



BRCPC

**Baltimore Regional
Cooperative Purchasing Committee**

Visit our web site at <http://baltometro.org>

**INVITATION FOR BID
(Multi-Step)
PRICE AGREEMENT FOR OFFICE FURNITURE AND EQUIPMENT
BID NO. 2008-01**

Due Date: August 15, 2007, Time: 11:00 AM at the
Howard County Office of Purchasing
Pre-Bid Conference: July 20, 2007, 9:00 AM at the
Baltimore Metropolitan Council
2700 Lighthouse Point, Suite 310, Baltimore, MD 21224
Directions: 10H <http://www.baltometro.org/content/view/38/71/>

Direct all questions to the lead agency:

Shelley Liby, Buyer

Email: 11Hsliby@howardcountymd.us

Phone: (410) 313-6379

**HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING**

**6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046**

IMPORTANT NOTICE

Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid or proposal opening. It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site (www.howardcountymd.gov/purchasing) to obtain Addenda once they have downloaded a solicitation.

Formal Solicitations and Bid Results Are Available, 7 Days A Week, 24 Hours A Day, On The
Website at www.howardcountymd.gov/purchasing

Howard County, Maryland
Office of Purchasing
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

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IMPORTANT
Advise the Howard County, Maryland, Office of Purchasing
immediately if any of the above documents are not enclosed.

NOTICE OF LETTING

Sealed Bids for Price Agreement for Office Furniture and Equipment will be received by the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 until 11:00 A.M. Wednesday, August 15, 2007.

Howard County hereby notifies all Contractors that minority, women and disabled business enterprises, collectively called Equal Business Opportunity (EBO) Enterprises, will receive equal opportunity to submit proposals in response to this notice and will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration of this award. It is Howard County's goal for Contractors to meet the Equal Business Opportunity Program's 10% subcontracting goal for all contracts exceeding \$50,000.00 by using certified EBO Enterprises. All Contractors shall complete and submit the County's equal Business Opportunity Certificate, with their bid.

A pre-bid conference will be held at the Baltimore Metropolitan Council, 2700 Lighthouse Point, Suite 310, Baltimore, MD 21224, July 20, 2007 at 9:00 AM to discuss objectives and answer questions relating to this invitation for bid.

IMPORTANT NOTICE – CHANGE IN ISSUING ADDENDA

The Office of Purchasing no longer provides written notification of addenda to solicitations. As of March 1, 2007, it is the potential bidder's responsibility to frequently visit the Office of Purchasing web site noted below to obtain addenda once a solicitation is downloaded or received in the mail.

Instructions, forms, specifications and addenda may be obtained from the Office of Purchasing by: PHONE (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday from 8:00 A.M. to 5:00 P.M. and from the Internet at:

www.howardcountymd.gov/purchasing

The County reserves the right to reject any and all bids, and to award the contract in part or in its entirety, whichever in its opinion serves the best interests of the County.

Darla H. Herbold, CPPO
Chief of Purchasing

**HOWARD COUNTY, MARYLAND
BID DOCUMENT B
BID NUMBER 2008-01**

TERMS AND CONDITIONS APPLYING TO HOWARD COUNTY, MARYLAND PURCHASE ORDERS

1. No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
2. The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
3. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgement, unless accepted in writing by the County.
4. If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that seller's price will be the lowest prevailing market price and in no event is this order to be filled at higher prices than last previously quoted or charged without the County's written consent.
5. When requested, seller will acknowledge order promptly and state when delivery will be made.
6. Invoices must show point of delivery and purchase order number, and indicate if partial or complete billing. Separate invoices must be rendered for each purchase order.
7. The County has the right to refuse to make payment on any invoice unless and until presented by seller with the receipt, signed by the County, covering the invoiced material. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights hereunder.
8. No freight or delivery charges will be paid by the County unless specifically provided in the purchase order.
9. The County will not pay for packaging, boxing or cartage. Damage resulting from improperly package material will be charged to the seller.
10. Time is of the essence on this order. The County reserves the right to cancel this order or, any part thereof, without obligation, if delivery is not made or services completed at time(s) specified.
11. This contract shall be governed and construed in accordance with the law of the State of Maryland.
12. All deliveries and services furnished under this purchase order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the seller. If the County does not desire replacement, seller is to issue a full credit.
13. Requirement as to Materials, Seller's Responsibilities and Warranties: Seller warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of Underwriters Laboratories Inc., all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request to furnish the County a certificate of compliance in such forms as the County may require.
14. The quantity of materials, and/or services, must not be exceeded without the authority in writing being first obtained from the Office of Purchasing.
15. Substitutions are not allowed, unless specifically authorized by the County.
16. If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
17. Seller warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and seller agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
18. All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
19. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, seller will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
20. If Seller performs services or constructs, erects, inspects or delivers on the County's premises, seller will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury or damage to persons or property occurring in connection with the purchase order.
21. Liability for Damage: If this order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that: Mechanic's Liens: The Seller will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law. Casualty Losses: The work will remain at the seller's risk prior to written acceptance by the County and the seller will replace at his own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever. Injury to Employees: The seller will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance of this contract. Workmen's Compensation: The seller will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of

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the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the purchase order and subsequent amendments.

22. Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the seller including any proceedings under the Chandler Act, or in the event of the appointment, with or without seller's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
23. Equal Employment Opportunity: The County requires that the seller not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The seller will take affirmative action to ensure that applicants are employed, and the employees are treated during employment with regard to the above. The seller warrants that, within the previous 12 months, he has not engaged in unlawful employment practices as set forth in Section 12.909(c) of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
24. Material Safety Data Sheet: If the work to be performed under this contract requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046.
25. Terminations:
 - Termination for Convenience: The County may terminate a contract, in whole or in part whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the contractor. The County shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid any amount that exceeds the price proposed for the work performed. The contractor will not be reimbursed for any profits which have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the contractor has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCCP)

GENERAL TERMS AND CONDITIONS FOR ALL SOLICITATIONS

Competitive sealed bids or proposals addressed to the purchasing agent of the lead agency for furnishing and delivering the items described in this solicitation will be received at the time, date and place identified herein. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following bid opening date, unless the bidder(s), upon request of the purchasing agent, agree to an extension.

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

- 1.1 All bids are to be submitted in duplicate on and in accordance with forms for this purpose, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the bidder is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Forms will be provided to bidders by the purchasing office.
- 1.4 Bid must be typed or written in ink. Erasures or alterations must be initialed in ink. All bids must be signed by a responsible company official and delivered in sealed envelopes, no later than the time and date indicated herein. Bids received after the time and date indicated will be returned unopened.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing within 10 days before the scheduled opening of bids. Exceptions taken do not obligate the Purchasing Agent to change the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Agent. The Purchasing Agent will assume no responsibility for oral instructions or suggestions.
- 1.8 **The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by addenda posted on the Howard County, Maryland, Office of Purchasing web site at www.howardcountymd.gov/purchasing. Addenda to solicitations often occur, sometimes within as little as 48 hours prior to opening. It is the potential bidder's responsibility to frequently visit the Office of Purchasing web site to obtain addenda once they have downloaded a solicitation.**

2. BID DEPOSIT

- 2.1 Bid deposit may be required when indicated on bid proposal. Failure to submit the bid deposit, when required, will nullify bid.
- 2.2 When required, bids must be accompanied by a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond.
- 2.3 Bid deposits will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.

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BID DOCUMENT C
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2.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within 10 business days after the award, shall result in the deposit being forfeited to the jurisdiction as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

3.1 The Purchasing Agent of the lead jurisdiction shall award all contracts to the lowest responsible and responsive bidder(s) as determined by the Purchasing Agent. Each participating jurisdiction will issue their own purchase order for their portion of the contract.

3.2 Any other consideration for the award will be stated on the specifications.

4. CASH DISCOUNT AND NET PAYMENTS

4.1 Cash discounts will not be considered in determining a contract award, but will be taken, if possible, at time of payment.

4.2 Payment terms with a period of less than 30 days will not be accepted.

5. PERFORMANCE BOND

5.1 The successful bidder may be required to give security or bond for the performance of the agreement as determined by the purchasing agent.

