



Office of Purchasing  
10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

## INVITATION TO BID

### FEMININE HYGIENE DISPENSERS AND SUPPLIES BID #042.22.B4

To All Interested Bidders:

Re: NOTICE TO BIDDERS  
Feminine Hygiene Dispensers, Bid #042.22.B4

The Howard County Public School System requests your bid for Feminine Hygiene Dispensers to be utilized at facilities within the School System.

Bid documents may be obtained on **Tuesday, May 24, 2022** at the Howard County Department of Education, Purchasing Office website at: [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/)

All questions shall be directed, in writing, no later than **2:00 PM May 31, 2022** to the Purchasing Specialist, Robert Gill, [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org). Howard County Public Schools is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via an addendum issued by 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.

It is the potential bidder's sole responsibility to regularly visit the HCPSS Purchasing web site 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.

Bids shall be submitted electronically via email clearly marked "**Bid**", "**Feminine Hygiene Dispensers**" "**Bid #042.22.B4**" in their entirety (all pages), in PDF format no later **Wednesday, June 8, 2022 at 10:00 A.M.** to [BidsandProposals@hcpss.org](mailto: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.

The Board reserves the right to waive any informalities or to reject in whole or in part any or all bids.

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

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be Mailed or e-mailed to the buyer named above.

Robert Gill, CPPO, CPPB  
Purchasing Specialist



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10910 Clarksville Pike  
Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

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

**NO BID REPLY FORM**

Sealed Bid For: Feminine Hygiene Dispensers and Supplies

Bid Number: 042.22.B4

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 can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to The Howard County Public School System. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 8. We wish to remain on the Bidders' List.
- \_\_\_\_\_ 9. We wish to be removed from the Bidders' List for the above stated commodity.

**May 24, 2022**

**Issue Date**

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**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Route 108  
Ellicott City, Maryland 21042**

**SEALED BID FOR:** Feminine Hygiene Dispensers and Supplies

**BID NUMBER:** 042.22.B4

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

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

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

**QUESTIONS DUE & TO WHOM:** May 31, 2022 at 2:00 PM, in writing  
Submit To: Robert Gill at [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)  
\*\* As necessary an addendum will be issued after the due date above to address any questions.

**BID OPENING DATE:** Wednesday, June 8, 2022

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

**BUYER:** email: [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)

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**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
INSTRUCTION TO BIDDERS**

**FEMININE HYGIEN DISPENSERS AND SUPPLIES**  
**BID #042.22.B4**

**A. BID PREPARATION**

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be acknowledged by each prospective Bidder on the form. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) Bids are to be submitted electronically to [BidsandProposals@hcpss.org](mailto:BidsandProposals@hcpss.org) via e-mail in accordance with the Instructions on the Invitation to Bid. Mailed, hand delivered, or facsimile bids will not be accepted.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, shall be retained by the Offeror and will form part of the contract resulting from the Invitation for Bid.
3. It is the Offeror's responsibility to examine and understand all documents, addenda, drawings, or other information posted by the Purchasing Office in reference to this Bid.
4. It is highly recommended that individuals preparing bid submittals for this solicitation utilize the Bid Check List enclosed with this document to assure that they have included all of the required items. Failure to include items may cause your bid to be non responsive.

**A. ISSUING OFFICE**

- a) The Issuing Office is:

The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike (Route 108)  
Ellicott City, Maryland 21042  
Attn: Robert B. Gill  
(410) 313-4584  
[robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)  
(410) 313-4584

- b) The Issuing Office Buyer shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Bid.

**B. DUE DATE AND TIME**

1. One Original Bid must be submitted electronically via e-mail by the time, date and the instructions specified in the Invitation to Bid in order to be considered for this project. If a Bidder includes supplemental documents such as brochures they must attach a copy of all the supplemental materials to the Original Bid. Any bids received after the time and date specified, or at a different location or method specified will not be opened or given any consideration.

- C. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS
1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements on the HCPSS main web-site page [www.hcpss.org](http://www.hcpss.org) to confirm that it specifically identifies that the Administrative/Central offices are closed.
- D. SIGNATURE TO BID
1. The bid signature sheet shall be fully completed and provide all the information requested and signed by the person or persons legally authorized to sign contracts.
- E. OPENING PROCEDURES
1. Sealed bids will be opened at the Department of Education at the designated time and place.
  2. During the period of evaluation, no Bidder shall contact any member or employee of the Howard County Public School System concerning award. Such action may result in the Bidders offer being removed from evaluation and rendered nonresponsive.
- F. ERRORS IN BIDS
1. Should any bidder be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify in writing the HCPSS Purchasing Department representative contact as indicated in the solicitation document. All bidders will be notified in writing of clarification by means of addenda posted on the HCPSS Purchasing Current Bids Website.
  2. All contractors submitting a bid are responsible for reviewing all of the documents associated with this solicitation including, but not limited to the General and Special Terms and Conditions, Specifications, any addenda, and drawings. Failure of the Bidder to thoroughly understand all aspects of the solicitation before submitting his bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
  3. Neither law nor regulation makes allowance for errors of omission on the part of the Bidders.
- G. ADDENDA AND CHANGES
1. Howard County Public Schools reserves the right to change the contents of this solicitation where necessary for the proper fulfillment of the intention of this request. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/). It is the potential bidder's sole responsibility to regularly visit the HCPSS Purchasing web site 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 bidders to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

2. All Addenda shall become part of the solicitation documents, verbal changes or responses to questions are not valid unless confirmed by written addenda.

