

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS (AACPS)
PURCHASING OFFICE
2644 RIVA ROAD
ANNAPOLIS, MARYLAND 21401



Request for Bid #25CM-002

Title: MATERIALS OF INSTRUCTION CATALOG DISCOUNT PROGRAM

Issued: Tuesday, July 2, 2024 **Buyer:** Julie Hale, CPPB, Senior Buyer Specialist jhale@aacps.org

Bid Due Date: Tuesday, July 23, 2024, at 2:00 pm EDT in the Purchasing Office.

The opening is public and will be conducted in the Bid Room at the above address. If the Central Office Building (address above) is closed due to inclement weather, bids shall be due on the next business day that the building is open. The bid opening time remains the same regardless of the opening day. Call 410-222-5000 to determine if the building is closed. The closing of schools does not always constitute the closing of the Central Office Building.

Minority and Small Business Enterprises and Veteran-Owned Businesses are encouraged to respond to this RFB.

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

Your signature on this page provides AACPS with your acknowledgment and acceptance of the terms and conditions contained in the Request for Bids. When this page is executed by an authorized officer of Anne Arundel County Public Schools, these specifications, terms and general conditions, and price bid shall become a legally binding contract between the successful bidder and AACPS.

Name of Bidder: _____

Address: _____

Phone: _____ Web Address: _____ Email: _____

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

MDOT MBE Certification #, if any _____ DGS Small Business Registration #, if any: _____

Date Bid Submitted: _____ Signature of Bidder: _____

Printed Name and Title: _____

Accepted by AACPS Director of Purchasing _____ (Date)

Award Limitations:

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Section I: GENERAL INFORMATION

1. GENERAL

The Board of Education of Anne Arundel County, also referred to as Anne Arundel County Public Schools or AACPS, is soliciting competitive sealed bids for a Materials of Instruction Catalog Discount Program as more fully described herein.

The schedule of the bidding process is as follows:

Issuance of RFB	Tuesday, July 2, 2024
Questions to AACPS Buyer	No later than Thursday, July 11, 2024, at Noon EDT
Bids are due to AACPS Purchasing Office	Tuesday, July 23, 2024, at 2:00 pm Eastern Time
Anticipated award	On or about August 22, 2024

Bidders are responsible for reviewing and understanding this solicitation. To that end, prospective bidders may submit questions to the AACPS Buyer named above.

- Questions must be in writing and submitted via hard copy or email.
- Questions received after the above date will be answered only if time permits.
- The Buyer will distribute a written summary of responses to timely-received questions to all prospective bidders known to have received a copy of this RFB.
- A Bidder who has received this document should immediately visit the AACPS website (<http://bids.aacps.org/>) and register as a plan holder for this Bid. This will ensure that the bidder is notified of any addenda, additional materials, or other communications related to this RFB.
- Oral communications are not binding.

2. NO OBLIGATION

This solicitation implies no obligation on the part of AACPS.

3. COMPETITIVE SEALED BID PROCESS

- Bidders shall submit all requirements outlined in the RFB.
- A bidder may not offer more than one price on each line item.
- The buyer will review each bid submission for responsiveness. If the bid is determined to be *not responsive* or the bidder *not responsible*, the bid will be rejected, and the bidder notified in writing accordingly.
- AACPS may award contract(s) based on groups, individual line items, lots, or any combination thereof, at the sole option of the AACPS.
- Recommendation for award will be made to the responsible bidder(s) submitting the lowest responsive bids(s) and representing the best value to Anne Arundel County Public Schools in accordance with Sect. 5-112 of the Education Article, Maryland Annotated Code.

4. BID SUBMISSION INSTRUCTIONS

- **Bids may be submitted electronically.** Electronic bid submissions must be done through the AACPS website. When submitting an electronic bid, go to www.aacps.org; then click *Vendors &*

Contractors/Bid Information/Current Bid Information/Bid Submissions (in red). The time of receipt is the time the electronic submittal is RECEIVED by Anne Arundel County Public Schools – NOT the time you begin the upload. Please allow additional time for your submission to be fully uploaded. AACPS is not responsible for technical failures that result in a late submission. **The bid must be combined into one PDF file. Do not upload each document separately.**