5.2 A surety licensed to do business in the State of Maryland must issue bonds.

6. RESERVATIONS

6.1 The Purchasing Agent reserves the right to reject any or all bids or parts of bid when, in his/her reasoned judgment, the public interest will be served thereby.

6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the jurisdiction may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.

6.3 The Purchasing Agent reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation shall be stated in the specifications.

6.4 Unless otherwise provided for in the bid documents, the Purchasing Agent reserves the right to make award(s) on either lump sum basis, individual item basis, or such combination as shall be in the best interest of the BRCPC.

7. DELIVERIES

7.1 Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.

7.2 All items shall be delivered F.O.B. Destination and delivery costs and charges included in the bid.

7.3 The Purchasing Agent reserves the right to levy a per diem charge to the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the bid document, may be invoked at the discretion of the purchasing agent and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quantity and type and for no other reason.
- 8.2 A bidder may offer a price on only one unit. Even though two or more units may meet specifications, bidders must determine which to offer. Submission by a bidder for more than one unit shall be sufficient cause for rejection of that specific item.
- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.
- 8.5 If products to be provided to the BRCPC contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any product used by a vendor when providing a service to the BRCPC.

9. INDEMNIFICATION

The vendor shall indemnify and save harmless the participating jurisdictions against or from all costs, expenses, damages, injury, or loss to which said participating jurisdictions may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the participating jurisdictions against and from all claims and losses to it from any causes whatsoever, including actual or alleges patent infringements in the matter of making furnishing, and delivering materials/services as called for in the contract documents.

10. INSURANCE

- 10.1 The vendor shall, at all times, maintain and keep in force such insurance as Compensation, Liability, and Property Damage as will protect him from claims under Workmen's Compensation Acts and also such insurance as will protect him and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of the participating jurisdictions or of the public, which may arise from operations under this contract, whether such operations by the vendor or by any subcontractor or anyone directly or indirectly employed by any of them.
- 10.2 Refer to Bid Document D, 9. Insurance, for detailed insurance requirements.

11. DISPUTES

The Purchasing Agent may request, in writing, the recommendation of the BRCPC using the specifications or other objective source.

12. TERMINATION

- 12.1 Termination for Convenience: Any participating jurisdiction may terminate a contract, in whole or in part, upon giving written notice to the vendor. The participating jurisdiction shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
- 12.2 Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the contract may be terminated for default and the vendor is not entitled to any costs incurred by the vendor up to the date of termination. The BRCPC will be officially notified of this termination by the participating jurisdiction.

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13. PATENT INFRINGEMENT

Vendor agrees to indemnify, protect, and save harmless the participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment, or services covered by this contract.

14. ASSIGNMENT

The contract resulting from this selection and the compensation, which may become due hereunder are not assignable except with prior written approval of the BRCPC.

15. FACILITIES

The BRCPC reserves the right to inspect the bidder's facilities at no cost to the BRCPC at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling legislation of each of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond three times in succession to solicitations without jurisdiction may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

The contractual obligation of the BRCPC under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

19. INTERPRETATION

The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

20. INTEGRATION

These bid documents and subsequent purchase order to the successful bidder contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties hereon.

21. SOCIO-ECONOMIC PROGRAMS

Participating jurisdictions have various socio-economic programs, which will be detailed in the bid documents if they are pertinent to the specific solicitation.

STATE OF MARYLAND
BOARD OF EDUCATION
GENERAL CONDITIONS

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions. Failure to comply with this clause is considered a material breach of contract that may result in termination.

2. CHILD SEX OFFENDER NOTIFICATION

2.1 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.

2.2 As a Contractor working for the political subdivisions, we require that you do not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision 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. 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.

2.3 Contractors shall screen their work-forces to ensure that a registered sex offender does not perform work at a 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 used to perform the work. Violations of this provision may cause the County to take action against the Contractor up to and including termination of the contract.

2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which you are welcome to view. The schools maintain the list and update the list as new offenders are identified.

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HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

GENERAL CONDITIONS

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:

1.1 **Instructions, forms, and specifications may be obtained from the**

Internet at: <http://howardcountymd.gov/purchasing>.

and from Howard County, Maryland, Office of Purchasing by: PHONE (410) 313-6370, FAX (410) 313-6388, TDD (410) 313-2323, Monday through Friday from 8:00 A.M. to 5:00 P.M.

1.2 To the extent that the terms of the specifications contained in Bid Document "D" differ from the terms of these General Conditions, the terms and conditions of Bid Document "D" shall govern.

2. RESERVATIONS:

2.1 The County Purchasing Agent may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

2.2 The County Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due him.

3. COMPETITION: Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.

4. PROTEST: The Purchasing Agent shall decide any protest concerning the award of a contract. Protests shall be made in writing to the Office of Purchasing and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within seven days. The Purchasing Agent's decision relative to the protest shall be final.

5. DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent, or authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request in writing, the recommendation of the head of the County agency using the item or other objective sources.

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6. **AUTHORITY:** Instructions and specifications, are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County Purchasing Agent. Documents shall be available for public inspection upon written request during normal business hours.
7. **EXCEPTIONS:** The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.
8. **CASH DISCOUNTS:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of bid pricing. Cash discounts restricted to payment in 29 days or less will not be considered in evaluating bids, as such a short time imposes an unreasonable burden for processing of payment voucher, and the County cannot be assured that timely action will be taken. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a cash discount offer. Should this Contractor obtain an award by reason of their gross price, the County will hold the offer of cash discount and would make every effort to obtain the discount even if extraordinary action is necessary.
9. **UNIT PRICES:** Unless clearly shown on the bid that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
10. **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Howard County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
11. **PATENTS:** The Contractor shall defend any suit or proceeding brought against the buyer so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the buyer. In case said equipment or any part thereof, in such suit held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the buyer the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.
12. **GOVERNING LAW:**
 - 12.1 Any contract will be made and entered into in Maryland, and will be construed under the laws of Maryland. The exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
 - 12.2 Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) web site at: www.dat.state.md.us/ or by calling at (410) 767-5759.
 - 12.3 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the Contract, including, but not limited to, all questions on the validity of the Contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

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13 COMPLIANCE WITH LAWS: If awarded a Contract the Contractor hereby represents and warrants:

- 13.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 13.2 That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract;
- 13.3 That it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the Contract.
- 13.4 That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Contract.
- 13.5 That the facts and matters set forth hereafter in the Contract are made a part hereof are true and correct.

In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the Contract shall not be considered or construed neither as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

14. HOLD HARMLESS/INDEMNIFICATION:

- 14.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 14.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

15. TERMINATION:

- 15.1 Termination for Convenience: The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount that exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 15.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract; the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

**HOWARD COUNTY, MARYLAND
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16. AFFIDAVIT: The attached affidavit is provided to facilitate your compliance with the applicable law.
17. AVAILABILITY OF FUNDS: The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds.
18. NON-ASSIGNMENT OF CONTRACT: The Contractor shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Agent.
19. EQUAL BUSINESS OPPORTUNITY PARTICIPATION-MBE/WBE PARTICIPATION:
- 19.1 **The Following Applies to All Participating Entities Except the City of Baltimore**
- 19.1.1 If the total contract award is \$50,000 or more, the Contractor shall comply with the County's Equal Business Opportunity (EBO) Program's 10% subcontracting goal. Contractors can use minority, women or disabled business enterprises certified by Howard County, the state of Maryland or other appropriate jurisdiction to satisfy the 10% subcontracting goal.
- 19.1.2 If the County exercises its option to renew the contract for another on-year term, the Contractor is expected to meet the EBO Program's 10% subcontracting goal for each subsequent contract year when the contract amount is \$50,000.00 or more.
- 19.1.3 Document G - Equal Business Opportunity Certificate: Contractors shall submit a completed and executed Equal Business Opportunity Certificate, with their bids.
- 19.1.4 Exhibit I – Equal Business Opportunity Contract Schedule of Participation Form: The successful Contractor shall execute the Equal Business Opportunity Contract Schedule of Participation Form upon notification of contract award. Exhibit I is attached only for review and Contractors are not required to complete and submit it with their bids.
- 19.2 **The Following Applies to the City of Baltimore Only**
- 19.2.1 Contractors doing business with the City of Baltimore will be required to comply with provisions of Article 5, Subtitle 28 of the City Code – “Minority and Women’s Business Enterprises” for the use of City-certified MBE and WBE sub-contractors. It is the intent of this Subtitle to assist small, local MBE and WBE firms with business development by being able to be sub-contractors on City-awarded contracts and agreements.
- 19.2.2 For this solicitation, the City of Baltimore Minority and Women’s Business Opportunity Office (MWBOO) has established goals of 17% and 9% for MBE and WBE firms respectively. Contractors may contact the City’s MWBOO at (410) 396-3305, Thomas Corey at thomas.corey@baltimorecity.gov for assistance. The directory of City-certified MBE and WBE firms that can be used to meet these requirements can be found online at: <http://cityservices.baltimorecity.gov/law/mwboo/index.html>.
- 19.2.3 Refer to Bid Document G, for Mayor and City Council of Baltimore, Minority and Women’s Business Program forms. Contractors shall submit completed and executed forms with their bids.
20. COOPERATIVE PURCHASING:
- 21.0 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements that may be