H. WITHDRAWAL OF BIDS

1. Bids may be withdrawn if a written request is received by the Purchasing buyer prior to the time and date specified for the return of bid. Telephone calls for these purposes are not acceptable.
2. No bid shall be withdrawn after the scheduled closing time for opening bids.
3. Bidders are responsible for the accuracy of their Bid Proposals. Negligence on the part of the bidder in preparing its Bid Proposal confers no right of withdrawal, modification or cancellation of the bid after deadline for receipt of Bid Proposals.

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**  
**GENERAL TERMS AND CONDITIONS**

**A. AWARD**

1. It is the intent of The Howard County Public School System to award to the lowest responsive and responsible Bidder meeting specifications on an aggregate basis. The Howard County Public School System retains the right to award item-by-item, group-by-group, in full, or to make no award at all. The bases of award will further consider if the Bidders Proposal conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the Bidder(s), the ability of the Bidder(s) to perform satisfactory service.
2. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of County Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
3. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

**B. COMPLIANCE**

1. This Solicitation is issued in compliance with Section 5-112 of the Annotated Code of Maryland.

**C. CONTRACT**

1. If this bid is accepted and awarded, it will become the contract. By submitting a bid offer, the undersigned hereby agrees and understands that all parts of the bid document, attachments, Terms and Conditions, addendums and all associated documents or any other extraneous matter incorporated by reference will be applicable to any contract(s) awarded as the result of this invitation to bid.

**D. CONDITIONAL BIDS**

1. No conditional bids will be accepted, which contain item such as, but not limited to an escalator clause, minimum delivery amounts other than that indicated, packaging or delivery charges, or any add-on or irregular figures. The prices offered shall be the final cost to The Howard County Public School System.

**E. CANCELLATION OF BID**

1. Howard County Public Schools reserves the right to cancel this bid solicitation or to reject any or all bids in whole or in part at the sole discretion of the Director of Purchasing if he/she determines that it is fiscally advantageous or in the best interest of HCPSS to cancel the bid.

**F. BID ACCEPTANCE**

1. Unless otherwise stated by the Bidder in his bid, prices offered will be considered to allow (120) days for acceptance. At the end of the (120) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**G. DEBARMENT STATUS**

1. By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**H. BRAND NAME OR EQUAL SUBSTITUTIONS**

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by specifications, catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation and determination that the item offered fully meets the salient characteristics and is of equal type and equal or better quality without reservations or further reference. It is the responsibility of the Bidder to provide the foregoing documentation with the bid at the date and time set forth for submission. The burden of proof that proposed alternates are in fact equal or better falls on the Bidder and proof must be to the satisfaction of HCPSS. Bids received for proposed equal/substitute items without the required documentation to support the bidders claim will not be considered responsive. It is not the responsibility of HCPSS to locate or secure any further information regarding the proposed alternate product.
2. Howard County Public Schools reserves the right to request any proposed equipment or supplies free of charge for a reasonable testing period to determine its suitability to the School Systems needs and requirements.
3. The Howard County Public School System shall be the sole authority as to whether proposed substitute 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. The HCPSS decision of approving or disapproving of a proposed equal shall be final.
4. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified. Bidders offering proposed equal/substitute items other than those specified must state the product name, model and manufacturer.
5. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

**I. PRICE**

1. Prices shall be all inclusive and shall include all cost of every kind such as, but not limited to delivery and training costs to The Howard County Public School System.



**J. MULTIPLE PRICES**

1. No bidder will be allowed to offer more than one price on each item regardless of the availability of several items that they feel may perform the same function or meet the specification as the item(s) described in the solicitation. The bidder must determine for themselves which item to offer and submit one price only. If said bidder should submit more than one price on any item all prices for that item may be rejected at the discretion of HCPSS.

**K. TAXES**

1. The Howard County Public School System (HCPSS) is a Public School System in the State of Maryland and is tax exempt. The price quoted shall not include federal excise taxes, state or local taxes, or use taxes.

- FEDERAL TAX ID: 52-6000968
- MARYLAND SALES TAX: 30001219
- FEDERAL EXCISE TAX: 52-73-0257K

**L. TRADE DISCOUNTS**

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

**M. TIME DISCOUNTS**

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

**N. PRICE ADJUSTMENTS**

1. Contract Prices are to remain fixed for the first year. Request for Price increases for the remainder of the contract period will be considered, but must be submitted in writing to the Purchasing Director at least sixty (60) days prior to contract expiration for approval. The Howard County Public School System will consider adjustments based on the following conditions:
2. Request must be accompanied by supporting documents sufficient to justify the requested increase (e.g., letters from suppliers regarding price increase in raw materials).
3. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), 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.

