



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

INVITATION TO BID

PHYSICAL EDUCATION SUPPLIES BID #065.23.B4

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Physical Education Supplies, Bid #065.23.B4

The Howard County Public School System requests your bid for Physical Education Supplies to be utilized at designated schools within the School System.

The Bid documents may be obtained on **January 25, 2023** at the Howard County Department of Education, Purchasing Office, 10910 Rt. 108, Ellicott City, MD 21042 or online at www.hcpss.org/about-us/purchasing/current-bids/.

All questions shall be directed, in writing, no later than **2:00 PM February 9, 2023** to the Purchasing Specialist, Robert Gill, 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", "Physical Education Supplies" "Bid #065.23.B4". **Bidders must identify in the e-mail title the bid number and bid title.**

Bid must be in their entirety (all pages), in PDF format no later than **February 21, 2023 at 10:00 A.M.** 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. Please note that the Bids and Proposal e-mail address should not be used for any other purpose other than to forward your proposals on the day that the bids are due. This is not to be used for questions or other communication purposes. Please contact the Purchasing Specialist, Robert Gill at robert_gill@hcpss.org for any questions or communications. Do not copy the Purchasing Specialist with your proposals. Proposals must only be sent Bids and Proposals e-mail address.

Late submittals will not be considered. It is the responsibility of each bidder to ensure that its submittal is delivered to the proper place and method 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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THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid For: Physical Education Supplies

Bid Number: 065.23.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 emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

We must offer a "No Bid" at this time because:

_____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

_____ 2. We do not feel we can be competitive.

_____ 3. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.

_____ 4. We do not wish to do business with Howard County Public School System. Our objections are:

_____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.

_____ 6. Other: _____

January 25, 2023

Issue Date

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

SEALED BID FOR:	Physical Education Supplies
BID NUMBER:	065.23.B4
PRE-BID DATE:	N/A
PRE-BID TIME:	N/A
PRE-BID LOCATION:	N/A
LAST DATE & TIME FOR QUESTIONS:	February 9, 2023 at 2:00 PM in writing Submit To: Robert Gill at robert_gill@hcpss.org
BID OPENING DATE:	February 21, 2023
BID OPENING TIME:	10:00 AM
BUYER:	Robert Gill, email: robert_gill@hcpss.org phone: 410-313-4584

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

PHYSICAL EDUCATION SUPPLIES

BID #065.23.B4

I. INSTRUCTION TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be 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 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, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Buyer in the Purchasing issuing Office listed below in writing by the last day for questions date listed in the Invitation to bid cover page, allowing sufficient time for a reply in the form of an addendum.

B. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Robert Gill
(410) 313-4584
robert_gill@hcpss.org

- b) The Issuing Office Purchasing Buyer above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Bid. Under no circumstances are vendors, including third party vendors or their staffs, to contact other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

C. DUE DATE AND TIME

1. One Original Bid must be submitted electronically via e-mail per the instructions by the time, date and location 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.

2. LATE BIDS CANNOT BE ACCEPTED. Any bids received after the time and date specified, or by a different method or location will not be opened or given any consideration. HCPSS recommends against the delivery by hand, by mail or delivery services. Bids delivered to the central mailroom, front desk, or the purchasing Office will not be considered. All Bids must be submitted electronically in accordance with the instructions on the Invitation to Bid.

D. 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 to confirm that it specifically identifies that the Administrative/Central offices are closed

E. 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/.
2. It is the bidder's sole responsibility to monitor the Purchasing web site to ensure that they downloaded any posted addenda or documents prior to submitting their bid and duly acknowledge receipt of said addenda on the proper bid form. It is highly recommended that the submitting bidder ascertain if they have downloaded all the addend posted prior to the closing date. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.