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appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- 20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
21. ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of federal or state funding or is inconsistent with federal or state law.

(Rev: 5/26/07)

OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

PRICE AGREEMENT FOR OFFICE FURNITURE AND EQUIPMENT

SPECIFICATIONS

1 SCOPE:

1.1 Howard County, Maryland, (hereinafter called the "County"), acting as the lead agency for the Baltimore Regional Cooperative Purchasing Committee (hereinafter called "BRCPC"), a standing committee of the Baltimore Metropolitan Council (BMC), seeks furniture and equipment manufacturers or dealers (hereinafter the "Contractor"), to furnish and install office furniture and equipment as called for in this solicitation.

1.2 The participating entities that are members of BRCPC include:

State of Maryland	Carroll County
Anne Arundel County	Harford County
Baltimore City	Howard County
Baltimore County	

The local governments also include their respective public school systems, community colleges and libraries.

History has shown that while the members of BRCPC use this contract, many other government entities in surrounding areas have used the BRCPC contracts (formerly known as the Metro contracts) that were previously lead and awarded by Baltimore City. Other governments, school systems, community colleges and commissions that used the contract include, but are not limited to:

Calvert County	Prince George's County
Cecil County	Queen Anne's County
Frederick County	Washington Suburban Sanitary Commission
Montgomery County	

A BRCPC Furniture Sub-Committee, comprised of the members of BRCPC, was formed to oversee the revision of the specifications and evaluation and award of this contract.

1.3 The purpose of this multi-step solicitation is to achieve cost savings for Contractors and BRCPC through a single competitive solicitation that (1) eliminates the need for multiple solicitations by participating entities and multiple responses by vendors, and (2) combines the volumes of multiple participating entities. There shall be no minimum order requirements.

1.4 BRCPC acknowledges the existing contract through the U.S. Communities Purchasing Alliance (USC) covering certain furniture and equipment manufacturers. The County would be pleased if the manufacturers on the USC contract were inclined to offer the same pricing on this solicitation as is available through the USC contract. By offering the same pricing as the USC contract on this solicitation, many of the municipalities in the surrounding areas that have used the BRCPC contract in the past would only have to piggyback one contract rather than having to piggyback two in order to gain access to the broad range of manufacturers.

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- 1.5 The County reserves the right to add new manufacturers at the sole discretion of the BRCPC Furniture Sub-Committee. Requests to add new manufacturers must be directed in writing to the BMC Regional Purchasing Coordinator. Factors to be considered in adding new manufacturers include, but are not limited to, the product lines offered, the need for a manufacturer by multiple entities, etc. The County, in cooperation with the BRCPC Furniture Sub-Committee, will negotiate discounts for new manufacturers.
- 2 **PRE-BID CONFERENCE: A pre-bid conference will be held at the Baltimore Metropolitan Council (BMC), 2700 Lighthouse Point, Suite 310, Baltimore, MD 21224 at 9:00 A.M. July 20, 2007 to discuss objectives and answer questions relating to this invitation to bid. Attendance is not required but strongly encouraged. Directions to the BMC may be found at <http://www.baltometro.org/content/view/38/71/>**
- 3 **QUESTIONS AND INQUIRIES: Questions concerning this Invitation For Bid must be addressed in writing to Shelley Liby, Buyer, Howard County, Maryland Office of Purchasing FAX number (410) 313-6388 or e-mail at sliby@howardcountymd.gov and delivered no later than August 1, 2007.**
- 4 **CONTRACTOR'S QUALIFICATIONS:**
- 4.1 All Contractors must be primarily engaged in either the manufacture of or furnishing and installation of office furniture and equipment and must have been actively engaged in this field for a period of no less than three years.
- 4.2 Contractors shall have a proven record of having provided the services required. The County reserves the right to perform investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the contract.
- 4.3 Contractors shall provide three references of similar size and scope to this contract, including contact names, addresses and telephone numbers, for which the Contractor has furnished and installed office furniture and equipment during the past three years. A "Contractor's Qualification Information" form is provided in Document E for this purpose.
- 4.4 When the Contractor is a dealer bidding a manufacturer's product, the Contractor shall provide a "Letter of Authorization" from the manufacturer, on the manufacturer's letterhead, signed by an agent of the manufacturer.
- 4.5 If appropriate for a particular manufacturer's product line, manufacturers are encouraged to authorize multiple dealers, serving the same or different geographic regions, to sell their products at the same manufacturer's discounts. Different discounts for the same manufacturer are prohibited.
- 5 **CONTRACT PERIOD:**
- 5.1 The initial contract period shall be for three years commencing on or about January 1, 2008, after approval and proper execution of the contract documents, with renewal options for five additional years in one-year increments, exercisable at the sole discretion of the County.
- 5.2 While the initial contract period is for three years, this contract specifically prohibits the payment of funds from appropriations of a later fiscal year.
- 6 **PRICE ADJUSTMENT FOR DESIGN SERVICES:**
- 6.1 Prices offered shall be firm against any increase for one year from the effective date of this contract. Prior to commencement of subsequent renewal periods, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. The County

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reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price increase will be effective and will remain firm through the renewal period.

- 6.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- 6.3 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period or for one year at the County's sole discretion.
- 6.4 The delivered and installed discounts shall include one original and two design revisions. Additional revisions shall be charged at the design services hourly rate on the Price Bid (Bid Document E).

7 **PRICE ADJUSTMENT FOR GOODS:**

- 7.1 All discounts shall remain firm against any decrease during the entire contract period including renewals thereof. In the event of any increase in the discount offered by the manufacturer, the County shall be notified promptly, within 30 days, and receive such increase.
- 7.2 All list prices must remain firm against any increase for one year from the effective date of this contract. Thereafter, it shall be the Contractor's responsibility to notify the County in advance of any anticipated price changes by the manufacturer. Requests for list price increases must be accompanied by bona-fide manufacturer's documentation reflecting the change. Increases shall be limited to the actual cost increase to the manufacturer. The County reserves the right to accept or reject the request for price increase. If the price increase is rejected, that specific item will be canceled. If the price increase is approved, the price will remain firm for one year from the date of the increase.
- 7.3 In the event of any decrease in list prices by the manufacturer, the County shall be notified promptly, within 30 days, and receive such decrease.
- 7.4 It is the Contractor's responsibility to provide the County with up-to-date price lists and catalogs (electronic is preferred), and any necessary brochures, finish samples, fabric samples, seating samples or related materials at no charge during the entire contract period including renewals thereof.
- 7.5 Discounts from the manufacturer's price list shall be quoted on the basis of F.O.B. Destination, Inside Delivery and shall include uncrating, assembly, installation (if required), removal of debris off-site (County trash receptacles shall not be used), wipe down surfaces and a completed punch list (if required).
- 7.6 The County reserves the right to purchase through this contract or competitively bid large quantities of office furniture and equipment when better prices may be obtained by so doing. If purchasing through this contract, special negotiated discounts for these purchases shall be permitted.
- 7.7 All quotes shall reflect the list price, applicable discount and net price for each item.