4. Price increases outside of the control of the Vendor awarded the contract during the term of the contract. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up by the vendor allowed. For such price increases to be considered, documentation from the manufacturer applying the price increase must accompany a written request from the Vendor.
5. Price increase requests will not be considered if not accompanied with the proper information and documentation to support the request.

**O. BIDDER'S QUALIFICATIONS**

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
2. Bidders must be authorized distributors for items listed in this bid. The Howard County Public School System reserves the right, before awarding the contract, to require Bidders to submit evidence of qualification as it may deem necessary, in order to determine the Bidder's qualifications and abilities.
3. Howard County Public Schools reserves the right to make such reasonable investigations and/or inspection of any bidder's place of business/facilities prior to award of the contract to satisfy questions regarding the bidder's capabilities and responsibility.

**P. SAMPLES**

1. When requested, samples shall be delivered to the Howard County Department of Education prior to or after the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of bidder, date of bid opening, bid number, and item number. **In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within five (5) days of request for award consideration.** Delivery of samples shall be to: The Howard County Public School System, Purchasing Department, 10910 Clarksville Pike, Ellicott City, Maryland 21042.
2. **Samples shall be requested from the apparent low bidder(s) after bid opening for evaluation purposes.** Samples shall be identical to the ones proposed in their bid. All recommendation(s) for award(s) will be pending evaluation and approval of samples. All costs associated with the shipping of samples shall be at the expense of the Bidder. Failure to provide samples upon request may result in rejection of bid.
3. **All samples must be clearly marked with liner size, mil/micron, case quantity, color and production lot number.**
4. All liner samples shall be tested by micrometer to ensure samples meet the mil/micron specified in the bid documents. Any deviation from stated specifications may require additional testing and/or documentation. Failure to

meet the specified liner mil/micron gauge/thickness upon testing may result in bid rejection.

5. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
6. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
7. Samples from the successful Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

**Q. SPECIFICATIONS AND SCOPE OF WORK**

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

**R. INSPECTION OF PREMISES**

1. If a site visit is recommended or required, each bidder is responsible for requesting access to the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain such details as, but not limited to the availability of utilities or the precise dimensions of the area(s) involved. No allowance will be made to the successful bidder, at a later date for additional work cost required because of his/her failure to visit the site and to acquaint themselves with all the requirements and conditions for properly estimating the cost of successfully performing the work.

**S. INDEPENDENT CONTRACTORS**

1. The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of HCPSS.

**T. ETHICS REGULATIONS**

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.

**U. REFERENCES**

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level

of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

**V. ORDERS**

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

**W. PROCUREMENT CARD**

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

**X. INVOICE AND PAYMENT**

1. The Contractor shall submit invoices in triplicate to the Howard County Department of Education, 10910 Clarksville Pike (Route 108), Ellicott City, MD 21042-6198, Attn: (Name of ordering contact person), Invoices must contain the following information:
  - a) Purchase Order Number
  - b) Name of school
  - c) Description of work along with quantities
  - d) Start date and completion date
  - e) Total due

**Y. DELIVERY**

1. All orders shall be delivered FOB destination to the designated School(s)/Office(s) location(s), (see School List) on an as needed basis or to the Department of Education Warehouse, 9645 Gerwig lane, Columbia, Maryland 21046, (410)-313-7627 between 9 a.m. - 3 p.m., Monday through Friday, except holidays. **Twenty-four hour notice prior to delivery is required.** Delivery location(s) will be determined at time of award.
2. **Prices are to include all freight, delivery and fuel surcharges.**
3. **All orders must be delivered in full within 14 days from receipt of order unless stated otherwise on the purchase order.** Orders not completed within the specified time period will be subject to cancellation at the sole option of The Howard County Public School System.
4. The Howard County Public School System reserves the right to order awarded items as needed throughout the contract year and shall have the ability to add new or additional school locations throughout the contract term at no additional cost to the HCPSS.
5. **It is the responsibility of the awarded Contractor(s) delivery personnel to unload all deliveries inside each location without assistance of school personnel. The Howard County Public School System will not sign for or assume responsibility of deliveries until they have been properly unloaded by the Contractor's delivery personnel at the School/Office location.**

**Z. LABELING**

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

**AA. DAMAGE**

1. During the performance of the contract, the awarded bidder shall take the necessary precautions for the safety and protection of all areas upon which, or adjacent to which, work is performed as part of the contract.
2. Successful Bidders will be held responsible for, and be required to make good at their own expense, any and all damage done directly or indirectly by a bidders employee or subcontractors while executing the contract.
3. If the awarded bidder fails or refuses to make satisfactory repairs or replacement, HCPSS will determine a cost and the bidder will be liable for the cost thereof, which may be charged or deducted from the final payment.

