the state of Maryland are financially dependent, and over the years the school system has enjoyed a positive and productive relationship with the county government, which provides approximately 70 percent of the school system's current operating budget. Community expectations for the school system are very high, and there is a very high degree of community participation in education-related activities both at the school and the school system level.

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Fiscal 2019 Operating Budget. This website may be accessed at www.hcpss.org.

6.0 SUBMISSION OF PROPOSAL

One (1) original, four (4) copies, and one (1) electronic copy (flash drive) are due at the Purchasing Office, Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, **prior to the specified time and date as listed on the Notice.**

It is the Offeror’s responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the HCPSS's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Each original, set of the four (4) copies, and one (1) electronic copy (flash drive) of the proposal shall consist of:

- A. Cover sheet, any technical information (see item #17), and qualifications, as applicable.
- B. Financial (Price Proposal Form) Offer and Signature Sheet

By executing the Signature Sheet, Offeror acknowledges that the Offeror has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person. All proposals must be received by the receptionist at the following location prior to the date and time specified: Purchasing Office, Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042. The names of the Offerors submitting proposals shall be available after the proposal closing time and date.

7.0 LATE PROPOSALS

Proposals received in the Purchasing Office after the date and time prescribed shall not be considered for contract award.

8.0 PERIOD THAT PROPOSALS REMAIN VALID

Each Offeror agrees that proposals shall remain firm for a period of sixty (60) calendar days after the date specified for receipt of proposals.

9.0 PRICES AND ALTERATIONS

Proposal prices and annual payments must be typed or written in ink. Any price/interest rate or payment changes must be initialed or the item will be disqualified, and the proposal rejected. Payment options are to be provided in both annual and semi-annual payment amounts.

10.0 QUESTIONS AND INQUIRES

The person to contact concerning matters pertaining to this Request for Proposal is:

Douglas Pindell, Director of Purchasing
 Purchasing Office
 Howard County Public School System
 10910 Clarksville Pike
 Ellicott City, MD 21042
 Phone: (410) 313-6722
 Fax: (410) 313-6789
 Email: douglas_pindell@hcpss.org

11.0 BASIS FOR AWARD

11.1 The Howard County Public School System reserves the right to award the contract in the aggregate, by schedule in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system.

11.2 A Selection Evaluation Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the technical proposal, and the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated offerors shall then be reviewed.

11.3 PROPOSAL EVALUATION CRITERIA

The following factors shall be considered in the award of this contract:

Evaluation Criteria:

Technical Qualifications:	Relevant expertise and experience
Local Presence:	Presence in Howard County, Maryland
Price:	Cost shall be the primary factor in the selection.

The Purchasing Office may negotiate any changes desired in the offer if deemed in the best interest of HCPSS. Offers with no early or prepayment penalties will be given greater consideration. If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on.

The Director of Purchasing may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining clarifying or supplemental information.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Director of Purchasing, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal shall be classified as "acceptable". Proposals found not to be acceptable shall be classified, as "unacceptable" and no further discussion concerning same shall be conducted.

11.4 RESPONDENT IDENTIFYING INFORMATION

Each Offeror must provide the following identifying information in their cover letter response:

- a. name and address of business entity submitting the submittal;
- b. all principals;
- c. type of business entity (i.e., corporation, partnership);
- d. state of incorporation or organization and principal place of business;
- e. name and location of major offices or other facilities that relate to Offeror's performance under this RFP;
- f. name, address, business and mobile telephone number, and fax number of Offeror's principal contact person regarding the Contract;
- g. Offeror's Federal Employer Identification Number; and
- h. Statement regarding the Agency's ability to comply with the requirements outlined in the Exhibits and other requirements listed in this RFP
- i. Statement of financial stability of Offeror, including the ability of respondent to perform the requisite services and additional services included in its response. The most recent audited financial statement of the respondent's organization may be requested by HCPSS and to be provided with 48 hours of the request.

11.5 LOCAL BUSINESS INITIATIVE

Local businesses in Howard County are a pivotal driver in our local economy. Whenever possible, the Howard County Public School System (HCPSS) procurement dollars should be spent to support the local businesses that serve as a strong pillar in our economy that have a local presence. HCPSS procurement practice regarding non-capital projects currently state that if there is a tie bid and quality and service are equal, the award goes to the local bidder.

HCPSS is committed to creating a competitive and balanced economic environment within the County by ensuring community growth through a Local Business Initiative. The goal of the Local Business

Initiative is to promote the growth and success of local businesses and to increase the percentage of HCPSS procurement dollars flowing to local businesses.

For purposes of the Local Business Initiative, a local business is defined as a firm that maintains a principal place of business in Howard County.

12.0 PURCHASE ORDER

A purchase order will be issued annually for the yearly payment. The purchase order indicates that sufficient funds have been obligated.

The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

13.0 INDEMNIFICATION

To the fullest extent permitted by law, Firm agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Howard County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Firm under this Contract.

14.0 DESCRIPTION OF PROJECT

HCPSS intends to purchase under established HCPSS and State contracts various technology devices. The devices have been established under the HCPSS Strategic Technology Plan to provide equitable instructional opportunities with standard classroom technology infrastructure packages throughout the school system. The technology devices include but are not limited to browser based student devices, browser/operating system based staff devices, and audio visual (AV) devices – projectors and document cameras.

15.0 ESCROW FUNDING

Funding source will establish an escrow account for the transactions on or about March 2019. The fund will be used to pay suppliers/contractors and any escrow expenses.

16.0 LEGAL TITLE

Title to the technology devices will be in the name of Lessee.