8 **ESTIMATED QUANTITIES:**

- 8.1 The County shall endeavor to purchase its normal requirements as specified from the Contractor during the contract period, and the Contractor is obligated to furnish the goods and services that the County requires for its operation. The dollar values and/or quantities stated herein are given as

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a general guide for bidding and are not guaranteed amounts. Actual requirements may be more or less than those estimated herein.

- 8.2 Should a need arise for supplies or services which are not available, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the contract.
- 8.3 The estimated value for this contract for all Contractors combined is \$10 million.

9 **INSURANCE:**

- 9.1 Unless otherwise required by Special Conditions of this Invitation for Bid, if a contract is awarded, the Contractor will be required to purchase and maintain during the life of the contract, including any subsequent renewal terms, Comprehensive General Liability Insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:
 - 9.1.1 Comprehensive General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming Howard County, Maryland as an Additional Insured.
 - 9.1.2 Comprehensive Automobile Liability Insurance: Combined Single Liability limits of \$50,000 any one accident.
 - 9.1.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 9.2 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 9.3 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverage required above. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the contract. Howard County, Maryland must be shown as an Additional Insured on the certificate.
- 9.4 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- 9.5 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

10 **MULTI-STEP SUBMISSION OF DOCUMENTS:**

10.1 Step One

- 10.1.1 Step One will be a Pass/Fail Assessment based on the questions in Bid Document E – Pass/Fail Assessment.
- 10.1.2 If any question is answered with a “no”, the evaluation in Step One is ended and no further evaluation will be conducted. Contractors not advancing to Step Two will be so notified.

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- 10.2 Step Two
- 10.2.1 The Price Bids of all short-listed firms will be opened and evaluated.
- 10.2.2 Award will be made on the basis of the highest discount.
- 10.3 The manufacturers listed in the Price Bid reflect manufacturers most frequently used by BRCPC. When manufacturers sell product lines in multiple categories, we attempted to include the manufacturer in every appropriate category. However, if there is a manufacturer listed in one category that you believe was omitted from another category, you may add the manufacturer to the category in which you believe it was omitted.
- 10.4 To avail BRCPC participating entities to new manufacturers, Contractors may insert no more than two new manufacturers not previously listed in the space provided in each category along with the discount.
- 10.5 This Invitation For Bids requires the return of the Bid Document E, (Technical Bid-Step One separate from the Price Bid-Step Two), Bid Document F (Affidavit), Bid Document G (Equal Business Opportunity Certificate), and any exceptions the Contractor may take (on company letterhead) included with the Technical Bid-Step One. Failure to return required documents may be cause for rejection of the bid.
- 10.6 One (1) original and three (3) copies of the bid documents shall be submitted to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 by 11:00 A.M. on Wednesday, August 15, 2007.
- 10.7 The submission of a bid shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the bid, the entire area to be serviced as described in the attached specifications and other contract documents and that the Contractor is fully informed concerning the conditions to be encountered, character quality and quantity of work to be performed and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.
- 10.8 All unsuccessful Contractors will be notified in a timely manner.
- 10.9 All Contractors are encouraged to submit responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.
11. METHOD OF AWARD:
- 11.1 The County reserves the right to make multiple awards, effectively to the responsive and responsible Contractors meeting the specifications, on any and all groups of items or individual items that will best meet the needs of the County as to price, quality, design and standardization. Awards will be based on the highest discounts from manufacturers list prices.
- 11.2 The assignment of work shall be at the sole discretion of the County. All Contractors shall waive any claim of any Contractors against the County for extra compensation or damages arising out of assignment of work by the County.
- 11.3 The County reserves the right not to award, in whole or in part, as a result of the bids received in response to this solicitation. The County may decide that it is in the best interest of BRCPC to piggyback another competitively bid contract for similar items.

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12 METHOD OF ORDERING:

- 12.1 A master price agreement will be established and sub-order releases or purchase orders will be issued as needed for such quantities as may be required.
- 12.2 The County reserves the right to use procurement cards for purchases valued at less than \$10,000 or to issue sub-order releases or purchase orders at its sole discretion.

13 DELIVERY AND SHIPPING:

- 13.1 Deliveries shall be made to the designated "ship to" address on each purchase order typically between the hours of 8:00 AM and 5:00 PM on regular business days (excluding holidays) unless other arrangements have been made.
- 13.2 All goods shall be delivered assembled, or assembled by the Contractor on site. County personnel will perform only minor assemblies. Delivered and installed discounts are based on normal site conditions, building access business hours. Hourly installation rates for abnormal conditions are negotiable.
- 13.3 Time is of the essence on every furniture procurement, particularly major renovations and new building furnishings. Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the County, or failure to make replacements/corrections of rejected goods or services when so requested, immediately or as directed by the County, shall constitute authority for the County to purchase on the open market goods or services of comparable grade and quality to replace the goods or services rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expenses incurred in excess of the contract prices. Should public necessity demand it, the County reserves the right to use or consume goods delivered or services performed that are substandard in quality, subject to an adjustment in price to be determined by the County.
- 13.4 The Contractor shall mark all shipments with the purchase order number clearly visible on the exterior of each container. A packing slip must be furnished with each shipment, listing, in addition to the Contractor's stock number and description, the purchase order number, the purchase order item number, the quantity ordered, the quantity shipped and the quantity backordered.
- 13.5 The Contractor shall indicate whether or not furniture and equipment is available through a "Quick Ship" program on the Price Page (Document E). "Quick Ship" is defined as the ability to deliver and install furniture and equipment within 15 working days from the date an order is placed /after receipt of order (ARO).

- 14 SERVICE: The Contractor shall be prepared at all times to furnish design/layout and decorating services when so requested and to investigate and report on any complaints that might arise in connection with the use of the Contractor's products.

15 PACKAGING:

- 15.1 Contractors shall assure that all goods are packaged in accordance with prevailing commercial practices and delivered in excellent condition. Contractors must authorize immediate replacement of any goods that are damaged in transit.
- 15.2 When practical, Contractors must package and ship all products purchased by the County in packaging and containers made of recyclable or Biodegradable materials. Contractors are encouraged to eliminate packaging or use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

**HOWARD COUNTY, MARYLAND
BID DOCUMENT D
BID NUMBER 2008-01**

16 BILLING AND PAYMENT:

- 16.1 The Contractors shall submit invoices in triplicate to the billing addresses provided on the purchase order or suborder release.
- 16.2 Each invoice shall include the following information:
 - 16.2.1 Federal Employer Identification Number (FEIN);
 - 16.2.2 Sub-Order Release Number;
 - 16.2.3 Purchase Order Number;
 - 16.2.4 Name of Using Department;
 - 16.2.5 Date Order Placed/Delivered;
 - 16.2.6 Itemized List of Materials Furnished;
 - 16.2.7 Unit Price and Extension of Each Item; and
 - 16.2.8 Payment Terms.
- 16.3 The County reserves the right to make payments on procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. The cost of a procurement card transaction is substantially less expensive than issuing purchase orders and checks.
- 16.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on contracts for which this payment vehicle is appropriate.
- 16.5 Delivery tickets signed by authorized County personnel shall accompany invoice.
- 16.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 16.7 All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.

17 EXCEPTIONS: The Contractor shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the Contractor agrees to meet all requirements of the terms, conditions, and specifications.

18 REPORTS: The Contractors must submit semi-annual statistical reports in an Excel format prescribed by the County on June 30 and December 31 of each year. Reports are due to the County on August 1 and February 1 respectively following the end of each six-month period. The semi-annual reports must show the dollars spent in connection with this contract by the BRCPC participating entities and may show other reporting categories mutually agreed upon by the County and Contractors.

19 WARRANTY: The Contractor warrants the furniture and equipment furnished shall be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery or installation. If installed, the warranty shall include parts, labor and all return delivery costs. Replacements and repairs under this warranty are to be made by the Contractor at no cost to the satisfaction of the County.