**BB. ASBESTOS, HAZARDOUS OR TOXIC SUBSTANCES**

1. No products shall contain asbestos materials. Any products from Vendor/supplier found to be containing asbestos materials shall be promptly removed from HCPSS property at the expense of the Vendor/Supplier.
2. Vendor/Supplier may be required to submit documentation stating that the products bid do not contain asbestos materials.
3. Bidders must comply with all applicable Federal, State, and County laws, ordinances and regulations pertaining to shipping, handling, distribution and access to information about hazardous and toxic substance and as amended from time to time.

**CC. MATERIAL SAFETY DATA SHEETS**

1. 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 & Risk Management  
10910 Clarksville Pike  
Ellicott City, MD 21042

2. Bidders must include MSDS sheets for all products bid along with Bid Price Sheet. MSDS sheets shall provide 100% disclosure of products bid. Samples provided are subject to lab verification at the Bidders expense.
3. MSDS must show the contract number under which the products were supplied or used.

**DD. PERFORMANCE REQUIRMENTS**

1. The descriptions and standards identified for each item are minimally acceptable performance criteria as determined by the Board of Education. The Board of Education shall be the sole determinant as to whether products meet or exceed criteria. The owner's personnel shall have the right to reject any items which, in

their opinion, do not conform to standards. Rejection may be at time of, or after, delivery. The Contractor shall be required to remove rejected items within 72 hours of notification.

**EE. MINORITY BUSINESS ENTERPRISE PARTICIPATION**

1. It is the goal of The Howard County Public School System that Maryland Department of Transportation certified minority business enterprise firms participate in a minimum of zero (0%) percent of the total dollar value of this procurement.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services for this solicitation shall attempt to achieve the result that a minimum of zero (0%) percent of the total contract value is made directly or indirectly from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve this goal with certified minority business enterprises.

**FF. USE AND OWNERSHIP**

1. All documents, materials or data developed as a result of this contract shall be the property of HCPSS. Therefore HCPSS has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. HCPSS may use this information for its own purposes, or use it for reporting to state or federal agencies. The contractor must keep confidential and warrants that it has title to or right of use of all documents, material, or data used or developed in connection with this contract.

**GG. WARRANTY**

1. The Vendor agrees that the equipment or supplies furnished under this award and or contract shall be covered by the most favorable commercial warranties the vendor gives to any customer for such equipment or supplies and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Board of Education by any other clauses of the contract.
2. All equipment shall in the very least carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for one (1) year from date of acceptance.
3. The vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the HCPSS and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The awarded vendor shall be responsible for handling all warranty issues directly with the manufacturer and agrees to any repairs, labor, replacements, or necessary adjustments because of such defects to be made promptly by him/her and without cost to and the satisfaction of HCPSS.

**HH. INDEMNIFICATION**

1. 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 it 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.

**II. ORDER OF PREFERENCE**

1. In the event of an inconsistency among provisions of this Solicitation, the inconsistency shall be resolved by giving preference in the following order:
  - General Terms and Conditions
  - Special Terms and Conditions (if any)
  - The Specifications
  - Drawings or other Addenda

**JJ. TERMINATION DUE TO FUNDING**

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

**KK. TERMINATION FOR DEFAULT**

1. When the Contractor fails to meet deadlines, has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. In the event of default of contract as determined by The Howard County Public School System, the Contract Manager may procure contract items from other sources. The Contractor found in default will be held responsible for all costs incurred.

**LL. TERMINATION FOR CONVENIENCE**

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

**MM. REJECTIONS AND CANCELATIONS OF BIDS**

1. HCPSS reserves the right to accept or reject any or all bids in whole or in part for any reason. HCPSS further reserves the right to waive any informality and to make awards in the best interest of the School System. HCPSS also reserves the right to reject the bid of any bidders who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this solicitation. HCPSS may cancel this solicitation in whole or in part, at its sole discretion.

**NN. VENDOR CONTRACT ADMINISTRATION**

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

**OO. MULTI-AGENCY PARTICIPATION**

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 bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

**PP. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT**

1. 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.

**QQ. ASSIGNMENT OF CONTRACT**

1. It is mutually understood and agreed that awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest, therein, or their power to execute such contract in whole or in part to any other person, firm, or corporation, without the previous written consent of the Howard County Public Schools Purchasing Director, but in no case shall such consent relieve the contractor from their obligation, or change the terms of the contract or purchase order.

**RR. NON-DISCRIMINATION IN EMPLOYMENT**

1. HCPSS is committed to a policy of non-discrimination and equal opportunity. The Awarded vendor shall agree to follow Article 49B of the annotated Code of Maryland which prohibits employment discrimination on the basis of age, sex, color, marital status, physical or mental handicap, national origin, race, or religion.

**SS. IDENTIFIICATION**

1. All contractor personnel, working in or around buildings designated under this contract shall at all-time wear distinctive uniform clothing; display a visible photo-ID card with them while on the school system's premises. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be



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

**TT. CHILD SEX OFFENDER NOTIFICATION**

1. Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child 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.
2. 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 Procurement 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.
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.

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.

