



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-4584, fax (410) 313-6789

Request for Bid No. 004.22.B5

For

Desktop Computers

Issue Date

August 16, 2021

Bid Due Date

August 31, 2021 at 10: 00 AM

Recommended Award submitted to Board for Approval

Sept. 2022



Office of Purchasing
10910 Clarksville Pike, Ellicott City
Maryland 21042-6198
(410) 313-6722, fax (410) 313-6789

August 17, 2021

To All Interested Professional Services Contractors:

The Howard County Public School System (HCPSS) invites your bid to provide desktop computers in accordance with BID No. 004.22.B5. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, until 10:00 AM August 31 2021.

BID documents may be obtained on Tuesday, August 17, 2021 at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later the date above to BidsandProposals@hcpss.org. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceeds 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.

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

It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions should be directed, in writing, no later than 12:00 P.M., Wednesday, August 25, 2021 to the contact below. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. Bidders failing to comply with this requirement may be disqualified.

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

Sincerely,

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

Douglas Pindell
Director of Purchasing

Email: dpindell@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike (MD Route 108) Ellicott
City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: Desktop Computers

Bid Number: 004.22.B5

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

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

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

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

- 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- 7. Other: _____
- 8. We wish to remain on the Bidders' List.
- 9. We wish to be removed from the Bidders' List for the above stated commodity.

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 Bids in response to this solicitation.

Douglas Pindell Purchasing Office
Howard County Public School System 10910 Clarksville Pike
Ellicott City, MD 21042 Phone: (410) 313-6722 Fax: (410) 313-6789
Email: dpindell@hcpss.org
<http://www.hcpss.org/about-us/purchasing/>

The Howard County Public School System Tax Identification.

Federal Tax Id:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257k

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Submit questions to in writing via email. Inquiries that impact the scope or other elements of the bid will be issued under the cover of an addendum.
3. Pre-Bid Conference. A Pre-Bid Conference will not be held in conjunction with this BID.
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, attached to an email addressed to bidsandproposals@hcpss.org.
 - 4.3. The Subject line of the email shall be "Bid 004.22.B5 Desktop Computers - {Company Name}".
 - 4.4. If Proposals contain more than one file, all files are to be bundled and compressed in a .zip file. Hyperlinks to software products sent to HCPSS's Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive, i.e. a "Click-Through Agreement" required to be accepted by HCPSS to download the Technical Proposal. By providing the Technical Proposal electronically to HCPSS, the Proposer grants HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for evaluation and review.
 - 4.5. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Bid, a Bidder shall be deemed to have accepted the terms, conditions, and requirements set forth in this BID. The BID, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this BID 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. The contract will terminate when HCPSS determines that the project is complete.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the BID 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 Bids. HCPSS reserves the right to: (i) accept or reject any and all Bids, 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. Bidders judged by the Purchasing Office not to be responsible or Bidders whose Bids 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. Modifications of Technical Bid.

Bidders may not modify, supplement, cure, or change Bids in any way after the due date and time unless specifically requested by HCPSS.

10. 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).
11. 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.
12. 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.
13. Open Records/Confidentiality. Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

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

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

Copyrighted submittals are unacceptable and will be disqualified as non-responsive. All submittals become the property of HCPSS.

14. Multiple Bids. Contractors may not submit more than one Bid.
15. Alternate Solution Bids. Contractors may not submit an alternate to the Solution in this BID.
16. 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.
17. 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 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.

18. 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.
19. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 19.1. 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.
 - 19.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Douglas Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - 19.2.1. Name and address of the protester
 - 19.2.2. Appropriate identification of the Bid
 - 19.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - 19.2.4. Suggested remedy(ies)
20. Submittals. Bidders are to return Attachment C Affidavit and Pricing in its entirety, completely filled in with edits or erasures properly signed by an official of the company. Bidders are to include evidence of insurance liability coverage required for this bid.
21. Insurance. Please see Attachment B for insurance requirements.

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. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this BID. HCPSS will consider Bids that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the Bid shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, 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 within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
3. 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.
4. 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. 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.
5. 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.
6. 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.

7. Child Sex Offender Notification.

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

8. 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.

9. Identification. 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. 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.

10. Ethics Regulations.

10.1. 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.

- 10.2. 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.
11. 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.
12. Multi-Agency Participation.
- 12.1. 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.
- 12.2. 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).
13. Quantities. It is anticipated that HCPSS will purchase approximately 144 units. The Howard County Department of Education reserves the right to increase quantities as it may deem necessary relative to need and/or the availability of appropriated funds.
14. Proposed Substitutions.
- 14.1 Bidders bidding on a substitute MUST submit product literature prior to bid due date 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.
- 14.2 The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

SECTION 4. SCOPE OF WORK

1. SCOPE OF CONTRACT

HCPSS' objective is to purchase the following Desktop Computers specified below. The quantity to purchase will be 144 units.

Below are the minimum requirements for the device.