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20 RETURNS:

- 20.1 Returns must be requested by the County and directed to the appropriate Contractor. A restocking fee not to exceed 25% of the selling price may be charged for all custom items being returned for other than warranty reasons.
- 20.2 The Contractor agrees to provide any repairs, labor, replacements or adjustments made necessary due to defects in products. Such repairs, labor, replacements or adjustments will be made promptly at no charge to the County and to the satisfaction of the County.



EQUAL BUSINESS OPPORTUNITY

**CONTRACT SCHEDULE OF PARTICIPATION FORM
FOR ALL PARTICIPATING ENTITIES EXCEPT THE CITY OF BALTIMORE
(To be completed by the successful vendor)**

FOR COUNTY USE ONLY

Contract Name:			
Class #:	Solicitation #:	P.O. #:	P.O. Date:
Amount: \$	# Subs:	Total Sub Amount: \$	Total Sub %:
Posted By:		Date:	

FOR VENDOR USE

Name:	Contact:	Phone:	
Address:			
EBO Prime? (Y/N):	EBO Type (See EBO Codes):		
Where Certified:	Certification #:	Contract Amount:	
EBO Codes: (F=Female, M=Male)			
AF/AM=Native American/Alaskan	BF/BM=Black	DF/DM=Disabled	
FF/FM=Asian Pacific Islander	HF/HM=Hispanic	NF/NM=Near Eastern	
WF=White Female			

EBO SUBCONTRACTOR #

Sub's Name:	Contact:	Phone:	
Address:			
EBO Type:	Where Certified:	Certification #	
Work/Supplies Provided:			
		\$ Amount:	%:
Start Date:	Finish Date:	Final \$ Amount:	Final %:

EBO SUBCONTRACTOR #

Sub's Name:	Contact:	Phone:	
Address:			
EBO Type:	Where Certified:	Certification #:	
Work/Supplies Provided:			
		\$ Amount:	%:
Start Date:	Finish Date:	Final \$ Amount:	Final %:

Signature (Vendor Official)	Street Address
Title	City, State, Zip

**HOWARD COUNTY, MARYLAND
BID DOCUMENT E
BID NUMBER 2008-01**

TECHNICAL BID

(Step One – Submitted Separately From Step Two)

TITLE Price Agreement for Office Furniture and Equipment

OPENING August 15, 2007 TIME 11:00 AM

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

CONTRACTOR NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Sales Representative: _____ Telephone: _____

E-Mail Address: _____

Delivery Time After Receipt of Order: _____

Payment Terms: _____ F.O.B. Destination, Inside Delivery
(The payment terms shall be considered net 30 days unless otherwise indicated.)

[] We wish to submit a “NO BID” at this time, but request that our company remain on your Contractors list for future solicitations.

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County’s Tax Exemption Number is 30001219.

**HOWARD COUNTY, MARYLAND
BID DOCUMENT E
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Ordering Address:

Payment Address:

THE PERSON SIGNING THE TECHNICAL BID MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

CONTRACTOR NAME: _____

**HOWARD COUNTY, MARYLAND
 BID DOCUMENT E
 BID NUMBER 2008-01**

TECHNICAL BID
 (Step One – Submitted Separately From Step Two)

PASS/FAIL ASSESSMENT

TITLE Price Agreement for Office Furniture and Equipment

OPENING August 15, 2007 TIME 11:00 AM

Contractor Name: _____

<i>Question</i>	<i>Yes</i>	<i>No</i>
1. In accordance with Bid Document D, 4.1, is your firm <u>primarily</u> engaged in the manufacturer of or furnishing and installing of office furniture and equipment? (“Primarily” means that 80% of your business is devoted to this function. The County reserves the right to require additional documentation to support your answer if deemed necessary.)	_____	_____
2. In accordance with Bid Document D, 4.1, has your firm been in business for at least 3 years? How many? _____ A copy of the Articles of Incorporation, a partnership agreement or any other document establishing your firm is required to support your answer.	_____	_____
3. In accordance with Bid Document D, 13, will delivery and installation be provided as required in this solicitation? Will you or a third party provide it? [] You [] Third Party If by you, provide the number of employees available to deliver and install furniture. Number of Employees: _____ If by a third party, provide the name(s) of the party(ies): a. _____ b. _____ c. _____	_____	_____
4. In accordance with Bid Document D, 12.2, do you accept procurement cards? If yes, list the cards. _____	_____	_____
5. In accordance with Bid Document D, 17, do you have the ability to provide semi-annual reports as required? If yes, in what form? [] Email [] Fax	_____	_____

**HOWARD COUNTY, MARYLAND
 BID DOCUMENT E
 BID NUMBER 2008-01**

PRICE BID

(Step Two – Submitted Separately From Step One)

TITLE Price Agreement for Office Furniture and Equipment

OPENING August 15, 2007 TIME 11:00 AM

Contractor Name: _____

Proposal 1 – Systems Furniture

<i>Item No.</i>	<i>Manufacturer</i>	<i>Place an "X" if Green is Available</i>	<i>Place and "X" if on Quick Ship</i>	<i>Discount</i>
1	All Steel			
2	American Seating			
3	Evolve			
4	Fluid Concepts			
5	GF Office Furniture			
6	Haworth			
7	Herman Miller			
8	Hon			
9	Invincible			
10	Knoll North America			
11	Knoll Quickship			
12	Panel Concepts			
13	Steelcase			
14	Trendway			
	<i>You May List No More Than Two (2) Manufacturers Not Otherwise Listed</i>			
15				
16				

Proposal 2 – Caseloads Furniture

<i>Item No.</i>	<i>Manufacturer</i>	<i>Place an "X" if Green is Available</i>	<i>Place and "X" if on Quick Ship</i>	<i>Discount</i>
1	ABCO			
2	ACCO DATA			
3	Adden Furniture			
4	American Seating Lounge			
5	Anderson Hickey			
6	Advance Products			
7	Allsteel			
8	Avenue			
9	BALT			
10	Berco			
11	Bernhardt			
12	Bretford			
13	Brodart			
14	COE			
15	Carolina Business Furniture			
16	Center Core			
17	DSI			
18	Datum Office Furniture			

**HOWARD COUNTY, MARYLAND
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19	Design Options			
20	Dorvel			
21	Douron Library International			
22	Dynamic Metal Furniture			
23	ERG International			
24	ESI Ergonomic Solutions			
25	Encore			
26	Ergo Systems, Inc.			
27	Falcon			
28	Fixtures			
29	Fleetwood			
30	Global			
31	Grafco			
32	Gunlocke			
33	Hale			
34	Harden			
35	Haskell			
36	Haworth			
37	Herman Miller			
38	Hexo			
39	Hickory Chair			
40	Highpoint			
41	Hon			
42	Indiana			
43	Indiana Desk			
44	Inline			
45	Invincible			
46	Inwood			
47	JAL			
48	Jasper			
49	Jasper Desk			
50	Jofco			
51	Keys/Woodworks			
52	Kimball			
53	Krueger International			
54	Krug			
55	Lacasse			
56	Lazy Boy			
57	Logiflex			
58	Luxor			
59	Marvel			
60	Maryland Correctional Enterprises			
61	Mayline			
62	Miller Desk			
63	Mueller			
64	Nova			
65	Nucraft			
66	O.S.I.			
67	Office Source			
68	Panel Concepts			
69	Paoli			
70	Regency			
71	Russwood Library Furniture			

**HOWARD COUNTY, MARYLAND
 BID DOCUMENT E
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72	St. Timothy			
73	Safco			
74	Sirco			
75	Smith Systems			
76	Spectrum Industries			
77	Steelcase			
78	Studio Q (Formerly Quaker)			
79	Stylex			
80	Tennsco			
81	Texwood			
82	Tiffany			
83	Tract			
84	Trendway			
85	United Chair			
86	Viking			
87	Virco			
88	Whitehall			
89	Wrightline			
	<i>You May List No More Than Two (2) Manufacturers Not Otherwise Listed</i>			
90				
91				

Proposal 3 – School (including Early Childhood/Pre-K and K), Library, Audio Visual Furniture

