



Office of Purchasing  
10910 Clarksville Pike Ellicott City, Maryland 21042-6198  
(410) 313-6724, fax (410) 313-6789

LAMINATING FILM  
BID #047.20.B2

INVITATION TO BID

To All Interested Bidders:

Re: NOTICE TO BIDDERS  
Bid #049.19.B2, Laminating Film

The Howard County Public School System requests your bid for Laminating Film.

Bid documents may be obtained on February 25, 2020 at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042 or online at <http://purchasing.hcpss.org/business-opportunities>.

The Purchasing Office contact for this bid is Ms. CeCe Clement, [cclement@hcpss.org](mailto:cclement@hcpss.org), (410) 313-6724.

Bids shall be submitted, sealed in an envelope, clearly marked with "BID" and the bid's name and number, to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **10:00 a.m. on Tuesday, March 10, 2020**. Late bids will not be accepted. It is the bidder's responsibility to insure that bids are delivered to the Purchasing Office prior to the scheduled opening time.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

*CeCe Clement*

CeCe Clement, CPPO, CPPB  
Purchasing Manager

**February 25, 2020**

**Issue Date**

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

**SEALED BID FOR:** Laminating Film

**BID NUMBER:** 047.20.B2

**PRE-BID DATE:** N/A

**PRE-BID TIME:** N/A

**PRE-BID LOCATION:** N/A

**BID OPENING DATE:** March 10, 2020

**BID OPENING TIME:** 10:00 AM

**BUYER:** CeCe Clement, phone: 410-313-6724, fax: 410-313-6789

email: [ccllement@hcpss.org](mailto:ccllement@hcpss.org)

**SPECIAL NOTICE**

<b>Bid Bond Due:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>Supply Bond Due:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>Performance Bond Due</b> (for projects over \$25,000):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>Payment Bond Due</b> (for projects over \$25,000):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>Samples Required:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
<b>Material Safety Data Sheets:</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

**Company  
Name:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

INSTRUCTION TO BIDDERS

A. Bid Preparation

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be provided to each prospective bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) sealed and enclosed in the envelope provided; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or telegraphic bids will not be accepted. It is the bidder's responsibility to ensure that his bid is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to reach all prospective bidders for the time and date scheduled for the return of the bid.

B. Due Date and Time

Bid responses must be submitted to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, no later than the **time and date specified on the bid cover sheet**. Bids will be publicly opened.

C. Withdrawal of Bids

1. Bids may be withdrawn by written, facsimile, or telegraphed notice if given prior to the time and date specified for the return of bid. Telephone calls for these purposes are not acceptable.

2. No bid shall be withdrawn after the scheduled closing time for opening bids.

D. Errors in Bids

1. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors of omission on the part of the bidders.

E. Taxes

The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes. Exemption certificates will be cited or provided upon request (if applicable).

F. Trade Discounts

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

G. Time Discounts

Prompt payment discounts are solicited and will be treated as follows:

1. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
2. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
3. In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

H. Multiple Prices

Regardless of the availability of several items that perform the same function as the item(s) described in the solicitation, the bidder must decide which item to offer and submit one price only.

I. Brand Name or Equal

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on models or brands or products of manufacturers other than

those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the bidder to provide the foregoing with the bid or prior to the time and date set forth for return of the bid.

2. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified.
3. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

J. Bid Acceptance

Unless otherwise stated by the bidder in his bid, prices offered will be considered to allow sixty (60) days for acceptance.

K. Bidder's Qualifications

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

L. Signature to Bid

The section titled "BID SIGNATURE SHEET" shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts.

M. Contract Award

1. Contract award will be made by the Board of Education to the lowest responsible bidder who conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors.
2. In the event of tie bids where all factors are equal, award shall be made to the Howard County bidder, the out of county bidder but incorporated in Maryland, and the bidder not incorporated in the state of Maryland, in that order of preference. If bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

3. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

N. Opening Procedures

1. Sealed bids will be opened at the Department of Education at the designated time and place. The Purchasing Officer for The Howard County Public School System shall designate the time and place on the bid forms for the opening of bids, and shall open the sealed bids and publicly read them aloud.
2. During the period of evaluation, no bidder shall contact any member or employee of The Howard County Public School System concerning award. Such action may result in the bidder's offer being removed from evaluation and rendered nonresponsive.

O. Samples

1. When requested, samples shall be delivered to the Howard County Department of Education prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of bidder, date of bid opening, bid number, and item number. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery of samples shall be to: The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042.
2. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
3. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.

