

Bid No. 061.21.B5

For

Dell Laptop Replacement Project

BID SCHEDULE

Issue Date	August 20, 2021
Bid Due Date	September 8, 2021 at 10:00 AM
Anticipated Board for Approval	September/October 2021



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

August 20, 2021

To All Interested Professional Services Contractors:

The Howard County Public School System (HCPSS) invites your bid to provide Dell laptop computers in accordance with BID No. 061.21.B5. Instructions for submission of a bid is located below. The due date is *September 8, 2021 at 10:00 AM.*

BID documents may be obtained on Friday, August 20, 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, September 1, 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: Dell Computers

Bid Number: 061.21.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.

Introduction and Background

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 57,000 students in 77 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/>.

SECTION 1. 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/>
- 2) Questions and Inquiries. All questions and inquiries regarding this procurement shall be submitted in writing via email to the contact above. 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 Request For Bid.
- 3) Pre-Bid Conference. A Pre-Bid Conference will not be held in conjunction with this Bid.
- 4) Bid Submittal Process
 - a) Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - b) Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to BidsandProposals@hcpss.org in order to be considered for this project/service. Responses that are cumulatively larger than 75MB shall be compressed in a .zip file.
 - c) Email subject lines, folders names, and file names shall begin with "Bid 061.21.B5-Company Name". In the body of the email please include Bidder's contact person's email and cell phone number.
 - d) Electronic signatures, scanned or e-signature, will be accepted. By providing Bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
 - e) To determine timeliness, the time "received" by HCPSS will be verified by the time stamp on HCPSS's email server. Bids arriving after the due date and time will not 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) 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.
- 14) Multiple Bids. Contractors may not submit more than one Bid.
- 15) Alternate Solution. Bidders 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. 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) Signing of Forms. A Bid, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Bid shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Bid 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.
- 18) Addenda Acknowledgment. Bidders shall acknowledge in writing the receipt of 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.
- 19) Signature. Attachment A, "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.
- 20) Resolution of Disputes.
 - a) Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - b) Protests shall be filed in writing to the Purchasing Office prior to the Board of Education award of the contract award. 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.
 - c) Protests shall be addressed to Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, 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)

SECTION 2. TERMS AND CONDITIONS

- 1) 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.
- 2) Contract Assignment. Neither party may assign a resulting contract without the prior written consent of the other party.
- 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. 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 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 HCPSS, is improper and unwelcome. Contractor will also ensure 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. HCPSS maintains a tobacco, alcohol/drugfree 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 on premise 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.
 - 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 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 workforce 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 "workforce" 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.
- 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 HCPSS'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 HCPSS contract.
- 9) 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.
- 10) 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 HCPSS. For a copy of the regulations, contact the Purchasing Office, Howard County Department of Education (410) 313-6644.
 - b) Any resulting Contract is cancelable in the event of a violation of 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.
- 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 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 Awarded Contractor(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 Contractor(s).

13. Quantities. It is anticipated that HCPSS will purchase approximately 5,500 units. The Howard County Department of Education reserves the right to increase or decrease quantities as it may deem necessary relative to need and/or the availability of appropriated funds.

14. Proposed Substitutions.

- a. 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.
- b. 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.