<i>Item No.</i>	<i>Manufacturer</i>	<i>Place an “X” if Green is Available</i>	<i>Place an “X” if on Quick Ship</i>	<i>Discount</i>
1	ABCO			
2	Adden Furniture			
3	Adelphia			
4	Advance			
5	Allied Plastic			
6	Artco-Bell			
7	Avenue			
8	Balt			
9	Best Rite			
10	BioFit			
11	Bird-in-Hand			
12	Bretford			
13	COE			
14	Cano Corporation			
15	Capital Seating			
16	Childcraft			
17	Clarín Seating			
18	Community			
19	Columbia			
20	Corilam			
21	DaLite			
22	Demco			
23	Design Options			
24	Diversified Woodcrafts			
25	Fleetwood			
26	Georgia Chair			

**HOWARD COUNTY, MARYLAND
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27	Global			
28	Grafco			
29	Holbrook			
30	ID Systems			
31	Inwood			
32	Ironwood			
33	Ivy League			
34	JAL			
35	Jonti-Craft			
36	Krueger International			
37	Lacasse			
38	Lakeshore Learning			
39	Lesro			
40	Luzor			
41	Maryland Correctional Enterprises			
42	Midwest			
43	National Public Seating			
44	Norsons			
45	Nova			
46	Mayline			
47	Palmer Snyder			
48	Regency			
49	Royal			
50	Safco			
51	Sandusky Lee/Lee Metal			
52	Scholarcraft			
53	School Speciality			
54	Screenflex			
55	Shain Shop-Bilt			
56	Sico			
57	SIS-USA			
58	Smith System			
59	Spectrum Industries			
60	Texwood			
61	Third Coast			
62	Thompson Wood Products			
63	Tiffany			
64	Tot Mate			
65	United Chair			
66	Virco			
67	W-Cubed, LLC			
68	Webcoat			
69	Wenger			
70	Wood Designs			
	<i>You May List No More Than Two (2) Manufacturers Not Otherwise Listed</i>			
71				
72				

**HOWARD COUNTY, MARYLAND
 BID DOCUMENT E
 BID NUMBER 2008-01**

Proposal 4 – Seating

<i>Item No.</i>	<i>Manufacturer</i>	<i>Place an "X" if Green is Available</i>	<i>Place and "X" if on Quick Ship</i>	<i>Discount</i>
1	Adden Furniture			
2	All Steel			
3	American Seating			
4	American Seating Auditorium			
5	American Seating Lounge			
6	Anderson Hickey			
7	Bernhardt			
8	Body Built			
9	COE			
10	Carolina Business Furniture			
11	Clarín Seating			
12	Community Business Furniture			
13	Cramer			
14	DoMore/Lux			
15	ESI Ergonomic Solutions			
16	Eck Adams			
17	Encore			
18	Ergo Centric			
19	Falcon			
20	Fixtures			
21	GF Office Furniture			
22	Global			
23	Global Business Furniture			
24	Gregson			
25	Gunlocke			
26	Harden			
27	Haskell			
28	Haworth			
29	Herman Miller			
30	Hickory Chair			
31	Hickory Leather			
32	Highpoint			
33	Hon			
34	Integra			
35	JAL			
36	JSI			
37	Jasper			
38	Jofco			
39	Kimball Seating			
40	Knoll Seating			
41	Knoll Quick Ship			
42	Krueger International			
43	Krueger International Concerto Audience Seating			
44	Krueger International Lounge			
45	Krug			
46	Lazy Boy			
47	Miller Seating			
48	Maryland Correctional Enterprises			

**HOWARD COUNTY, MARYLAND
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49	National Public Seating			
50	Regency			
51	St. Timothy			
52	Sit-On-It			
53	Sitmatic Seating			
54	Steelcase			
55	Studio Q (Formerly Quaker)			
56	Styles			
57	Tract Seating			
58	Trendway			
59	United Chair			
60	Whitehall			
61	Zoom			
	<i>You May List No More Than Two (2) Manufacturers Not Otherwise Listed</i>			
62				
63				

Proposal 5 – Files, Filing Systems, Storage Cabinets and Shelving

<i>Item No.</i>	<i>Manufacturer</i>	<i>Place an “X” if Green is Available</i>	<i>Place and “X” if on Quick Ship</i>	<i>Discount</i>
1	Adelphia			
2	Brodart			
3	Datum Filing System			
4	Douron Library International			
5	Edsal			
6	Fireking			
7	Fleetwood			
8	Herman Miller			
9	Invincible			
10	Kardex			
11	Lee Metal			
12	Lyon			
13	MJ Industries			
14	Maryland Correctional Enterprises			
15	Mayline			
16	Montel Mobile Filing			
17	Palmeiri Library Furniture			
18	Parent			
19	Penco			
20	Planhold			
21	Richards-Wilcox/Times Two			
22	Russ Bassett			
23	Russwood Library Furniture			
24	Schwab Insulated Files			
25	Smith Systems			
26	Space Saver			
27	Steelcase			
28	Storage Republic			
29	Tennsco			
30	Viking			
31	Vu-Max File System			

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 BID DOCUMENT E
 BID NUMBER 2008-01**

32	Worden			
33	Wrightline			
	<i>You May List No More Than Two (2) Manufacturers Not Otherwise Listed</i>			
34				
35				

Proposal 6 – Lockers, Folding Tables and Chairs, Customers and Other Miscellaneous Furniture

<i>Item No.</i>	<i>Manufacturer</i>	<i>Place an "X" if Green is Available</i>	<i>Place and "X" if on Quick Ship</i>	<i>Discount</i>
1	ABCO			
2	Allied			
3	Claridge			
4	Clarín Seating			
5	Edsal			
6	Ergonomic Concepts			
7	Falcon			
8	Fleetwood			
9	Ghent			
10	Globe			
11	Krueger International			
12	Lee Metal			
13	Lyon			
14	Magnuson			
15	Mesa (Palmer Snyder)			
16	Midwest			
17	Mity-Lite Tables			
18	Parent			
19	Penco			
20	Quartet			
21	Regency			
22	Rubbermaid			
23	Samsonite			
24	Tennsco			
25	Viking			
26	Virco			
27	Vogel Peterson			
	<i>You May List No More Than Two (2) Manufacturers Not Otherwise Listed</i>			
28				
29				

Proposal 7 – Design Services

\$_____ per hour

(The delivered and installed discounts include the original plus two design revisions. Additional revisions are charged at the design services hourly rate.)

Do you have the capability to provide design services?

If yes, check the box that applies:

Dealer Manufacturer Third Party

Other: _____

**HOWARD COUNTY, MARYLAND
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Proposal 8 – Installation (separate from purchase) or Reconfiguration \$_____ per hour
(This must be one blended hourly rate. A quote will be
obtained for each job.)

Proposal 9 – “Quick Ship” – Delivery and installation within 15 days ARO _____%
(Indicate the up charge/percent increase above standard discount
for “Quick Ship” furniture and equipment)

THE PERSON SIGNING THE PRICE BID MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

CONTRACTOR NAME: _____

CONTRACTOR'S QUALIFICATION INFORMATION

Name of Contractor: _____

References: Give name, address, telephone number of owner or manager of three accounts for which the Contractor has provided office furniture and equipment during the past three years.

1. Account Name Contract Completion Date

Owner/Manager

Telephone

Address

2. Account Name Contract Completion Date

Owner/Manager

Telephone

Address

3. Account Name Contract Completion Date

Owner/Manager

Telephone

Address

**HOWARD COUNTY, MARYLAND
BID DOCUMENT F
BID NUMBER 2008-01**

AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number _____

I, _____, the undersigned, _____ of the above named Contractor
does (Print Signer's Name) Print Office Held)

declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the
above named Contractor and I affirm the following: (Month) (Year)

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME

TITLE

**HOWARD COUNTY, MARYLAND
BID DOCUMENT G
BID NUMBER 2008-01**

EQUAL BUSINESS OPPORTUNITY CERTIFICATE

(Must be completed, signed, and submitted with bid)

I hereby certify that I am the _____ and duly authorized
representative of (TITLE)
_____ at
(NAME OF CONTRACTOR)

(ADDRESS)

I do hereby declare and affirm that it is the intention of the above Contractor to take affirmative action, pursuant to the General Conditions, to seek out and consider Equal Business Opportunity Enterprises and affirmatively solicit their interest, capability, and prices.