P. Ethics Regulations

The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6722.

## SECTION 2. TERMS AND CONDITIONS

### 1. USE AND OWNERSHIP

- a. All documents, materials, or data developed as a result of this Contract are Howard County Public Schools (HCPSS) property. HCPSS has the right to use and reproduce any documents, materials, and data, used in or developed as a result of this contract. HCPSS may use this information for its own purposes. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by HCPSS.

### 2. AUTHORIZED ORDERS

- a. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract(s) resulting from this solicitation without a purchase order.

### 3. VENDOR CONTRACT ADMINISTRATION

- a. Bidders shall designate internal and external contract administrators to administer the contract. Bidders are to list the names and telephone numbers in the appropriate space on the Bid Price Sheet for these individuals.

### 4. PATENTS/COPYRIGHTS

- a. Contractor guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent or copyrights. Contractor will at his/her own expense, indemnify, protect and save harmless the College, its trustees, agents, employees and students from any claim, action, cost of judgment or liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract or arising out of the purchase or use of goods for which the Contractor is not the patentee, assignee, licensee or owner.

### 5. NON-COLLUSION

- a. By signing and submitting a Bid/proposal under this solicitation, the Offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

### 6. SECURITY

- a. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
- b. Identification of security, privacy, legal, and other organizational requirements for recovery of school system institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
- c. Assessment of the contractor's security and privacy controls.
- d. Including HCPSS's security and privacy requirements in the agreement
- e. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.

- f. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- g. Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- h. Report any confirmed or suspected breach of HCPSS data to HCPSS within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of HCPSS data shall be reported to HCPSS within 12 hours of discovery or detection.
- i. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- j. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- k. On an annual basis, Contractor shall provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.
- l. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the



controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

#### 7. TAXES

- a. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
- b. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

#### 8. TRADE DISCOUNTS

- a. All prices offered must be the lowest net price after trade discounts have been applied. Bids offering a percentage off list prices will not be accepted unless: otherwise specified.

#### 9. TIME DISCOUNTS

- a. Prompt payment discounts are solicited and will be treated as follows:
- b. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
- c. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
- d. In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

#### 10. SPECIFICATIONS AND SCOPE OF WORK

- a. The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award, then the bidder's silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

#### 11. BRAND NAME OR EQUAL

- a. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered

without further reference. It is the responsibility of the bidder to provide the foregoing with the bid or prior to the time and date set forth for return of the bid.

- b. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified.
- c. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

## 12. PROPOSED SUBSTITUTIONS

- a. Bidders offering items other than those specified must state the product name and manufacturer and, as well, submit detailed technical specifications for each item. All data submitted must contain sufficient information to facilitate equating the offer.
- b. Bidders bidding on a substitute MUST submit product literature prior to or with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Bids received for items without the required literature will not be considered responsive.
- c. Failure to submit the above required information may result in rejection of the item.
- d. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal and further reserve the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

## 13. BID ACCEPTANCE

- a. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.
- b. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

## 14. SAMPLES

- a. When requested, samples shall be provided at no cost to the Howard County Department of Education Purchasing Department no later than the scheduled bid opening date and time. All sample packages shall be marked "Sample" with a label that indicates the full Bid Title, Bid Number, Opening date and time, Name and Address of Bidder, and item number. All samples must be properly tagged or labeled and clearly identified. Samples are not required when none are requested.

- b. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery of samples shall be to: The Howard County Public School System, Attn: Purchasing, 10910 Clarksville Pike, Ellicott City, Maryland 21042.
- c. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
- d. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
- e. Samples from the successful Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

#### 15. CONDITIONAL BIDS

- a. No proposal shall be considered which contains items such as, but not limited to an escalator clause, minimum delivery amounts other than that indicated, packaging or delivery charges, or any add-on or irregular figures. The prices offered shall be the final cost to The Howard County Public School System.

#### 16. PRICE

- a. Prices bid are to include all freight, delivery and fuel surcharges to The Howard County Public School System.

#### 17. CONTRACT

- a. By submitting a response to this solicitation, the bidder affirms acceptance of all terms and conditions of this document and accepts that all parts of this solicitation will become the contract, including the general provisions, any addenda, amendments, modifications, or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this invitation to bid.

