

**Bid No. 039.20.B5**

**TECHNOLOGY EDUCATION SUPPLIES & EQUIPMENT**

**Solicitation Schedule**

Date	Event
Issue Date	February 6, 2020
Bid Due Date	February 21, 2020, 2:00 p.m.

### **Introduction and Background**

The Howard County Public School System (HCPSS) has issued this Request for Proposals (RFP) to solicit submittals from qualified firms to provide the Department of Information Technology with Dell Server Parts and Repair Services.

Howard County, Maryland is a suburban community of over 317,233 situated midway along the Baltimore-Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 50 years ago by The Rouse Company. A great community deserves great schools, and HCPSS is a recognized source of local pride. HCPSS is a school system of 77 schools, elementary, middle, high, and special schools. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school. Respondents to this solicitation are encouraged to review additional information about the school system at <http://www.hcpss.org/about-us/>.

Human Resources - HCPSS employs approximately 8,000 full- and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

Respondents to this solicitation are encouraged to review the data contained in HCPSS's website for a better understanding of HCPSS, its organization and management, and the services it provides. The website is <http://www.hcpss.org>.

## SECTION I

### SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of proposals in response to this solicitation.

Ted Ludicke  
Purchasing Office  
Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Phone: (410) 313-5644  
Fax: (410) 313-6789  
Email: [Ted\\_Ludicke@hcpss.org](mailto:Ted_Ludicke@hcpss.org)  
<http://www.hcpss.org/about-us/purchasing/>

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be submitted in writing via email to [ted\\_ludicke@hcpss.org](mailto:ted_ludicke@hcpss.org). Inquiries will receive a written reply via addendum. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference not will be held in conjunction with this RFP.
4. Bid Submittal Process.
  - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
  - 4.2. Bids are to be submitted electronically in PDF format or as indicated, on a USB Flash Drive with the RFP name and number identified clearly on the sealed packet or envelope. 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.
  - 4.3. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.
8. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a

Contract. The decision of HCPSS shall be administratively final in this regard.

11. Bid Response Materials. All written materials submitted in response to this BID become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
12. Duration of Offers. Bids shall remain irrevocable for 120 days following the closing date of the Bid due date. This period may be extended by mutual agreement between the Bidder and HCPSS.
13. Incurred Expenses. HCPSS is not responsible for any expenses that Bidders may incur in preparing and submitting Bids or in making oral presentations of their Bids, if required.
14. Confidentiality. Bidders should give specific attention to the identification of those portions of the Bid that the Bidder deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Bidders are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Bidder's position regarding its Bid. A blanket statement by a Bidder that its entire Bid is confidential or proprietary will not be considered.
15. Multiple Bids. Contractors may not submit more than one Bid.
16. Alternate Solution Bids. Contractors may not submit an alternate to the Solution in this BID.
17. Forms. This solicitation is designed for the Bidder to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Bidder's Bid. The Bidder may adjust forms and insert space as needed for responses; however, the Bidder shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Bidder will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
18. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
19. Addenda Acknowledgment. Bidders shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Bid. It is the Bidder's sole responsibility to monitor the Purchasing web site prior to submitting their BID for any addenda, amendments, and/or changes issued.
20. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Bidder's Bid. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
21. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
  - 21.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. 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.
  - 21.2. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:

- 21.2.1. Name and address of the protester
- 21.2.2. Appropriate identification of the Bid
- 21.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
- 21.2.4. Suggested remedy(ies)

## SECTION 2

### TERMS AND CONDITIONS

1. Contractor's/Bidder's Responsibility. Bidders are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. A Bidder's misinterpretation of requirements shall not relieve the Bidder of the responsibility to address accurately the requirements of the BID or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this BID. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the Bid. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors.
  - 2.1. HCPSS shall enter into contractual agreement with the selected Contractor only. The use of subcontractors does not relieve the Contractor of liability. The Contractor shall be fully responsible for acts and omissions of its subcontractors and of persons directly or indirectly employed by them. HCPSS is not responsible for the fulfillment of the Contractor's obligations to subcontractors.
  - 2.2. Subcontractors, if any, shall be identified in the Technical Offer with a complete description of their role relative to the project. The Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS prior to contract execution.
3. Contract Assignment. Neither party may assign this Contract without the prior written consent of the other party.
4. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
5. Behavior of Contractor Employees/Subcontractors. 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 shall 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.
6. Tobacco Free and Alcohol/Drug Free Environment. 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.