F. 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.

G. WITHDRAWAL OF BIDS

1. Bids may be withdrawn if 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.

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

I. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
 - Federal Tax ID: 52-6000968
 - Maryland Sales Tax: 30001219
 - Federal Excise Tax: 52-73-0257K

J. 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.

K. 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.

L. 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.

M. BRAND NAME OR EQUAL

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive, 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. 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.
3. 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.

N. BID ACCEPTANCE

1. Unless otherwise stated by the bidder in his bid, prices offered will be considered to allow one hundred twenty (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.

O. BIDDER QUALIFICATION

1. Bidders must be authorized distributors and have no less than three years experience representing the 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. Bidders must also be able to demonstrate the ability to provide items within the category(ies) bid to the Howard County Public School System within the specified delivery time.
2. 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 bidders capabilities and responsibility. 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.
3. **References from a minimum of three different school systems are required. (See "References" section on Bid Price Sheet).**

P. SIGNATURE TO BID

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

Q. OPENING PROCEDURES

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

R. BASIS FOR AWARDING BIDS

1. It is the intent of The Howard County Public School System to award by category to the lowest responsive bidder(s) meeting specifications offering the highest "Discount Off of List" and lowest pricing relative to the Price List. The Howard County Public School System retains the right to award multiple vendors, item-by-item, group-by-group, in full, or to make no award at all.
2. It is the Howard County Public School Systems intent to award to three (3) or more vendors.
3. The Howard County Department of Education 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.

II. TERMS AND CONDITIONS

A. INTENT

1. It is the intent of this bid to establish a contract(s) with a vendor(s) to provide physical education supplies to satisfy annual requirements at various schools in the Howard County Public School System. Bidding shall be in accordance with the Terms and Conditions and specifications of the Howard County Public School System.

B. QUOTATIONS

1. No proposal shall be considered which contains 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.
2. Quotations on the attached proposal page must represent a discount structure. The discount would be applied to a published price listing; i.e. manufacturer's regularly published catalogs/website and would be used to compute the price charged to the Howard County Public Schools. **Two (2) copies of the published catalog/price list must accompany your bid response.**
3. List pricing may be revised with updating catalogs, however, the discount applied shall remain the same for the term of the contract. Revised price listing is subject to approval from the Purchasing Office. Requests for approval of revised price listing shall be in writing 30 days prior to contract expiration and shall be accompanied with two copies of the proposed price listing. **Contractor shall be responsible for forwarding two (2) updated catalogs/price list to all schools.**

4. **In the calculation of discounts offered, bidders must take into consideration FOB Destination (inside) delivery terms, exclusion of all taxes, and any cost factors relative to the performance of the contract. Price discount shall include inside delivery to all school locations.**

C. PRICE

1. Prices shall be all inclusive and shall include inside delivery costs to Howard County Public School System locations.

D. 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 this bid document, attachments, terms and Conditions, General Provisions, addendums and all associated documents or any extraneous matter incorporated by reference will be applicable to any contract(s) awarded as a result of this invitation to bid.

E. CONTRACT AWARD

1. Unless otherwise stated in the bidding document the contract award will be made by the Board of Education to the lowest responsive and responsible bidder(s) who conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors.
2. In the event of tie bids where all factors are equal, award shall be made to the Howard County bidder, the out of county bidder but incorporated in Maryland, and the bidder not incorporated in the state of Maryland, in that order of preference. If bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
3. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

F. 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.

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. 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.

I. FUNDING

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

J. 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 Buyer 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. 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.
3. 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.
4. Price increase requests will not be considered if not accompanied with the proper information.

K. 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.

L. SPECIFICATIONS

1. Bidders offering items other than those specified must state the product name and manufacturer and, as well, submit detailed technical specifications for each item. All data submitted must contain sufficient information to facilitate equating the offer.
2. Failure to submit the above required information may result in rejection of the item.

M. PROPOSED SUBSTITUTIONS

1. Bidders bidding on a substitute MUST submit product literature prior to bid due date or with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports,

brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Bids received for items without the required literature will not be considered responsive.

2. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal, and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

N. LIST PRICE CATALOG/WEBSITE

1. Bidders shall submit with their Bid Price Sheet (if applicable) 2 copies of the most recently published catalog/website or supplements thereto, along with a percentage discount off the list price offered to The Howard County Public School System for the term of the contract. The discount offered shall be submitted by category with the Bid Price Sheet. The catalog/website must be the most recent standard publication, easily accessible and offered to all.
2. It is anticipated that the catalog submitted with this bid may be superseded by a new catalog showing new prices during the term of this contract. The catalog/website discounts submitted with this bid shall be considered firm for the entire contract term.

O. PRODUCT ADJUSTMENTS

1. Information on product upgrades/updates and/or discontinued product shall be forwarded to the Purchasing Department, 10910 Route 108, Ellicott City, MD 21044, on a quarterly basis.

P. QUANTITIES

1. It is anticipated that HCPSS will purchase approximately \$150,000 worth of Physical Education Supplies annually. This quantity is an estimate only and is not to be construed as actual quantities to be ordered. 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.

Q. 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.

R. SAMPLES

1. When requested, samples shall be delivered to the Howard County Department of Education prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of bidder, date of bid opening, bid number, and item number. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery of samples shall be to: The Howard County Public School System, Attn: Purchasing, 10910 Route 108, Ellicott City, Maryland 21042.
2. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).

3. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
4. 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.

S. 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. Minimum order amount for each order shall be \$25.00.

T. BILLING AND PAYMENT

1. The contractor shall submit invoices to the Howard County Department of Education, (Name of School/Department), 10910 Rt. 108, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. 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

U. DELIVERY

1. Delivery shall be made **INSIDE** to the requested Howard County Public School destination on the purchase order between 9:00 A.M. and 3:00 P.M., Monday through Friday, except school holidays. Prices are to include all freight and inside delivery charges. Attached is a list of school delivery locations. The Howard County Public School System's 2016/2017 calendar can be found on the hcpss.org website.
2. Upon delivery, the school system's personnel shall have the right to inspect and reject any items that are damaged or, in their opinion, do not conform to items actually ordered. Rejection may be at time of, or after, delivery. The vendor shall be required to remove rejected items within 72 hours of notification at no additional cost to the HCPSS and shall be required to replace such items within fourteen (14) days of notification at no cost to The Howard County Public School System.
3. Prices are to include all freight, delivery and fuel surcharges.
4. The Howard County Public School System reserves the right to order awarded items as needed throughout the contract year at no additional charge to the school system.
5. Orders are to be delivered in full within 20 days from receipt of order unless stated otherwise on the purchase order.

V. LABELING

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

- W. DAMAGE
1. Successful bidders will be held responsible for, and be required to make good at their own expense, any and all damage done or caused by the bidder or by their employees while executing the contract.
- X. MATERIAL SAFETY DATA SHEETS
1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System
Insurance & Safety
10910 Clarksville Pike
Ellicott City, MD 21042
 2. MSDS must show the contract number under which the products were supplied or used.
- Y. ASBESTOS, HAZARDOUS OR TOXIC SUBTANCES
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.
- Z. PERFORMANCE REQUIRMENTS
1. All items are to be UL tested.
 2. 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.
- AA. TERMINATION FOR DEFAULT
1. When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the contractor up to the date of termination. 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
- BB. 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.

CC. HCPSS CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager for any resulting contract is Mr. Eric Bishop, Coordinator of Health and Physical Education, (410) 313-7150. Mr. Bishop will be responsible for the day-to-day administration of the contract after award.

DD. 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 CONTRACTOR INFORMATION sheet for these individuals.

EE. 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.

FF. 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.
3. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.

GG. 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.

HH. 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.

II. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
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.
4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history

records checks have been conducted and that each employee complies with the requirements.

JJ. 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.

KK. 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.