- Bidders who wish to mail in or drop off their bid shall submit one paper copy, including all attachments, on or before the bid due date and time specified on the title page. Bidders shall also submit one electronic copy of the bid on a flash drive.
- Bids sent for next-day delivery via USPS are delivered to the nearest post office – not the AACPS Central Office. AACPS then retrieves deliveries from the Post Office the next day. Bidders using this USPS shipment method should allow at least one extra business day for delivery to the Central Office.
- Bidders are responsible for properly labeling their bid envelope with the company name, address, bid number, and due date. AACPS is not responsible for a bid that may be inadvertently opened before the bid due date unless it is submitted with proper labeling.
- **E-mailed bids will not be accepted.**
- Bidders may not submit an electronic bid AND a paper bid for the same solicitation. Similarly, bidders may not submit an electronic bid twice on the AACPS online system for the same solicitation. If that happens, a bidder may request to withdraw one of the bids in writing **ONLY IF THE TIME FOR BID SUBMISSION HAS NOT LAPSED**. If the time for bid submission has lapsed and the bidder has not made a written request to withdraw one of the bids, AACPS will reject the second bid submitted, regardless of how it is submitted.
- Any bids received after the date and time specified are considered late and will be rejected on that basis. It is the sole responsibility of the bidder to ensure that their bid is submitted on or before the bid due date and time specified in the solicitation. Late bids will be refused, returned unopened, or destroyed at the bidder's request.

5. REJECTION/CANCELLATION OF RFB

This solicitation is subject to cancellation when determined by the Director of Purchasing to be in the best interest of AACPS. AACPS may reject any or all bids when determined by the Director of Purchasing to be in the best interest of AACPS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive bid from a responsible bidder, AACPS may reject bids that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible bidders that show a risk of default.

6. PRICE GUARANTEE

The bidder warrants that the bid price shall be effective for a period of not less than 90 days from the date bids are due in order to give AACPS time to award the contract. NOTE: For the successful bidder, prices shall remain firm over the duration of the contract.

7. EXCEPTIONS

If a bidder takes any exceptions to the terms and conditions of the RFB, a bidder shall notify AACPS in writing not later than ten calendar days (Saturdays and Sundays included) before bids are due. Failure

to take exceptions within the timelines indicated shall be construed by AACPS as full acceptance of the stated terms and conditions.

8. REQUIRED DOCUMENTS

The required documents for this solicitation shall include the signed, original, unaltered solicitation documents including any addenda issued by AACPS, financial statement, completed Qualifications Affidavit, completed Bid Work Sheet, and any other additional documents requested. Failure to do so may result in the rejection of the bid. Acceptable documents for compliance with the Financial Statement requirement include bidder's:

- Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report; or
- Other financial documents determined to be acceptable by the Director of Purchasing.

9. BID WITHDRAWAL

No bid can be withdrawn after it is submitted to AACPS unless the bidder makes a written request to the buyer, before the bid due date, or if the bidder provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of the AACPS Director of Purchasing*.

10. COST OF BIDDING

AACPS does not accept responsibility for any expenses incurred in the bid preparation and presentation requirements, if any. Such expenses are the sole responsibility of the bidder.

11. COOPERATIVE PURCHASING

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, AACPS reserves the right to extend the terms of any contract resulting from this bid to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify AACPS of those entities that request to use any contract resulting from this bid and provide usage information to AACPS, if requested.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

12. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulation DEC-RA.

13. REGISTRATION

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland. Bidders should contact the SDAT directly to determine their registration requirements:

[http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)

Bidders that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at

<https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State bidders must be in

good standing with their home state authority.

Bidders that fail to comply with these requirements may be rejected as not responsible.

14. ANTI-BRIBERY

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government.

15. TAXES

AACPS is exempt from federal excise taxes [52-73-0144K] and State and local sales or use taxes [3000110-2]. Bidders may not include these taxes in their bid price. If a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor pays Maryland sales tax and exemption does not apply.

16. TOBACCO PRODUCTS

The use of drugs, alcohol, and tobacco products is not permitted on school property. AACPS Board Policy and Regulation GAC-RA and COMAR 13A.02.04 require AACPS to maintain drug, alcohol, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination

17. IRREGULARITIES

AACPS reserves the right to waive any minor irregularities in the solicitations or bids. AACPS reserves the right to negotiate or modify any element of the bid to ensure that the best possible arrangements for achieving the stated purpose are obtained.

18. SUBCONTRACTORS

AACPS shall enter into an agreement with the selected Contractor(s) only. The selected Contractor(s) shall be responsible for all services required by this RFB.

19. NON-HIRING OF OFFICIALS AND EMPLOYEES

No official or employee of AACPS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of AACPS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

20. SEX OFFENDER NOTIFICATION

A. Registered Sex Offender

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. *See Criminal Procedure Article, §11-707, Annotated Code of Maryland.* An AACPS Contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A Contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. *See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.*

B. Other Crimes

An AACPS Contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children if the employee has been convicted of:

Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308
of the Criminal Law Article if committed in Maryland;
Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
An offense under the laws of another state that would constitute child sexual abuse under Section 3-602
of the Criminal Law Article if committed in Maryland;
A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland;
or
An offense under the laws of another state that would constitute a crime of violence under Section 14-101
of the Criminal Law Article if committed in Maryland.