17.0 TYPE OF FINANCING

Master Lease Agreement with a series of schedules attached thereto. The agreement will be based on the annual appropriation of funds during each year of the lease term. The obligation of the Lessee to make Lease Payments and any other payment obligations due under this Agreement after June 30th of the fiscal year is subject to the availability of appropriations for this purpose by the Board of Education of Howard County. Lessee's obligations to make payments during subsequent fiscal years are dependent upon the same action.

ATTACHMENT A

GENERAL PROVISIONS

I. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as “HCPSS”) shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

II. ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Special Provisions
- Terms and Conditions
- General Provisions for Professional Services

III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Firm agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

IV. PUBLIC INFORMATION ACT NOTICE

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

In the event HCPSS receives a public information request for records related to this RFP, the school system may contact respondents if it believes a portion of this submittal could be considered confidential under the Maryland Public Information Act or other applicable state and federal law. Once contacted, respondents will be asked to submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Final decisions for releasability are the responsibility of HCPSS based on available information at the time of receipt of the public information request.

Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.

V. INITIATION OF WORK

The Firm shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Firm shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Firm’s activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Firm shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Firm under this agreement or the activities conducted or required to be conducted by the Firm under this agreement, including its subcontractors, agents, or employees.

VII. INSURANCE

The Service Provider shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified below or required by law, whichever is greater.

A. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- v. Liability arising from injury to patients when caused by other than medical malpractice.

B. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only); and
- ii. Automobile contractual liability.

C. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

If the Service Provider is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

D. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- (\$ 2,000,000) per occurrence;
- (\$ 2,000,000) aggregate for other than products/completed operations and auto liability; and
- (\$ 2,000,000) products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

E. The Board of Education of Howard County and the Board's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Service Provider.

VIII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Firm, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS, and neither this agreement or the services to be performed there under shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

IX. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at its discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Firm or in the contract cost thereof.

If such changes cause an increase or decrease in the Firm's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Firm for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Firm of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Firm shall be furnished without prior written authorization of HCPSS.

X. DELAYS AND EXTENSIONS OF TIME

The Firm shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Firm for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Firm.

LEASE/COMMERCIAL LOAN FINANCING

STRATEGIC TECHNOLOGY PLAN

RFP No. 041.19.B1

PRICE PROPOSAL FORM

Date: _____

Douglas Pindell, Director of Purchasing
 Howard County Public School System
 Purchasing Office
 10910 Clarksville Pike
 Ellicott City, MD 21042

Proposer/Offeror: _____

Contact Name & Title: _____

Address: _____

Telephone: _____ Cellular Phone: _____ Fax: _____

Email: _____ Web Address: _____

Proposal: Provide a five (5) or eight (8) year, tax exempt, lease/commercial loan financing for the purpose of procuring technology devices which include browser based student devices, browser/operating system based staff devices, and audio visual (AV) devices – projectors and document cameras. Pricing shall be inclusive of all closing costs and any other fees associated with this financing.

Purchase and Implementation:	<u>See DESCRIPTION OF PROJECT section</u>
Estimated Cost:	<u>\$8.0 M or \$10.0 M – see schedules below</u>
Closing Date:	<u>Anticipated February 1, 2019</u>
First Payment due date:	<u>Anticipated April 1, 2019</u>
Term:	<u>5 or 8 Years</u>

Schedule A based on \$8.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
TOTALS					

Schedule B based on \$10.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
TOTALS					

Schedule C based on \$8.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
Payment 6					
Payment 7					
Payment 8					
TOTALS					

Schedule D based on \$10.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
Payment 6					
Payment 7					
Payment 8					
TOTALS					

Schedule E based on \$8.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Semi-annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
Payment 6					
Payment 7					
Payment 8					
Payment 9					
Payment 10					
TOTALS					

Schedule F based on \$10.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Semi-annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
Payment 6					
Payment 7					
Payment 8					
Payment 9					
Payment 10					
TOTALS					

Schedule G based on \$8.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Semi-annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
Payment 6					
Payment 7					
Payment 8					
Payment 9					
Payment 10					
Payment 11					
Payment 12					
Payment 13					
Payment 14					
Payment 15					
Payment 16					
TOTALS					

Schedule H based on \$10.0 Million

Payment Schedule	Interest Rate %	Total Principal	Total Interest	Other Charges	Semi-annual Payment
Payment 1					
Payment 2					
Payment 3					
Payment 4					
Payment 5					
Payment 6					
Payment 7					
Payment 8					
Payment 9					
Payment 10					
Payment 11					
Payment 12					
Payment 13					
Payment 14					
Payment 15					
Payment 16					
TOTALS					

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same services and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Director of Purchasing.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I hereby certify that I am authorized to sign for the bidder.

B. Bidder's Disqualification - Bribery

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. I further affirm that:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18

U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. Debarment, I further affirm that:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

E. Certification Regarding Minority Business Enterprises

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a Contractor may not identify a certified minority business enterprise in a bid or proposal and:

- a. Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- b. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- c. Fail to use the certified minority business enterprise in the performance of the contract; or
- d. Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the Board to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

F. Certification of Corporation Registration and Tax Payment, I further affirm that:

a. The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: Address: ____ (If not applicable, so state).

b. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

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.

Submitted by:

(company name)

(street address)

(city, state and zip)

(telephone number)

(person authorized to sign bids)

(title of authorized representative)

(signature of authorized representative)

(date)

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Scaled Bid For: Lease/Commercial Loan Financing – Strategic Technology Plan

Bid Number: 041.19.B1

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to The Howard County Public School System. Our objections are: _____

- _____ 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 7. Other: _____