LL. 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 bidder's 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, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name and address of the protester
 - b) Appropriate identification of the bid
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - d) Suggested remedy(ies)

MM. WARRANTY

1. All products shall carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications from the date of acceptance. The contractor further agrees that the products or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products or services 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.

NN. 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.

OO. 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.

PP. SIGN-IN REQUIRED AT HCPSS BUILDINGS

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site upon arrival for assigned games. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

QQ. BEHAVIOR OF CONTRACTOR EMPLOYEES

Howard County Public School System (HCPSS) is committed to providing a work And study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS,

whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also ensure that all or their representatives 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.

RR. NON-COLLUSION

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

SS. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.
2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the Service or project within the proposed contract schedule.

TT. NON-DISCRIMINATION IN EMPLOYMENT

1. The HCPSS does not discriminate on the basis of race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410-313-6654.

UU. MARYLAND LAW PREVAILS

1. The provisions of this contract shall be governed by the laws of Maryland.

VV. MARYLAND MARKETPLACE (eMMA) Requirement

1. The Maryland State law requires Howard County Public Schools to Publish notice of Procurement solicitations and awards on eMaryland Marketplace Advantage (eMMA). The requirement extends only to contracts procured through competitive sealed bidding, competitive sealed proposals, noncompetitive negotiations, and procurements whose value equals or exceeds that for State contracts that must be published on eMMA. Bidders on this solicitation and any future solicitation posted on eMMA are now required to register as a vendor/contractor with eMMA at <https://procurement.maryland.gov>. If you are not already registered with eMMA please do so prior to submitting your bid. It is required that you provide your eMMA contractor number on the price page form when you submit your proposal. Registration with eMMA is free. If you have any questions or need assistance, contact their help desk at emma.helpdesk@maryland.gov or call (410)767-1492.

III. SPECIFICATIONS

A. DISCOUNTS

1. The HCPSS is looking for a percentage discount per category to apply to the Bidders most recently published standard catalog/website price list available to all.
2. Bidders shall determine on the Bid Price Sheet their discounts and how the discount(s) provided will apply per category to the products in the Bidders catalog/website.
3. Bidders must submit detailed information on their company letterhead explaining how the discount(s) provided applies to their most recently published catalog/website price list. Bidders shall determine if a discount(s) applies to the entire catalog or sections of the catalog.

B. CATALOG/WEBSITE

1. Bidders shall provide with their bid (2 copies) of the most recently published product catalog and product price list (if applicable) and/or the name of their company website where product information and pricing can be easily accessed. The Bidders company website information must be provided if the most recently published product catalog including price list is unavailable.
2. Product information and pricing must be easily accessible via the Bidders product catalog or website. Failure to provide the product catalog or website information may cause rejection of the bid.
3. All prices shall include freight, inside delivery and fuel surcharges.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
 10910 Clarksville Pike, Ellicott City, Maryland 21042
 (410) 313-6600 web site: www.hcpss.org
 Michael Martirano, Superintendent