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 employee complies with the requirements.

**UU. CRIMINAL HISTORY BACKGROUND CHECKS**

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

**VV. PROPRIETARY OR CONFIDENTIAL INFORMATION**

1. Bidders must specifically identify those portions of their proposal, if any, which they deem to contain confidential or proprietary information of trade secrets and must provide justification to be considered by HCPSS in determining whether

such material, upon request, should not be disclosed. All requests for information shall be handled in accordance with the freedom of Information Act.

**WW. SUBCONTRACTOR/SUBCONSULTANTS**

1. The bidder shall identify all proposed subcontractor/sub-consultant who will be furnishing services under the terms of this solicitation. Subcontractor/sub-consultants shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by HCPSS. If a subcontractor/sub-consultant is determined to be unacceptable by HCPSS, the contractor shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the proposal. The contractor will use only those subcontractor/sub-consultants approved by HCPSS. All subcontractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor referred to herein. The contractor is responsible for the contract performance, whether or not subcontractor/sub-consultants are used.

**XX. RESOLUTION OF DISPUTES**

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions, Terms and Conditions, and Technical Specifications.
2. After bid opening and bid review, but prior to bid award, if a Bidders entire bid is declared to be non-responsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the Purchasing Office within two days after notification. 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.
4. Protests shall be addressed to Howard County Department of Education, Purchasing Department, 10910 Clarksville Pike, Ellicott City, MD 21042, to the attention of the buyer, and labeled "Protest". The written protest shall include as a minimum the following:
  - a) Name, address, e-mail of the protester
  - b) Appropriate identification of the bid Number and Title
  - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
  - d) Suggested remedy(ies).

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**  
**SPECIAL TERMS AND CONDITIONS**

**A. CONTRACT PERIOD**

1. The contract period shall be for one year from date of award and shall be renewable at the sole option of The Howard County Public School system for five (5) additional one-year periods.

**B. QUANTITIES**

1. **It is anticipated that HCPSS will purchase on its initial order approximately 196 Feminine Hygiene Dispensers, 234,000 Regular Tampax Tampons (T500), and 156,000 Maxithin – MaxiPads (MT-4). All quantities are estimated and are not to be construed as actual quantities to be ordered.** Additional quantities will be ordered on as needed basis. Howard County Public Schools reserves the right to order any quantities necessary in order to maintain inventories at required levels. Quantities will not be increased to maximize load capacities for the awarded Contractor(s). It is the responsibility of the awarded Contractor(s) to ensure quantities ordered are not delayed due to shipping requirements required by them from the product manufacturers. Any additional freight/cost requirements needed to meet maximum load capacities from manufacturers of products will be the responsibility of the Contractor(s).

**C. FIRST ORDER DELIVERY DEADLINE**

1. The Initial first order for the quantities listed above is expected to be place to the awarded contractor around the July 15, 2022. The required delivery date would be August 15, 2022.

**D. HCPSS CONTRACT MANAGER**

1. The Howard County Public School System's Contract Manager for any resulting contract shall be Mr. Dante Gamble, (410) 313-7627, dante\_gamble@hcpss.org. The contract manager will be responsible for the day-to-day administration of the contract after award. The awarded vendor shall work directly with the designated Contract Manager and not act on any instructions, direction, or information given to them by any other HCPSS personnel.

**E. PRODUCT UPDATES**

1. Information on product upgrades/updates and/or discontinued product shall be forwarded to the Custodial Services Department, 9020 Mendenhall Court, Suite B, Columbia, MD 21045, Attn: Dante Gamble, dante\_gamble@hcpss.org, (410) 313-7627, on a quarterly basis.

**F. INVOICES**

1. Invoices should be sent in triplicate to the Howard County Public School System, Accounting Services, 10910 Clarksville Pike, Ellicott City, MD 21042.

**G. DELIVERY HOURS**

1. Delivery hours shall be between 9:00 A.M. to 3:00 P.M. except Saturday, Sunday and Holiday hours.

**H. ORDER CANCELLATIONS**

1. Orders may be cancelled without penalty to Howard County Public School system if delivery is not made within 60 days.

**I. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD**

1. Upon completion of a Contract or at any time during the contract, the awarded contractor may receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file.
2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, and Compliance.
3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 60% or less overall evaluation scorecard rating (after any appeals or adjustments) for a project will be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.
5. A sample of this Contractor Performance Score card is included in this document (see Exhibit C).

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

FEMININE HYGIENE DISPENSERS AND SUPPLIES

BID #042.22.B4

**SPECIFICATIONS**

The Howard County Public School System (HCPSS) Request your Bid for Feminine Hygiene Dispensers and supplies as described below in order to be in compliance with the new Maryland Feminine Hygiene law requirements for county school systems. The Maryland General Assembly passed legislation on July 1, 2021, requiring public schools to provide menstrual hygiene products via dispensers in school restrooms at no cost to students. HCPSS wishes to award a contract to a vendor for the initial purchase of 196 Feminine Hygiene Dispensers, 234,000 Regular Tampax Tampons (T500) and 156,000 Maxithin-Maxipads (MT-4). All prices will remain fixed for the first year of the contract. Additional quantities will be ordered on an as need basis for the remainder of the contract Period.