#### 18. FUNDING

- a. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

#### 19. REFERENCES

- a. The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

## 20. MATERIAL SAFETY DATA SHEETS

- a. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System  
Safety, Environment & Risk Management  
10910 Clarksville Pike  
Ellicott City, MD 21042

- b. MSDS must show the contract number under which the products were supplied or used.

## 21. HAZARDOUS AND TOXIC SUBSTANCES

- a. Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide HCPSS with a "Material Safety Data Sheet" or, in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

## 22. INSURANCE

- a. See ATTACHMENT A, INSURANCE REQUIREMENTS. (N/A)

## 23. ASSIGNMENTS

- a. The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the Contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

## 24. LABELING

- a. Purchase order number, description of material, and quantities must be identified on all tickets for items delivered.

## 25. DAMAGE

- a. Successful Bidders will be held responsible for, and be required to make good at their own expense, any and all damage done or caused by the Bidder or by its employees while executing the contract.

## 26. CARE OF PREMISES:

- a. Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the Contract, the Contractor shall take the necessary precautions to protect all areas upon which, or adjacent to which, work is performed as a part of this Contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired

to HCPSS' satisfaction at the Contractor's expense. If the Contractor fails or refuses to make such repair or replacement, HCPSS will determine a cost and the Contractor shall be liable for the cost thereof, which may be charged or deducted from the Contractor price.

#### 27. PROCUREMENT CARD

- a. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

#### 28. BILLING AND PAYMENT

- a. The invoice must contain the following information:
  - i. the name of the school
  - ii. the quantity
  - iii. the name of the article & bid item number
  - iv. the bid price in extension thereof each item
  - v. the total cost
  - vi. the date of delivery

#### 29. PERFORMANCE REQUIREMENT

- a. The descriptions and standards identified for each item are minimally acceptable performance criteria as determined by the Board of Education. The Board of Education shall be the sole determinant as to whether products meet or exceed criteria. The owner's personnel shall have the right to reject any items which, in their opinion, do not conform to standards. Rejection may be at time of, or after, delivery. The contractor shall be required to remove rejected items within 72 hours of notification.

#### 30. TERMINATION DUE TO FUNDING

- a. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

#### 31. TERMINATION FOR DEFAULT

- a. When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. 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 costs incurred by the contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract, The Howard County Public School System procure services from other sources. The contractor found in default will be held responsible for all costs incurred.

#### 32. CANCELLATION DUE TO PERFORMANCE

- a. Howard County Public Schools (HCPSS) reserves the right to cancel any contract, if, in its opinion, the Contractor's performance is unsatisfactory, or fails to adequately perform the stipulations of the bid, or of said contract and the

general/special conditions and specification which are attached and made part of this proposal, or in any case of any attempt to willfully impose upon HCPSS any unacceptable quality. If at any time during the term of the contract, performance is deemed to be unsatisfactory, HCPSS shall so notify the contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If corrections are not made within the specified period, HCPSS may terminate the contract. Any action taken by HCPSS under this section shall not affect or impair any rights or claim of HCPSS to damages for the breach of any covenants of the contract by the contractor. Should the Contractor fail to comply with the conditions of this contract or fail to provide adequate services, HCPSS reserves the right to cancel the contract without incurring further liabilities on the part of HCPSS.

### 33. TERMINATION FOR CONVENIENCE

- a. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the contractor. The Howard County Public School System 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 termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

### 34. MULTI-AGENCY PARTICIPATION

- a. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- b. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

### 35. MINORITY BUSINESS ENTERPRISE PARTICIPATION

- a. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined

by the procedures established for State of Maryland funded public school construction projects.

- b. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or Offeror agrees to make a good faith effort to achieve the established goals when applicable.

#### 36. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

- a. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
- b. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

#### 37. CRIMINAL HISTORY BACKGROUND CHECKS

- a. All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

#### 38. CHILD SEX OFFENDER NOTIFICATION

- a. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- b. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article.

An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

- c. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
- d. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
- e. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

#### 39. BUILDING/SITE OCCUPANCY

- a. Under no circumstances shall any driveway, access road or walkway be blocked by the contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

#### 40. OCCUPIED BUILDINGS – SIGN IN PROCEDURES

- a. Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

#### 41. IDENTIFICATION

- a. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
- b. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
- c. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.



Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

#### 42. CANCELLATION OF BID

- a. Howard County Public Schools reserves the right to cancel this bid solicitation or to reject any or all bids in whole or in part at the sole discretion of the Purchasing representative determines that it is in the best interest of HCPSS to cancel the bid.