7. Criminal History Background Checks. 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, shall 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.
8. Child Sex Offender Notification.
  - 8.1. 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.
  - 8.2. 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.
  - 8.3. 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.
  - 8.4. 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.
  - 8.5. 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.
9. Occupied Buildings – Sign-in Procedures. 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.
10. Identification and Sign-in Procedures. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID and a company issued ID with company name/logo matching driver's license or photo ID in their possession at all times. Contractors may 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 or they may receive a HCPSS badge allowing them to access the job site without signing in and out.

11. Ethics Regulations.

11.1. 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.

11.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.

12. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.

13. Multi-Agency Participation.

13.1. 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 requirements incorporated in this contract will be supplied to requesting agencies.

13.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded 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 shall be resolved solely between the participating agency and the awarded Bidder(s).



## SECTION 3

### SPECIAL TERMS AND CONDITIONS

1. Agreement Contractor shall provide to The Howard County Public School System products and/or services in accordance with the terms and conditions of this solicitation. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Any changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period The initial Contract term shall be for five (5) years from the date of contract execution. HCPSS may solely authorize three (3) additional one-year terms (a maximum of eight one-year terms) pending successful performance and availability of funds.
3. Price Adjustments
  - 3.1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
    - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
    - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to The Howard County Public School System 60 days prior to contract expiration, a statement of any change in price to be applied.
  - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
  - 3.3. Model changes and/or upgrades may be accepted after the initial contract period. Pricing for the changes shall be at the same mark up as originally bid. The awarded vendor shall offer current pricing or be able to demonstrate the percentage markup. The Howard County Public School System shall be the sole determinant in accepting product or pricing changes.
4. Billing and Payment
  - 4.1. The contractor shall submit invoices Accounts Payable, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD 21042.
  - 4.2. Invoices shall contain the following information:
    - Contract Number
    - Purchase Order Number
    - Description of product/services
    - Total due
  - 4.3. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.
  - 4.4. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.
5. Procurement Card. 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.
6. Delivery

- 6.1. See <http://www.hcpss.org/schools/> for delivery locations.
- 6.2. See <https://www.hcpss.org/schools/opening-and-closing-times/> for school hours.
- 6.3. See <http://www.hcpss.org/calendar> for HCPSS scheduled holidays and school closings.

7. Material Safety Data Sheets. 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  
Insurance & Safety  
10910 Rt. 108  
Ellicott City, MD 21042

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

8. Evaluation and Acceptance Procedure

- 8.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.
  - 8.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor, HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation to Contractor that the deliverable is accepted.
  - 8.3. If the deliverable does not Materially Conform, HCPSS shall immediately return notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.
9. Indemnification 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. Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, nor special damages, or losses, including without limitation lost profits and opportunity costs.

10. Termination for Default If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
11. Termination for Convenience The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this 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 that have not been earned up to the date of termination.
12. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
13. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
14. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
15. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
16. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
17. Compliance with Laws. The Contractor hereby represents and warrants that:
  - 17.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - 17.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - 17.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
18. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized

in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**SECTION 4**  
**SCOPE OF WORK**