**Please Note:** The first initial order for this contract is expected to be placed as soon as the contract is approved by our Board of Directors around July 15, 2022. The required delivery date would be August 15, 2022 (see the Special Terms and Conditions for further details)

**I. Feminine Hygiene Dispenser Specifications**

1. Evogen Dual Feminine Hygiene Dispenser (EV1-Free) - or Approved Equal
2. Wall mounted
3. White Metal
4. ADA compliant push button dispense
5. Front loading on the door for fast restocking
6. Empty indicator lights (uses one 9-volt battery-included)
7. Free dispensing of both sanitary napkins and tampons
8. Dispenses (14) size #4 Box Sanitary Napkins & (22) Tampons
9. Adjustable tampon channel to accommodate future product opportunities
10. Overall Dimensions: 14"W X 26"H X 5-5/8"D (may vary slightly)
11. Factory programmed delay to reset the push button that discourages abuse and over dispensing.

**II. Feminine Hygiene Dispenser Supplies Specifications**

**A. Tampons in Vending Tubes**

1. Original regular Tampax Tampons (T500) – or Approved Equal
2. Individually wrapped and in vending tube
3. Color- white
4. For use in vending machines
5. Qty Per Layer – 8
6. Packaged 500/case

**B. Maxi Pads packaged for use in the Vending Machine**

1. Maxithins – Maxi Pads (MT-4) – or Approved Equal
2. Maxi Sanitary Napkin in No. 4 box
3. For use in vending machines
4. Color – white
5. Qty Per Layer – 8
6. Packaged 250/case

All Menstrual Hygiene products shall be size appropriate and packaged and ready to be loaded and work with the dispensing machines.



**II. COMPANY INFORMATION**

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

**III. CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

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

Name _____	Title _____
Address _____	Phone _____
_____	Fax _____
Contact Persons e-mail: _____	Cellular _____
_____	

**IV. RECEIPT OF ADDENDA**

Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>

**V. SURVEY**

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N) _____	Contractor: _____
Ad House: Name of Ad House _____	Other: _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**BID SIGNATURE SHEET**

**A. Bidder's Certification**

1. I/we hereby propose to furnish and deliver supplies and 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 Lumber 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 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 Legal Name)

---

(street address)

---

(city, state and zip)

---

(telephone number)

---

(person authorized to sign bids)

---

(title of authorized representative)

---

(signature of authorized representative)

---

(E-mail Address for authorized representative)

---

(Date)

---

**CHECK LIST FOR BID SUBMISSION**

\_\_\_\_\_ Bid Price Sheet and Signature Page  
\_\_\_\_\_ Signed Affidavit (Appendix E)  
\_\_\_\_\_

**BID ENVELOPE PREPARATION**

1. Bidders shall supply all data required on the enclosed bid forms. Firms are hereby advised that failure to use or fully complete the Howard County Public Schools Bid Forms as defined herein for the submission of Bids may result in their submittal being determined to be technically non-responsive.
- 2 Bid proposals must be submitted via e-mail in accordance with the instructions on the Invitation to Bid. Bidder must identify on their e-mail their Company name, Bid number and Bid title.
- 3 Proposals must be neat, legible, and signed by an authorized officer of the company. The person signing the bid must initial erasures or changes to the forms. Blank spaces must be filled in either ink or typewritten. Lines left blank will be considered a zero cost.
- 4 Any bid proposal received after the time and date specified, or at a different location or submission method than specified in this document, will not be opened, or given any consideration.

**END OF FORM**

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

10910 Route 108, Ellicott City, Maryland 21042

(410) 313-6600 web site: [www.hcpss.org](http://www.hcpss.org)