SCHOOL	PHONE	SECRETARY
Elementary (Grades K-5)		
Atholton, 6700 Seneca Dr., Columbia 21046	(410)313-6853	Lauren Rhue
Bellows Spring, 8125 Old Stockbridge Dr., Ellicott City 21043	(410)313-5057	Brandy Valentine
Bollman Bridge, 8200 Savage-Guilford Rd., Savage 20763	(410)880-5920	Judy Wolf
Bryant Woods, 5450 Blue Heron Ln., Columbia 21044	(410)313-6859	Gay Cornwell
Bushy Park, 14601 Carrs Mill Rd., Glenwood 21738	(410)313-5500	Kim Athey
Centennial Lane, 3825 Centennial Ln., Ellicott City 21042	(410)313-2800	Jennifer Williams
Clarksville, 12041 Clarksville Pike, Clarksville 21029	(410)313-7050	Julia Blalock
Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044	(410)313-6866	Jennifer Aballo
Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045	(410)313-7610	Nicole Nicholson
Dayton Oaks, 4691 Ten Oaks Rd, Dayton 21036	(410)313-1571	Judi Sharp
Deep Run, 6925 Old Waterloo Rd., Elkridge 21075	(410)313-5000	Judy Kelly
Ducketts Lane, 6501 Ducketts Lane, Elkridge 21075	(410)313-5050	Teresa Canter
Elkridge, 7075 Montgomery Rd., Elkridge 21075	(410)313-5006	Keri Ekert
Forest Ridge, 9550 Gorman Rd., Laurel 20723	(410)880-5950	Chris Traini
Fulton, 11600 Scaggsville Rd., Fulton 20759	(410)880-5957	Danise McEaney
Gorman Crossing, 9999 Winter Sun Rd., Laurel 20723	(410)880-5900	Christina Parater
Guilford, 7335 Oakland Mills Rd., Columbia 21046	(410)880-5930	Chandra Hines
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5890	Deanna Godbout
Hanover Hills, 7030 Banbury Drive, Hanover 21076	(410)313-8066	Alicia Brackney
Hollifield Station, 8701 Stonehouse Dr., Ellicott City 21043	(410)313-2550	
Ilchester, 4981 Ilchester Rd., Ellicott City 21043	(410)313-2524	Cathy Pryor
Jeffers Hill, 6000 Tamar Dr., Columbia 21045	(410)313-6872	Angie Bright
Laurel Woods, 9250 N. Laurel Rd., Laurel 20723	(410)880-5960	Juliette Metakes
Lisbon, 15901 Frederick Rd., Woodbine 21797	(410)313-5506	Chrissie Johnson
Longfellow, 5470 Hesperus Dr., Columbia 21044	(410)313-6879	Michelle Bennett
Manor Woods, 11575 Frederick Rd., Ellicott City 21042	(410)313-7165	Jennifer Young
Northfield, 9125 Northfield Rd., Ellicott City 21042	(410)313-2806	Theresa Tranter
Phelps Luck, 5370 Oldstone Court, Columbia 21045	(410)313-6886	Cindy Dolan
Pointers Run, 6600 S. Trotter Rd., Clarksville 21029	(410)313-7142	Deb McKee
Rockburn, 6145 Montgomery Rd., Elkridge 21075	(410)313-5030	Donna Miller
Running Brook, 5215 W. Running Brook, Columbia 21044	(410)313-6893	Lakesha Ott
St. John's Lane, 2960 St. John's Ln., Ellicott City 21042	(410)313-2813	Kathy Newberry
Stevens Forest, 6045 Stevens Forest Rd., Columbia 21045	(410)313-6900	Julie Crocamo
Swansfield, 5610 Cedar Ln., Columbia 21044	(410)313-6907	Pleshette Johnson
Talbott Springs, 9550 Basket Ring Rd., Columbia 21045	(410)313-6915	Lauran Hoffman
Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045	(410)313-6922	Laura Nichols
Triadelphia Ridge, 13400 Triadelphia Rd., Ellicott City 21042	(410)313-2560	Carolyn Toland
Veterans, 4355 Montgomery Road, Ellicott City 21043	(410)313-1700	Youmi Jun
Waterloo, 5940 Waterloo Rd., Columbia 21045	(410)313-5014	Karen Visco
Waverly, 10220 Wetherburn Rd., Ellicott City 21042	(410)313-2819	Cindi Deckman
West Friendship, 12500 Frederick Rd., W. Friendship 21794	(410)313-5512	Penny Smith
Worthington, 4570 Roundhill Rd., Ellicott City 21043	(410)313-2825	Carmelita Taylor

Middle (Grades 6-8)