See Education Article, §6-113, Annotated Code of Maryland

C. AACPS Contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all of the Contractor's direct employees, subcontractors, and independent Contractors.

D. Violations of any of these provisions may result in immediate termination for cause.

E. Contractor workforce requiring access to any of the AACPS schools located on the secure portion of Fort Meade will require additional background checks conducted by the Installation.

Each Contractor shall screen their workforce to ensure that a Registered Sex Offender does not perform work at a county public school and that a subcontractor and/or independent Contractor conducts screening of its personnel who may work at a school. The term workforce is intended to refer to all the Contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause AACPS to take action against the Contractor up to and including termination of the contract.

21. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS

In addition to the requirements of Section 20 above, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

22. ACCESS TO PUBLIC RECORDS

Bidder should identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Maryland Public Information Act. Bidders are advised that the Director of Purchasing may be required to make an independent determination whether the information may be disclosed.

23. GIFTS

In accordance with Board Policy BAF, contractors are notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/bidder is no longer a responsible bidder or vendor.

24. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at

<https://emma.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

25. TIE BIDS

"Tie bids" mean responsive bids from responsible bidders that are identical in price, terms, and conditions. In the event of a tie bid, an award shall be made to the in-state business if identical favorable bids are received from an in-state and out-of-state bidder.

If both low bids are from in-state businesses, the award may be made to the in-state low bidder that is an MDOT-certified minority business enterprise or State certified small business. If none of the tie-breaking rules apply, a drawing shall be conducted. In addition to the Buyer, an AACPS employee shall also be present to verify the drawing and certify the results on the bid tabulation sheet.

26. CHECKLIST for requirements in your bid response, provided for your convenience:

- a. **Return the entire, original RFB document, including the title page, bid worksheet, and addenda, if any.** If the bid is not electronically submitted, then one paper copy and one electronic copy provided on a flash drive are required.
- b. Qualifications Affidavit
- c. Financial Statement
- d. Completed Electronic Funds Transfer Request Authorization
- e. Completed Acknowledgement of Nepotism Policy
- f. Copy of Bidder's catalog and/or website information

Failure to provide all of the requirements may be cause for the rejection of your bid.

A Bidder who has received this document should immediately visit the AACPS website (<http://bids.aacps.org/>) and register as a Plan Holder for this Bid. This will ensure that the bidder is notified of any addenda, additional materials, or other communications related to this RFB.

Section II: SPECIFICATIONS

1. SCOPE

Anne Arundel County Public Schools, herein called AACPS, is contracting for a catalog discount program for instructional materials.

Materials of Instruction are defined as materials, other than textbooks, essential to the development of skills and content specified in curriculum documents. These basic instructional materials include **but are not limited to**, CDs, DVDs, manipulatives, art supplies, kits, games, books, early childhood furniture and play sets, STEM and/or robotics materials, science supplies, sewing machines, supplies for the centers of applied technology, and other educational teaching tools.

Awards will be considered only for catalogs offering primarily instructional products similar to those currently utilized by AACPS and other participating school entities. The acceptability of the catalog is at the sole discretion of AACPS.

Award notices for the resultant contracts are intended to be shared with, and utilized by, participating member agencies of the Mid-Atlantic Purchasing Team (MAPT). See the attachment included in this bid package.

Participating school districts typically include Anne Arundel County, Baltimore County, Baltimore City, Carroll County, Howard County, and Harford County and may include other school districts/systems, both public and private, within the State of Maryland and throughout the United States.

2. SPECIFICATIONS

- 2.1 AACPS is the lead agency for this RFB. An award may be recommended for any suppliers that meet the standards defined herein. AACPS will not make an award to any supplier that does not provide professional, quality, and aggressive pricing to deliver the products described herein. AACPS reserves the right to entertain submittals for further catalog discounts when it has been determined that said discounts would be beneficial and in the best interest of AACPS.
- 2.2 **CATALOG:** Contractor must produce a catalog, online or on paper, at their own expense that displays and describes the materials of instruction that they have to offer to participating school districts. The catalog should be in color, and provide a picture of the product offered, and a full description of the product offered. Each product offered shall have a product number associated with it and the suggested list price. AACPS does not require a special or separate catalog to be produced.
- 2.3 **INVENTORY:** Contractor must carry a sufficient inventory of all materials of instruction offered in their catalog. Sufficient inventory is hereby defined as delivered within 3-10 calendar days after receipt of a legitimate purchase document such as a purchase order or procurement card.
- 2.4 **DELIVERY:** Contractor must deliver all orders FOB Destination, Freight Included. Deliveries shall be accepted during normal working hours as defined by each participating school district. Inside delivery is required and must not require the assistance of any AACPS staff.
- 2.5 **PRICING:** A discount of *at least* **10%** must be offered for award consideration. Contractor must maintain the discount structure over the duration of the contract.
- 2.6 **SALES REPRESENTATION:** Contractor must have a sales representative assigned to the participating school district. The sales representative must be fully capable of discussing the products in detail that are offered in the contractor's catalog. From time to time, a teacher may