Sydney L. Cousin, Superintendent

**SCHOOL**

**Elementary** (Grades K-5)

	<b>PHONE</b>	<b>PRINCIPAL</b>
Atholton, 6700 Seneca Dr., Columbia 21046	(410)313-6853	Heidi Balter
Bellows Spring, 8125 Old Stockbridge Dr., Ellicott City 21043	(410)313-5057	Jacqueline Klamerus
Bollman Bridge, 8200 Savage-Guilford Rd., Jessup 20794	(410)880-5920	Jonathan Davis
Bryant Woods, 5450 Blue Heron Ln., Columbia 21044	(410)313-6859	Chanel Morris
Bushy Park, 14601 Carrs Mill Rd., Glenwood 21738	(410)313-5500	Debbie Jagoda
Centennial Lane, 3825 Centennial Ln., Ellicott City 21042	(410)313-2800	Brad Herling
Clarksville, 12041 Route 108, Clarksville 21029	(410)313-7050	Kaye Breon
Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044	(410)313-6866	David Lerner
Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045	(410)313-7601	Jason McCoy
Dayton Oaks, 4691 Ten Oaks Rd, Dayton 21036	(410)313-1571	Kimberlyn Pratesi
Deep Run, 6925 Old Waterloo Rd., Elkridge 21075	(410)313-5000	Tricia McCarthy
Elkridge, 7075 Montgomery Rd., Elkridge 21075	(410)313-5006	Diane Mumford
Forest Ridge, 9550 Gorman Rd., Laurel 20723	(410)880-5950	Anne Swartz
Fulton, 11600 Scaggsville Rd., Fulton 20759	(410)880-5957	Karen Moore-Roby
Gorman Crossing, 9999 Winter Sun Rd., Laurel 20723	(410)880-5900	Corita Oduyoye
Guilford, 7335 Oakland Mills Rd., Columbia 21046	(410)880-5930	Genee Varlack
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5890	Judith Bland
Hollifield Station, 8701 Stonehouse Dr., Ellicott City 21043	(410)313-2550	Lisa Booth
Ilchester, 4981 Ilchester Rd., Ellicott City 21043	(410)313-2524	David Adelman
Jeffers Hill, 6000 Tamar Dr., Columbia 21045	(410)313-6872	Pat Shifflett
Laurel Woods, 9250 N. Laurel Rd., Laurel 20723	(410)880-5960	Susan Brown
Lisbon, 15901 Frederick Rd., Woodbine 21797	(410)313-5506	Jayne Diggs
Longfellow, 5470 Hesperus Dr., Columbia 21044	(410)313-6879	Pamela Akers
Manor Woods, 11575 Frederick Rd., Ellicott City 21042	(410)313-7165	James Weisner
Northfield, 9125 Northfield Rd., Ellicott City 21042	(410)313-2806	Becky Straw
Phelps Luck, 5370 Oldstone Court, Columbia 21045	(410)313-6886	Sean Martin
Pointers Run, 6600 S. Trotter Rd., Clarksville 21029	(410)313-7142	Darlene Fila
Rockburn, 6145 Montgomery Rd., Elkridge 21075	(410)313-5030	Lauren Bauer
Running Brook, 5215 W. Running Brook, Columbia 21044	(410)313-6893	Troy Todd
St. John's Lane, 2960 St. John's Ln., Ellicott City 21042	(410)313-2813	Vicky Sarro
Stevens Forest, 6045 Stevens Forest Rd., Columbia 21045	(410)313-6900	Ron Morris
Swansfield, 5610 Cedar Ln., Columbia 21044	(410)313-6907	Molly Ketterer
Talbott Springs, 9550 Basket Ring Rd., Columbia 21045	(410)313-6915	Nancy Thompson
Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045	(410)313-6922	John Birus
Triadelphia Ridge, 13400 Triadelphia Rd., Ellicott City 21042	(410)313-2560	Margaret Dumler
Veterans, 4355 Montgomery Road, Ellicott City 21043	(410)313-1700	Bob Bruce
Waterloo, 5940 Waterloo Rd., Columbia 21045	(410)313-5014	Susan Webster
Waverly, 10220 Wetherburn Rd., Ellicott City 21042	(410)313-2819	Kathy Jacobs
West Friendship, 12500 Frederick Rd., W. Friendship 21794	(410)313-5512	Carol Hahn
Worthington, 4570 Roundhill Rd., Ellicott City 21043	(410)313-2825	Katherine Orlando

**Middle** (Grades 6-8)

Bonnie Branch, 4979 Ilchester Rd., Ellicott City 21043	(410)313-2580	Carolyn Jameson
Burleigh Manor, 4200 Centennial Ln., Ellicott City 21042	(410)313-2507	Claire Hafets
Clarksville, 6535 S. Trotter Rd., Clarksville 21029	(410)313-7057	Melissa Shindel
Cradlerock Upper, 6700 Cradlerock Way, Columbia 21045	(410)313-7601	Jennifer Peduzzi
Dunloggin, 9129 Northfield Rd., Ellicott City 21042	(410)313-2831	Cherolyn Jones
Elkridge Landing, 7085 Montgomery Rd., Elkridge 21075	(410)313-5040	Gina Stokes
Ellicott Mills, 4445 Montgomery Rd., Ellicott City 21043	(410)313-2839	Michael Goins
Folly Quarter, 13500 Triadelphia Rd., Ellicott City 21042	(410)313-1506	Richard Wilson, Jr.
Glenwood, 2680 Route 97, Glenwood 21738	(410)313-5520	David Brown
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5830	Kerry McGowan
Harper's Choice, 5450 Beaverkill Rd., Columbia 21044	(410)313-6929	Restia Whitaker
Lime Kiln, 11650 Scaggsville Road, Fulton 20759	(410)880-5988	Scott Conroy
Mayfield Woods, 7950 Red Barn Way, Elkridge 21075	(410)313-5022	JoAnn Hutchens
Mount View, 12101 Woodford Dr., Marriottsville 21104	(410)313-5545	Kathy McKinley
Murray Hill, 9989 Winter Sun Rd., Laurel 20723	(410)880-5897	Donyall Dickey
Oakland Mills, 9540 Kilimanjaro Rd., Columbia 21045	(410)313-6937	Shiney John
Patapsco, 8885 Old Frederick Rd., Ellicott City 21043	(410)313-2848	Cindy Dillon
Patuxent Valley 9151 Vollmerhausen Rd. Jessup, 20794	(410)880-5840	Robert Motley
Wilde Lake, 10481 Cross Fox Ln., Columbia 21044	(410)313-6957	Tom Saunders