Bonnie Branch, 4979 Ilchester Rd., Ellicott City 21043	(410)313-2580	Mayra Osario
Burleigh Manor, 4200 Centennial Ln., Ellicott City 21042	(410)313-2507	Lisa Peddicord
Clarksville, 6535 S. Trotter Rd., Clarksville 21029	(410)313-7057	Kim Caldwell
Dunloggin, 9129 Northfield Rd., Ellicott City 21042	(410)313-2831	Kimberly Walley
Elkridge Landing, 7085 Montgomery Rd., Elkridge 21075	(410)313-5040	Shanna Hadel
Ellicott Mills, 4445 Montgomery Rd., Ellicott City 21043	(410)313-2839	Christine Borden
Folly Quarter, 13500 Triadelphia Rd., Ellicott City 21042	(410)313-1506	Gillian Bradley
Glenwood, 2680 Route 97, Glenwood 21738	(410)313-5520	Sandy Harrison
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5830	Jacqueline Frieson
Harper's Choice, 5450 Beaverkill Rd., Columbia 21044	(410)313-6929	Debbie Gordon
Lake Elkhorn, 6700 Cradlerock Way, Columbia 21045	(410)313-7600	Christina Bradshaw
Lime Kiln, 11650 Scaggsville Road, Fulton 20759	(410)880-5988	
Mayfield Woods, 7950 Red Barn Way, Elkridge 21075	(410)313-5022	Liz Quattrone
Mount View, 12101 Woodford Dr., Marriottsville 21104	(410)313-5545	Mary Anne Emery
Murray Hill, 9989 Winter Sun Rd., Laurel 20723	(410)880-5897	Anne Wilhelm
Oakland Mills, 9540 Kilimanjaro Rd., Columbia 21045	(410)313-6937	Rena Hudson
Patapsco, 8885 Old Frederick Rd., Ellicott City 21043	(410)313-2848	Sherry Brengle
Patuxent Valley 9151 Vollmerhausen Rd. Savage 20763	(410)880-5840	Leslie Ramis
Thomas Viaduct 7000 Banbury Drive, Hanover, 21076	(410)313-8711	Polly Weber
Wilde Lake, 10481 Cross Fox Ln., Columbia 21044	(410)313-6957	Heather Godwin

High (Grades 9-12)

Atholton, 6520 Freetown Rd., Columbia 21044	(410)313-7065	Sherri Whitsett
Centennial, 4300 Centennial Ln., Ellicott City 21042	(410)313-2856	Laurie Berryman
Glenelg, 14025 Burntwoods Rd, Glenelg 21737	(410)313-5528	Tenille Wagoner
Hammond, 8800 Guilford Rd, Columbia 21046	(410)313-7615	Tammy Blossom
Howard, 8700 Old Annapolis Rd., Ellicott City 21043	(410)313-2867	Sonia D'Urbano
Long Reach, 6101 Old Dobbin Ln., Columbia 21045	(410)313-7117	
Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104	(410)313-5568	Lori Miller
Mt. Hebron, 9440 Route 99, Ellicott City 21042	(410)313-2880	Renee Rocheleau
Oakland Mills, 9410 Kilimanjaro Rd., Columbia 21045	(410)313-6945	Janice Brown
Reservoir 11550 Scaggsville Rd., Fulton 20759	(410)888-8850	Linda Ruiz Rojas
River Hill, 12101 Clarksville Pike, Clarksville 21029	(410)313-7120	Karina Carr
Wilde Lake, 5460 Trumpeter Rd., Columbia 21044	(410)313-6965	April Richeson

Special Schools

High School 13		Cindy Jaksec
Applications & Research Lab, 10920 Clarksville Pike, Ellicott City 21042	(410)313-6998	Kathy Benton
Cedar Lane, 11630 Scaggsville Rd., Fulton 20759	(410)888-8800	Pam Torgerson
Homewood Center, 10914 Clarksville Pike, Ellicott City 21042	(410)313-7081	Suzi Coughlan