#### 43. CONTRACT CHANGES

- a. After the award of the contract, questions regarding deviations from the specifications or terms and conditions shall be directed to the Buyer. If a need is found for an item through the development of new menus, new items, or through the inadvertent omission of an item normally included in a bid of this type, the Buyer shall have the right to negotiate with the Contractor for a price consistent with the current market price of the item.

#### 44. DELIVERY

- a. Dock delivery shall be made to the following locations between the hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 3: p.m., Monday through Friday, except holidays. Delivery time will be as specified on the purchase order. Forty-eight-hour notice prior to delivery is required.

Howard County Department of Education Warehouse  
Attn: Kenneth Porter  
9645 Gerwig Lane  
Columbia, MD 21046

Anne Arundel County Public Schools Warehouse  
Attn: Brian Dorsey  
8307 Grove Road  
Millersville, MD 21118

- b. All products delivered under this contract shall be packed in accordance with accepted trade practices and no charge may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid.
- c. Upon delivery, personnel may reject any items that, in their opinion, are damaged. Rejection may be at the time of, or after, delivery. Items rejected are to be returned and reshipped at no cost to The Howard County Public School System. HCPSS will attempt to inspect deliveries as promptly as possible, but failure to inspect and accept or reject shall not impose a liability on HCPSS for such items that are damaged or not in accordance with the specifications.
- d. Prices are to include all freight and inside delivery charges.**
- e. The Howard County Public School System reserves the right to order awarded items as needed throughout the contract year at no additional charge to the school system.

- f. Orders are to be delivered in full within 30 days from receipt of order unless stated otherwise on the purchase order.
- g. The Howard County Public School System will not sign for or assume responsibility of deliveries until they have been properly unloaded by the Contractor's delivery personnel at the School/Office location.

#### 45. WARRANTY

- a. Product shall carry the standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications or as otherwise indicated in the solicitation documents,
- b. The vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by HCPSS and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Said bidder shall be responsible for handling all warranty issues directly with the manufacturer and agrees to any repairs, labor, replacements, or necessary adjustments because of such defects to be made promptly by him/her and without cost to and the satisfaction of HCPSS.

#### 46. INDEMNIFICATION

- a. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

#### 47. RESOLUTION OF DISPUTES

- a. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions of Bid Proposal, Terms and Conditions, and Technical Specifications.
- b. After bid opening and bid review, but prior to bid award, if a Bidder's entire bid is declared to be nonresponsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
- c. Protests shall be filed in writing to the Purchasing Office within two days after notification.

- d. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
- e. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn: CeCe Clement, Purchasing Manager, labeled "Protest". The written protest shall include as a minimum the following:
  - i. Name and address of the protester
  - ii. Appropriate identification of the bid
  - iii. Supporting exhibits, evidence, and/or documents to substantiate any claims.
  - iv. Suggested remedy(ies).

#### 48. ETHICS REGULATIONS

- a. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

#### 49. BEHAVIOR OF CONTRACTOR EMPLOYEES

- a. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

LAMINATING FILM  
 Bid #047.20.B2  
 SPECIFICATION PRICE SHEET

Item	Qty.	Unit	Description	Unit Cost	Total Cost
1.	2800	RI	Laminating Film, gloss finish, 1.5 mil, 1" core, 25" x 500' (78500002) (A3002)	\$ _____	\$ _____
			Mfr. & No. (1800 - HOWARD; 1000 - AACPS)		
2.	50	RI	Laminating Film, gloss finish, 1.5 mil, 2-1/4" core, 25" x 500' (78500003)	\$ _____	\$ _____
			Mfr. & No. (50 - HCPSS)		

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID 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 supplies, materials, or equipment 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 Purchasing Officer.
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. Vendor/Contractor Disqualification - Bribery

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

Bid #47.20.B2, Laminating Film

**BID SIGNATURE SHEET**

**TOTAL BID:**        \$ \_\_\_\_\_

**PAYMENT TERMS:** \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Telephone No.                      Fax No.                      Email Address

\_\_\_\_\_  
Name & Title of Person Authorized to Sign Bids

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Contact for Inside Administration:

\_\_\_\_\_  
Name                      Telephone No.                      Fax No.                      Email Address

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned hereby acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_      Date \_\_\_\_\_

Addendum No. \_\_\_\_\_      Date \_\_\_\_\_

Addendum No. \_\_\_\_\_      Date \_\_\_\_\_