I hereby designate _____
(INSERT CONTRACTOR DESIGNEE)
to administer the Equal Business Opportunity plan for this contract.

I understand and agree that, if awarded the contract, the aforesaid Contractor will undertake to implement the provisions of the above paragraph with respect to sub-contracts to be let after the awarded of the contract, but that sub-contracts will not be let until Howard County has reviewed and approved the Schedule for Participation by Equal Business Opportunity Enterprises. I understand that for failure to submit this Certificate, Howard County may consider this bid non-responsive.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of Howard County to examine, from time to time, the books, records, and files of this Contractor to the extent that such data relates and pertains to the Equal Business Opportunity Plan pursuant to this contract.

I further understand and agree that, if awarded this contract, this Certification shall be attached thereto and made a part thereof.

I declare and affirm that I am authorized on behalf of the above Contractor to make this Certification.

BY: _____
(Printed Name)

(Title)

DATE: _____

Revised: (02/26/07)

**Mayor and City Council of Baltimore
Minority and Women's Business Program
Baltimore City Code, Article 5, Subtitle 28**

BIDDER INFORMATION AND FORMS

CONTRACTING AGENCY: Bureau of Purchases

CONTRACT NUMBER: (See at top of this page.)

CONTRACT TITLE: (See at top of this page.)

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) – Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE goal is 17%

The WBE goal is 9%

Bid Requirements

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents **WITH THE BID**:

- (1) MBE and WBE Participation Disclosure Forms
- (2) Statement of Intent Form(s) signed by both Bidder and MBE or WBE
- (3) MBE/WBE Participation Affidavit

Any bid that does not include the MBE/WBE Participation Disclosure Form, signed Statement of Intent Form(s) and MBE and WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of bidder's efforts to obtain MBE and WBE participation.

Verifying Certification

Each bidder is responsible for verifying that all MBEs and WBEs to be used on a contract are certified by the Minority and Women's Business Opportunity Office (MWBOO) before bid opening. A directory of certified MBEs and WBEs is available from MWBOO. Since changes to the Directory occur daily, the bidder should call MWBOO at 410-396-4355 to verify certification, expiration dates, and services that the MBE or WBE is certified to provide.

Contract Requirements

During the term of the contract, any unjustified failure to comply with the MBE and WBE participation requirements is a material breach of contract.

**HOWARD COUNTY, MARYLAND
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Before final payment may be made under the contract, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and sex.

Substitution of MBE or WBE

The Minority and Women's Business Opportunity Office must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract.

Waiver Requests

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. No waiver will be granted unless the waiver request includes documentation that demonstrates a good faith effort to comply with the goals.

MBE AND WBE PARTICIPATION STANDARDS

Participation of M/WBEs

The total dollar value of a contract with a company certified as both MBE and WBE (M/WBE) may be counted toward either the MBE goal or the WBE goal, but not to both. The bidder must choose the goal to which the contract value is applied.

Non-affiliation

A bidder may not use an MBE or WBE to meet a contract goal if:

1. the bidder has a financial interest in the MBE or WBE
 2. the bidder has an interest in the ownership or control of the MBE or WBE
 3. the bidder is significantly involved in the operation of the MBE or WBE
- (Art. 5, §28-41)

A bidder that is an MBE or WBE may NOT use itself to meet a contract goal.

Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. (Art.5, §28-32).

Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment, or supplies as an incident to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

**HOWARD COUNTY, MARYLAND
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BID NUMBER 2008-01**

Manufacturers

A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE manufacturer. (Art. 5, §28-36)

Suppliers

Manufacturers - A bidder may count toward the contract goal 100% of its expenditure to a certified MBE or WBE supplier who manufactures the goods supplied.

Non-Manufacturers - A bidder may count 100% of its expenditure to a certified MBE or WBE supplier who is a wholesaler warehousing the goods supplied; or who is a manufacturer's representative. However, only 25% of each contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (Art. 5, §28-37)

Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture. (Art. 5, §28-33)

Insurance companies and travel agents

A bidder may count toward the contract goals only 15% of its expenditure to a MBE or WBE insurance company or travel agent. (Art. 5, §28)

Financial institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28)

If you would like to receive a copy of Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) please call MWBOO at 410-396-4355.

MAYOR AND CITY COUNCIL OF BALTIMORE
MINORITY AND WOMEN'S BUSINESS OPPORTUNITY OFFICE

MBE AND WBE PARTICIPATION
REQUIRED FORMS

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: Bureau of Purchases

Contract Number: (See at top of this page.)

Contract Title: (See at top of this page.)

Bid Due Date: (See at top of this page.)

Goals: MBE: **17%** WBE: **9%**

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
Baltimore City Department of Law
Room 101 City Hall
100 N. Holliday Street
Baltimore, Maryland 21202
410-396-4355

<p>PART A: INSTRUCTIONS</p>

The requirements of the Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition), are a part of this contract and are incorporated by reference. **FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A MATERIAL BREACH OF CONTRACT.**

The following are included:

Part A: Instructions

Part B: MBE and WBE Participation Disclosure Form

Part C: Statement of Intent Form - A Statement of Intent Form shall be completely executed for each and every MBE and WBE named in Part B.

Part D: MBE/WBE Participation Affidavit - to be completed by Bidder.

Part E: MBE/WBE Participation Waiver Request Form. If you are unable to meet the MBE and WBE participation goals for this contract, the law requires you to submit a waiver request with the bid.

Part F: Subcontractor Utilization Form

ALL FORMS ARE DUE WITH BID.

For any Contract not competitively bid and awarded by the Board of Estimates, this form is due before the Board of Estimates approves the Contract or Agreement.

PART B: MBE PARTICIPATION DISCLOSURE FORM

Use this form to list MINORITY Business Enterprises that you will use to meet the MBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE or WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of **each** contract goal may be attained by expenditures to MBEs or WBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and MBE goal is 15% or \$15,000; then participation limit for MBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% MBE goal.)

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number and Title: (See at top of this page.)

MBE SUBCONTRACTORS

Name:	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract

TOTAL DOLLAR AMOUNT OF CONTRACT \$ _____

TOTAL DOLLAR AMOUNT OF MBE SUBCONTRACTS \$ _____

TOTAL MBE PERCENTAGE OF ENTIRE CONTRACT _____ %

Form Prepared by:

Name and Title Phone # Date

(If necessary, make additional copies of this page. Each additional page must be signed and dated.)

**PART C: MBE/WBE AND PRIME CONTRACTOR'S
STATEMENT OF INTENT**

**COMPLETE A SEPARATE FORM FOR EACH AND EVERY MBE AND WBE NAMED
IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.**

Contract Number and Title: (See at top of this page.)

Name of Prime Contractor: _____

Name of MBE or WBE: _____

MBE or WBE Certification Number: _____

Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$_____ (If this is a requirements contract,
the subcontract dollar amount may be omitted.)

Subcontract percentage of total contract: _____%

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with the City of Baltimore for the above referenced contract number. The undersigned subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office.

Signature of Prime Contractor (**REQUIRED**)

Date

Signature of MBE or WBE (**REQUIRED**)

Date

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit:

Contractor acknowledges the MBE goal of 17% and the WBE goal of 9% for the contract shown at the top of this page.

My firm will make good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women’s Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO on a quarterly basis, verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this ____ day
of _____, in the year _____.

Notary Public

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: Bureau of Purchases

Contract Number and Title: (See at top of this page.)

Bid Due Date: (See at top of this page.)

Goals on this contract: 17% MBE 9% WBE

I have achieved _____% MBE _____% WBE

I am requesting a waiver of _____% MBE _____% WBE

I have contacted MWBOO for assistance _____ Yes _____ No

Number of MBE firms contacted: _____ (Attach a list of names)

Number of WBE firms contacted: _____ (Attach a list of names)

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) the reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals.
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Signature of Authorized Company Representative

Date

**HOWARD COUNTY, MARYLAND
 BID DOCUMENT G
 BID NUMBER 2008-01**

PART F: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.