1. Objective. HCPSS' objective is to solicit Discount-Off-of-List pricing for Technology Education Supplies & Equipment to be purchased on an "as needed" basis. Bidders shall identify how HCPSS may access List Prices for each category.
2. All-Inclusive. Resulting purchases shall be inclusive of all shipping, delivery, special fees, handling fees, insurance, overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs. Other than Common Carrier charges, HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this solicitation.
3. Freight. Contractor may charge up to \$100 for deliveries via LTL carriers. Such charges shall be approved by HCPSS prior to delivery.
4. Quantities. There shall be No Minimum Order Quantities granted.
5. Scope of Work. Represented Manufacturers/Distributors should be able to provide supplies and equipment related, but not limited to, the following categories:
  - a) Technology Education General Supplies
  - b) Automobile Tools & Equipment
  - c) Building Trade Tools & Equipment
  - d) Electrical Tools & Equipment
  - e) Fabrication Tools & Equipment
  - f) Metalworking Tools & Equipment
  - g) Welding & Foundry Tools & Equipment
  - h) Woodworking Tools & Equipment
  - i) Portable Power Tools
  - j) Hardware & Fasteners
  - k) STEM items for electronics, robotics, etc.
  - l) Aerospace Engineering
  - m) Civil Engineering
  - n) Electrical Engineering
  - o) Robotics Engineering
  - p) Industrial Technology Kits & Supplies
  - q) Furniture & Storage Products
  - r) Safety Products



**Services - Hourly Rates.** Hourly Rates shall be a flat rate regardless of the number of Contractor employees allocated for services

<u>Service</u>	<u>Hourly Rate (not to exceed)</u>
On-site Installation & Set-up	
• 1 hour	\$ _____/hr.
• 2 hours	\$ _____/hr.
• 3+ hours	\$ _____/hr.
On-site Training	
• 1 hour	\$ _____/hr.
• 2 hours	\$ _____/hr.
• 3+ hours	\$ _____/hr.
Remote Training	
• 1 hour	\$ _____/hr.
• 2 hours	\$ _____/hr.
• 3+ hours	\$ _____/hr.

**E-Commerce Online Store**

Bidders shall indicate if their company has the ability to provide an e-commerce online store for HCPSS teachers and staff to obtain quotes and/or procure items representing discounts offered.

<p>_____ can provide an e-commerce online store exclusively for HCPSS for quotes and/or purchases  <i>(company name)</i></p>	<p>_____                  (yes/no)</p>
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**Company Information**

Name of company	years in business	
Street Address		
City	State	Zip
Telephone#	Fax #	Web Page

Contact for Contract Administration

In the event your firm receives a contract as a result of this Invitation for Bid, please designate a contract administrator whom we may contact during the period of the contract for prompt contract administration:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Acknowledgement Of Receipt Of Addenda

The undersigned hereby acknowledges the receipt of the following addenda

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_



**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/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C ) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. 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.

Submitted by:

\_\_\_\_\_  
*(company name)*

\_\_\_\_\_  
*(street address)*

\_\_\_\_\_  
*(city, state and zip)*

\_\_\_\_\_  
*(telephone number)*

\_\_\_\_\_  
*(email address)*

\_\_\_\_\_  
*(representative authorized to sign bids)*

\_\_\_\_\_  
*(title of authorized representative)*

\_\_\_\_\_  
*(signature of authorized representative)*

\_\_\_\_\_  
*(date)*

**BID/PROPOSAL AFFIDAVIT**

**Special Instructions:** An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, **being duly sworn, depose and state:**

1. **I am the \_\_\_\_\_ (officer) and duly authorized representative of the organization named \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**
  
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
  - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
  - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
  - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
  
3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

***If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.***

\_\_\_\_\_  
\_\_\_\_\_  
(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
  
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a 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 if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.

6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

**The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.**

**I DO SOLEMNLY DECLARE AND AFFIRM** under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

\_\_\_\_\_  
(Signature of Bidder) (Date)

\_\_\_\_\_  
(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

NOTARY PUBLIC

Name \_\_\_\_\_ Seal: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Telephone) (Fax)

\_\_\_\_\_  
(E-mail address)

Contractor's License Number # \_\_\_\_\_

We are/I am licensed to do business in the State of Maryland as a:  
( ) Corporation ( ) Partnership ( ) Individual ( ) Other