- Desktop with:
- Intel i9 Processor (10 core minimum)
- 64GB RAM
- nVidia GTX 1650 Graphics card (or compatible)
- 27" Full HD 1920x1080 monitor
- 256SSD
- Wired Keyboard & Mouse
- 5 year warranty

Specific Requirements:

OptiPlex 7780 All-in-One XCTO
10th Generation Intel Core i9-10900 (10-Core, 20MB Cache, 2.8GHz to 5.2GHz, 65W)
Windows 10 Pro, 64bit English, French, Spanish
No Microsoft Office License Included 30 day Trial Offer Only
Dell Data Protection Encryption Personal Digital Delivery
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year
64GB 2x32GB DDR4 non ECC memory
NO RAID
M.2 256GB PCIe NVMe Class 35 Solid State Drive
Thermal Pad
Screw for M.2 SATA SSD
nVidia GeForce GTX 1650 Graphics
7780 AIO 27" FHD 1920x1080 IPS Non-Touch Anti-Glare, IR Camera, Discrete Graphics, Platinum 220w PSU
System Power Cord (Philippine/TH/US)
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1
Wireless Driver, Intel® WiFi 6 AX201 2x2 (Gig+) + Bluetooth 5
OptiPlex All-in-One Height Adjustable Stand, All-in-One
No Additional Cable Requested
Dell KB216 Wired Keyboard English
Dell Laser Wired Mouse - MS3220 Black
No Cable Cover
Support Assist
Dell(TM) Digital Delivery Cirrus Client
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)
Waves Maxx Audio
Dell Support Assist OS Recovery Tool
Dell Optimizer
ENERGY STAR Qualified
EPEAT 2018 Registered (Silver)
Dell Watchdog Timer
Quick Setup Guide 7780 AIO
Trusted Platform Module (Discrete TPM Enabled)
Shipping Material for Fixed Stand / Height Adjustable Stand 7780 AIO (DAO)
Shipping Label for DAO,BRZ
FCC statement label AIO

Regulatory Label for Discrete Graphics (DAO/BCC)
Desktop BTO Standard shipment
Non-Touch LCD, Dell OptiPlex AIO
No Optane
No External ODD
Intel Standard Manageability for AiO
Dell Limited Hardware Warranty Plus Service
Onsite/In-Home Service After Remote Diagnosis 5 Years

ATTACHMENT B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

- 1.1 The Contractor shall provide evidence of general liability insurance including commercial, auto and worker's compensation coverage.

ATTACHMENT C

AFFIDAVIT AND PRICING

BID #004.22.B5

Date: _____

Bidder: _____

ADDENDA

Receipt of the following Addenda is acknowledged:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

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.

CONFLICT OF INTEREST – FINANCIAL DISCLOSURE STATEMENT

As used below, the following terms have the meaning indicated:

- A. "Financial interest" means: (1) Ownership of any interest as the result of which the owner has received, within the past three years, or is presently receiving, or in the future is entitled to receive, more than \$1000 per year; or (2) Ownership of more than three percent of a business entity, by a Board member or school system employee.
- B. "Qualified Relative" means a spouse, domestic partner, parent, child, and sibling.

Except as disclosed below, the bidder has examined its business records and states that to the best of its knowledge:

1. No Board of Education member or school system employee, or their Qualified Relative, has a Financial Interest in the company or its holding company or a subsidiary;
2. No Board of Education member or school system employee, or their Qualified Relative, is an officer, director, trustee, partner, or employee of the company or its holding company or a subsidiary; and
3. No Board of Education member or school system employee, or their Qualified Relative, is negotiating or has any arrangement concerning prospective employment with the company or its holding company or a subsidiary.

DISCLOSURES:

Attach as necessary.

NOTICE

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 bid/proposal on behalf of and as authorized by the bidder named below.

This bid/proposal must be signed by a bidder authorized to make a binding commitment for the firm submitting the bid/proposal. By submitting a bid/proposal in response to this solicitation, the bidder selected for award agrees that it shall comply with all federal, State, and local laws, and the Board of Education of Howard County Maryland policies and regulations applicable to its activities under the resulting contract. Any bidder selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation. **www.dat.maryland.gov as directed by the Purchasing Office.**

Your signature on this page provides and the Board of Education of Howard County Maryland your acknowledgment and acceptance of the terms and conditions contained in the solicitation. When this page is executed by an authorized officer of the Howard County Public School System, these specifications, terms and general conditions, and price(s) bid shall become a legally binding contract between the successful bidder and the Howard County Public School System.

(Signature of Bidder)

(Date)

(Bidder Name Printed)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2021.

NOTARY PUBLIC
Seal:

Name _____

My Commission Expires _____

(Legal Name of Company)

(Web Address/URL)

(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

ACCEPTANCE AND AWARD NOTICE

Congratulations, your firm has been award this contract. All pricing, terms and conditions and other requirements contained in this document shall apply to all orders issued on behalf of the Howard County Public School System. The contract term shall begin on the date below for the period stated in this document.

Signed Printed Date

Term: Effective: _____

Through: _____