Ascend One, 8930 Stanford Blvd., Ste. 201, Columbia 21045	(410)313-6876	
Building Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-7084	
Custodial Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-2595	
Dept. of Education, 10910 Clarksville Pike, Ellicott City 21042	(410)313-6600	
Grounds, 8800 Ridge Road, Ellicott City 21043	(410)313-2577, 2578 & 2579	
Warehouse, 9645 Gerwig Lane, Columbia 21046	(410)313-7627	

** Please note that HCPSS reserves the right to add or subtract school and property locations as needed.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

PHYSICAL EDUCATION SUPPLIES

BID #065.23.B4

BID PRICE SHEET

Bidder: _____

Date: _____

Mr. Robert Gill, CPPB, CPPO
Howard County Public School System, Purchasing
10910 Route 108
Ellicott City, MD 21042

The undersigned hereby submits a bid price to furnish and deliver the items as set forth in Bid #065.23.B4. The entire bid document including The Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

I. PRICE

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:

The Howard County Public School System may take the % discounts listed below from the most recently published Catalog/Website Price list.

ITEM #	PRODUCT CATEGORY	% DISCOUNT	LIST APPLICABLE CATALOG/WEBSITE
1.	Activity Balls		
2.	Archery		
3.	Badminton		
4.	Basketball		
5.	Bowling		
6.	Equipment Carriers		
7.	Fencing		
8.	Fitness Equipment		
9.	Fitness Tracking Devices		
10.	Frisbee (Ultimate)		
11.	Football		
12.	Golf		
13.	Gymnastic/Tumbling		
14.	Hockey, Field		
15.	Hockey, Floor		
16.	Lacrosse		
17.	Pickle Ball		
18.	Recreational Games		
19.	Rhythms and Dance		
20.	Scooters		

21.	Soccer		
22.	Softball/Wiffleball		
23.	Soccer		
24.	Table Tennis		
25.	Tchoukball		
26.	Teaching Aids		
27.	Team Handball/Handball		
28.	Tennis		
29.	Track & Field		
30.	Volleyball		
31.	Miscellaneous		

Discount applied to _____ Price list catalog,
(catalog name)

Dated: _____

and/or to prices identified on our web site at _____
(website address)

I/we have submitted two (2) copies of the latest Price list catalogs.

II. REFERENCES

Bidders are hereby required to list three references of School System clients who have purchased physical education supplies within the last three years:

Name: _____

Address of School: _____

Person to contact: _____

Telephone and e-mail: _____

Name: _____

Address of School: _____

Person to contact: _____

Telephone and e-mail: _____

Name: _____

Address of School: _____

Person to contact: _____

Telephone and e-mail: _____

III. COMPANY INFORMATION

Name of company _____ years in business

Street Address

City _____ State _____ Zip _____

Telephone# _____ Fax # _____ Web Page _____

Federal ID or Social Security # _____ MD Dept. of Assess. Taxation Number _____

eMaryland Marketplace (emma #) ** Please Include a copy of your W-9

IV. 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 Sales Person whom we may contact during the period of the contract for prompt contract administration showing:

Name _____ Title _____

Address _____ Phone _____

Salesperson e-mail _____ Fax _____

Cell _____

V. RECEIPT OF ADDENDA

Addendum: _____ Dated: _____

Addendum: _____ Dated: _____

Addendum: _____ Dated: _____

Received:

Received:

Received:

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)

(e-mail of authorized representative to sign bids)

(authorized representatives name)

(title of authorized representative)

End of Form

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

CHECK LIST FOR BID SUBMISSION

- _____ Bid Price Sheet and Signature Page
Including:
- Federal ID or Social Security #
 - MD Dept of Assess Taxation Number
 - eMaryland Marketplace (eMMA #)
- _____ Copy of your W-9
- _____ Affidavit (Appendix E) – Signed

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.
- 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 than specified in this document, will not be opened or given any consideration.

END OF FORM