Prime Contractor's Name: _____

Contract Number and Title: (See at top of this page.)

Total Contract Dollar Amount: _____

Provide the following information for EACH AND EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Duplicate form if necessary.)

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
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Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why

 Prime Contractor's signature

 Date



HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
www.howardcountymd.gov/purchasing

ADDENDUM NO. 1

July 26, 2007

Invitation for Bid No. 2008-01
Title: Price Agreement for Office Furniture and Equipment
Opening Date: August 15, 2007 Time: 11:00 AM

This addendum is hereby made a part of the subject Invitation for Bid. Please note the following changes, information and/or instructions and submit your bid accordingly.

1. The email address for Shelley Liby, Buyer, on the cover page should be corrected to sliby@howardcountymd.gov.
2. For the purpose of clarifying the payment terms under the subsequent contract, delete in its entirety item number 8. Cash Discounts in Bid Document C, page 7.
3. For the purpose of clarifying the request for “green” products to be identified on the Price Bid, the request for availability of “green” furniture is for informational purposes only. Delete in its entirety item number 21. Environmentally Preferable Products in Bid Document C page 10. Therefore, since “green” certification will not be a factor in determining the award, documentation is not required with bids. Certification may be required on a case-by case basis as determined by participating entities of BRCPC.
4. Delete in its entirety item number 1.4 under Scope in Bid Document D. Manufacturers included in the U.S. Communities Purchasing Alliance (USC) contract may determine the pricing to bid on this solicitation.
5. Change 4.1 under Contractor’s Qualifications in Bid Document D to read as follows:

All Contractors must be engaged in either the manufacturer of or furnishing and installation of office furniture and equipment and must have been actively engaged in this field for a period of no less than three years. All Contractors must be able to deliver, set-up and/or install the complete manufacturers line of furniture and equipment and must be capable of servicing what they sell.

6. This is to confirm that 7.2, under Price Adjustment for Goods in Bid Document D, is correct as stated. To minimize the frequency with which BRCPC participating entities have to deal with list price changes, this paragraph requires that list prices remain firm for one year; regardless of how often manufacturers may adjust prices.
7. For the purpose of clarifying the estimated value of this contract as stated in item number 8.3 under Estimated Quantities in Bid Document D, it is \$10 million per year.
8. Change 10.2.2 under Multi-Step Submission of Documents in Bid Document D to read as follows:

Award will be made on the basis of the highest discount per manufacturer.

9. Under item number 13.2, Delivery and Shipping, add the following sentences:

Installation integral to the purchase of systems furniture and industrial shelving only may be quoted separately. Proposal 10 is added to the Price Page for this purpose.

10. Under item number 18. Reports in Bid Document D the existing language becomes 18.1 and the following is added:

18.2 The Contractors must submit semi-annual minority business participation reports in an Excel format prescribed by the County on June 30 and December 31 of each year. Reports are due to the County on August 1 and February 1 respectively following the end of each six-month period. The semi-annual reports must show minority participating in connection with this contract by the BRCPC participating entities.

11. Replace the initial Technical Bid, Pass/Fail Assessment, page 3 and Price Bid, page 11 in Bid Document E with the attached revised pages.

A link is provided next to the solicitation and addendum links on Howard County's Office of Purchasing web site (www.howardcountymd.gov/purchasing) to an Excel spreadsheet for the Price Pages. Use of the spreadsheet is optional. If the Excel spreadsheet is used, the County must receive printed copies of the Price Pages as the bid submittal.

12. For the purpose of clarifying Proposal 7 – Design Services on the Price Bid in Bid Document E, Contractors may check all boxes that apply to the provision of design services. However, only one blended hourly rate may be bid.
13. For the purpose of clarifying the number of copies required--it is one original and three copies. Item number 1.1 under General Terms And Conditions For All Solicitations in Bid Document C is incorrect.

- 14. Item number 21.0 under 20. Cooperative Purchasing should be corrected to 20.1.
- 15. Refer to Bid Document G, pages 2 (Bidder Information and Forms), 5 (MBE and WBE Participation Required Forms) and 11 (Part E): The City of Baltimore MBE and WBE participation goals are revised to: MBE 5% and WBE 0%.

SUBMISSION OF BIDS

The first three pages of Bid Document E that make up the TECHNICAL BID – Step One must be submitted separately from the PRICE BID – Step Two. The technical and price bids are to be mailed together in one package or envelope, but the technical and price bids must be stapled or clipped separately. There shall be no reference to the discounts in the Technical Bid.

Please acknowledge this addendum by signing below and returning with your bid. Failure to acknowledge this addendum may be cause for rejection of your bid.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

TECHNICAL BID
(Step One – Submitted Separately From Step Two)

PASS/FAIL ASSESSMENT

TITLE: Price Agreement for Office Furniture and Equipment

OPENING DATE: August 15, 2007 TIME: 11:00 AM

Contractor Name: _____

<i>Question</i>	<i>Yes</i>	<i>No</i>
1. In accordance with Bid Document D, 4.1, is your firm capable of delivering, setting up (i.e. uncrate, minor assembly, make ready for use), installing (i.e. set in position and connect and adjust for use) and servicing the complete manufacturers' lines of furniture and equipment?	_____	_____
2. In accordance with Bid Document D, 4.1, has your firm been in business for at least 3 years? How many? _____ A copy of the Articles of Incorporation, a partnership agreement or any other document establishing your firm is required to support your answer.	_____	_____
3. In accordance with Bid Document D, 13, will delivery and installation be provided as required in this solicitation? Will you or a third party provide it? [] You [] Third Party If by you, provide the number of employees available to deliver and install furniture. Number of Employees: _____ If by a third party, provide the name(s) of the party(ies): a. _____ b. _____ c. _____	_____	_____
4. In accordance with Bid Document D, 12.2, do you accept procurement cards? If yes, list the cards. _____	_____	_____
5. In accordance with Bid Document D, 17, do you have the ability to provide semi-annual reports as required? If yes, in what form? [] Email [] Fax	_____	_____

Proposal 8 – Installation (separate from purchase) or Reconfiguration. \$_____ per hour
(This must be one blended hourly rate. A quote will be
obtained for each job.)

Proposal 9 – “Quick Ship” – Delivery and installation within 15 days ARO. _____%
(Indicate the up charge/percent increase above standard discount
for “Quick Ship” furniture and equipment)

Proposal 10 – Installation (integral to the purchase) for Systems Furniture and Industrial Shelving. \$_____ per hour
(This must be one blended hourly rate. A quote will be obtained
for each job.)

THE PERSON SIGNING THE PRICE BID MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

CONTRACTOR NAME: _____



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ADDENDUM NO. 2

August 3, 2007

Invitation for Bid No. 2008-01
Title: Price Agreement for Office Furniture and Equipment
Opening Date: August 15, 2007 Time: 11:00 AM

This addendum is hereby made a part of the subject Invitation for Bid. Please note the following changes, information and/or instructions and submit your bid accordingly.

1. For the purpose of clarifying Proposal 8, remove the “installation” from the description. The hourly rate quoted is only for reconfiguration of systems furniture.
2. For the purpose of clarifying Proposal 10, change it to include library shelving as follows:

*Proposal 10 – Installation (integral to the purchase) for Systems Furniture, Industrial Shelving and Library Shelving.
(This must be one blended or average hourly rate. A quote will be obtained for each job.)*

All other terms and conditions remain the same.

SUBMISSION OF BIDS

The first three pages of Bid Document E that make up the TECHNICAL BID – Step One must be submitted separately from the PRICE BID – Step Two. The technical and price bids are to be mailed together in one package or envelope, but the technical and price bids must be stapled or clipped separately. There shall be no reference to the discounts in the Technical Bid.

Please acknowledge this addendum by signing below and returning with your bid. Failure to acknowledge this addendum may be cause for rejection of your bid.

ADDENDUM RECEIVED BY:

Company Name

Signature

Title