15. Insurance. Please see Attachment B for insurance requirements.

SECTION 3. SPECIAL TERMS AND CONDITIONS

- 1) Agreement. Contractor shall provide a Bid response to The Howard County Public School System in accordance with the terms and conditions of this solicitation.
- 2) The resulting Contract consists of multiple documents as follows in order of precedence:
 - a) The Contract Form
 - b) The Request for Bid and all amendments to the solicitation.
 - c) Bidder's Price Proposal as accepted by HCPSS.
- 3) 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. Bids or suggestions of the Contractor for 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.
- 4) Contract Period. The initial Contract term shall be for one (1) year from the date of contract execution. HCPSS may solely authorize four (4) additional one-year terms pending successful performance and availability of funds.
- 5) HCPSS Contract Manager. The Howard County Public School System's contract manager for any resulting contract is Rizwan Ahmed. Mr. Ahmed will be responsible for the day-to-day administration of the contract after award.
- 6) Vendor Contract Administration. Bidders shall designate internal and external contract administrators to administer the contract. Bidders are to list these individual's names and telephone numbers in the designated form contained within this document.
- 7) Quantities. Any quantities provided in this document are estimated quantities. Actual quantities ordered will be subject to available funding. Howard County Public Schools reserves the right to order any quantities necessary in order to maintain inventories at required levels.
- 8) Substitutes.
 - a) Bidders offering items other than those specified must state the product name and manufacturer and submit detailed technical specifications for each item. All data submitted must contain sufficient information to facilitate equating the offer.
 - b) The Howard County Public School System shall be the sole authority as to whether items meet specifications or are 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.
- 9) Price Adjustments
 - a) Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
 - i) 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.
 - ii) 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.
 - b) Price increase requests will not be considered if not accompanied with the proper information.
 - c) 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.

- 10) Orders. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries shall be made without a purchase order.
- 11) Labeling. Purchase order number, description of material, and quantities must be identified on all tickets for items delivered.
- 12) Billing and Payment.
- a) The contractor shall submit invoices to the attention of the IT Business Manager, or designee, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, MD 21042.
 - b) Invoices shall contain the following information:
 - i) Contract Number
 - ii) Purchase Order Number
 - iii) Customer Name and Address
 - iv) Description
 - v) Total due
 - c) 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.
 - d) HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.
- 13) Acceptance Procedure. HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this Bid, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and/or subcontractor staff in the performance of work under the Contract.
- 14) Confidential Information.
- a) Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws").
 - b) The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
 - c) Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
 - d) Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.
 - e) Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Public Information Office
The Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
- 15) 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.

- 16) 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.
- 17) 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.
- 18) 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.
- 19) Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
- 20) 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.
- 21) Compliance with Laws. The Contractor hereby represents and warrants that:
 - a) 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.
 - b) It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - c) 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.

SECTION 4. SCOPE OF WORK

- 1) Objective. HCPSS's objective is to establish a multi-year contract vehicle for bulk purchases of approximately 5,500 or more Dell laptop computers to delivery points within Howard County, MD.

Description	Quantity
Latitude 3310 2in1 (i5-8265U up to 3.9GHz) 16GB, 256GB SSD, backlit keyboard, 5Yr Onsite/In-Home Service warranty	5,500

SECTION 5. BID PRICE SHEET

1) Prices

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to furnish and deliver the requested items for the guaranteed pricing noted below.

Provide all equipment, licensing, and services as described herein. The Total Price is the extension of the estimated quantity times the Discounted Price. HCPSS will purchase only actual equipment and/or services required for each project. Equipment and labor (White Glove Service) shall be priced out separately.

Quote Number	Description	Quantity	Dell MSRP	Discount Off of List	Extended Price	White Glove Service	Total
	Latitude 3310 2in1 (i5-8265U up to 3.9GHz) 16GB, 256GB SSD, backlit keyboard, 5Yr Onsite/In-Home Service warranty	5,500	\$	%	\$	\$	\$

Detailed Specifications

Provide Detailed specification on Make and Model offered. Bidders shall attach specifications with their submittal.

White Glove Service includes imaging, BIOS setting changes, installing SCCM and Intune client, asset tagging, asset reporting, waste removal (packing materials), coordination, and delivery to individual school sites.

Optional Items

Quote Number	Description	Quantity	Dell MSRP	Discount Off of List	Extended Price	Total
	Carry Case	5,500	\$	%	\$	\$
	USB Dell Adapter	5,500	\$	%	\$	\$
	Headset w/mic (Single Ear) wireless	5,500	\$	%	\$	\$
	24" Dell Monitor	5,500	\$	%	\$	\$

2) Substitute Product Offered

Quote Number	Description	Quantity	Dell MSRP	Discount Off of List	Extended Price	White Glove Service	Total
		5,500	\$	%	\$	\$	\$

Detailed Specifications

Provide Detailed specification on Make and Model offered. Bidders shall attach specifications with their submittal.

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.

AFFIDAVIT AND PRICING

BID #061.21.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: _____