**High** (Grades 9-12)

Atholton, 6520 Freetown Rd., Columbia 21044	(410)313-7065	Jennifer Clements
Centennial, 4300 Centennial Ln., Ellicott City 21042	(410)313-2856	Carl Perkins
Glenelg, 14025 Burntwoods Rd, Glenelg 21737	(410)313-5528	Karl Schindler
Hammond, 8800 Guilford Rd, Columbia 21046	(410)313-7615	Marcy Leonard
Howard, 8700 Old Annapolis Rd., Ellicott City 21043	(410)313-2867	Gina Massella
Long Reach, 6101 Old Dobbin Ln., Columbia 21045	(410)313-7117	David Burton
Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104	(410)313-5568	Adrian Kaufman
Mt. Hebron, 9440 Route 99, Ellicott City 21042	(410)313-2880	Scott Ruehl
Oakland Mills, 9410 Kilimanjaro Rd., Columbia 21045	(410)313-6945	Frank Eastham
Reservoir 11550 Scaggsville Rd., Fulton 20759	(410)888-8850	Patrick Saunderson
River Hill, 12101 Route 108, Clarksville 21029	(410)313-7120	Nick Novak
Wilde Lake, 5460 Trumpeter Rd., Columbia 21044	(410)313-6965	James LeMon

**Special Schools**

Applications & Research Lab, 10920 Rt 108, Ellicott City 21042	(410)313-6998	Ed Evans
Cedar Lane, 11630 Scaggsville Rd., Fulton 20759	(410)888-8800	Paul Owens
Homewood Center, 10914 Route 108, Ellicott City 21042	(410)313-7081	Tina Maddox

## APPENDIX E

### AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit 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 firm (the "Firm") \_\_\_\_\_ 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 or 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 ~ 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 involved, their position with the firm, and the sentence or disposition of the charge.

---

(You may attach any explanation 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 is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County 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 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 judgment 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 Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

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

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

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

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

Contractor's No. \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Title) (Date)

\_\_\_\_\_  
(Printed)

In the presence of \_\_\_\_\_  
(Witness) (Date)

OR:

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

We are/I am licensed to do business in the State of Maryland as a:

Corporation       Partnership       Individual       Other

# Exhibit C

## HOWARD COUNTY PUBLIC SCHOOLS CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of the contract or at any time during the contract, the awarded HCPSS contractor may receive a performance evaluation scorecard rating the contractor's performance. The evaluation scorecard will be completed by the contract manager and become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 60% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Contract/Bid Number: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Department: \_\_\_\_\_

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

**HOW SATISFIED.** Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the contract. There are no right or wrong answers; just tell us how you feel.

**A contractor receiving a 60% or less overall evaluation scorecard rating may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.**

Satisfaction with the contractor's performance:

**Highly  
Dissatisfied**

**Highly  
Satisfied**

1. **Quality of Work.** The contractor's ability to do the job right the first time.

1 2 3 4 5 6 7 8 9 10 N/A

2. **Responsiveness.** The contractor's ability to adapt to changes and meet unusual needs.

1 2 3 4 5 6 7 8 9 10 N/A

3. **Professionalism.** The courtesy and standards of conduct maintained by the contractor and his or her employees.

1 2 3 4 5 6 7 8 9 10 N/A

4. **Resources.** The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job.

1 2 3 4 5 6 7 8 9 10 N/A

5. **Schedule Management.** The contractor's ability to show up when



## Exhibit C

### HOWARD COUNTY PUBLIC SCHOOLS CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

scheduled and complete the work on time.	1	2	3	4	5	6	7	8	9	10	N/A
6. <b>Quality Control.</b> The contractor's ability to identify problems and deficiencies before you do.	1	2	3	4	5	6	7	8	9	10	N/A
7. <b>Deficiency Resolution.</b> The contractor's ability to rapidly correct deficiencies in his or her work.	1	2	3	4	5	6	7	8	9	10	N/A
8. <b>Submittal Management.</b> The contractor's ability to provide submittals In a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9. <b>Training.</b> The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10. <b>Appearance.</b> The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11. <b>Security.</b> The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12. <b>Safety.</b> The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13. <b>Utility Conservation.</b> The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14. <b>Disruptions.</b> The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16. <b>Quality of Materials.</b> The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17. <b>Emergency Response.</b> The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18. <b>Hazardous Materials.</b> The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19. <b>Innovation.</b> The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20. <b>Teamwork.</b> The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21. <b>Cost Management.</b> The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22. <b>Billing.</b> The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23. <b>Compliance.</b> The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A