want to see a sample of the product offered and the sales representative must accommodate that request within a reasonable amount of time.

2.7 REPORTS: Upon request, Contractor must produce a usage report by product for each participating school district AND a cumulative usage report for the lead agency, AACPS. The usage report shall provide details of the buying habits of each school in the participating school districts, and the district as a whole.

2.8 AUTOMATION: Contractor must maintain a website and be capable of accepting electronically transmitted orders. The website must minimally display products available in its catalog and provide an online ordering vehicle for use by the participating school districts.

2.9 NEW PRODUCTS/SUPPLIERS: AACPS may, at their discretion, add vendors to this Contract throughout its term. The pricing must be approved by the Director of Purchasing.

3. QUANTITIES

AACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid must apply regardless of any increase or decrease in the estimated quantities shown herein.

4. DURATION OF CONTRACT

Once awarded, the contract will remain in force and effect for a period not to exceed five years from the date of award. Upon completion of this initial term, AACPS reserves the right to rebid or, at its sole option, to extend this contract for up to five, one-year periods.

5. F.O.B. DESTINATION

All contract pricing must include shipping. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the AACPS.

6. FORT GEORGE G. MEADE UNITED STATES ARMY INSTALLATION RESTRICTED ENTRY:

All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools, **on the secure portion of the Fort George G. Meade United States Army Installation** (Installation), must obtain the necessary access credentials before attempting entry. **NO EXCEPTIONS.**

The following schools are located on the secure portion of the Installation which requires the contractor to obtain the necessary access pass. Access to these schools is through the Reese Road gate inspection station.

Manor View Elementary
Pershing Hill Elementary
West Meade Early Education Center
MacArthur Middle School

Note: Meade High School, Meade Middle School, and Meade Heights Elementary are not located on the secure portion of the Installation and may be visited without an access pass and do not require entry through the Reese Road gate inspection station.

The contractor will need to submit to a background check conducted by the Installation to obtain the needed access pass. To begin this process, contact AACPS, Office of Investigations, Debbie Jones, at dajones2@aacps.org and request a Fort George G. Meade Installation Access Request form (Form 191). If there are any questions call (410) 222-5287. Once the access form is completed and approved by AACPS you will then need to present it, along with the required identification documentation, to the Installation's Demps Visitor Control Center at:

Demps Visitor Control Center
902 Reece Road
7:30 a.m. to 4:00 p.m., Monday through Friday
(301) 677-1064 or (301) 677-1065

Contractor personnel must submit a Form 191 and present two forms of identification in original form and must be neither expired nor cancelled in order to obtain access (or when necessary an ID badge):

- 1) A State-issued identification card (e.g. driver's license) with picture and Real ID Act 2005 compliant;
- 2) Original social security card (photocopy not acceptable); and
- 3) Original birth certificate or passport as proof of citizenship. Contractor personnel who are not U.S. citizens will be required to provide immigration documentation.

Go to the following link for further information on access requirements:

<https://home.army.mil/meade/index.php/about/visitor-information>

Contractors are responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

7. CONFIDENTIALITY

Contractor must ensure the complete confidentiality of any and all information provided by AACPS and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed must not be provided to any other party without the expressed written approval of the Director of Purchasing.

8. ACCESS TO THE PREMISES

AACPS will provide access to applicable AACPS Locations, Monday through Friday 8 A.M. to 2 P.M. Eastern Time on days AACPS is open for business. Vendors are welcome to visit our website at www.aacps.org for school holidays and other school closings.

9. INSPECTION OF SERVICES AND TESTING OF SUPPLIES AND SERVICES

The Contractor must provide and maintain an inspection system acceptable to the AACPS covering the supplies/services under this solicitation/contract. Complete records of all inspection work performed by the Contractor must be maintained and made available to the AACPS during contract performance and for as long afterward as the contract requires.

10. INSURANCE REQUIREMENTS

Unless otherwise specified in this RFB, the Contractor shall be required to purchase and maintain during the life of the Contract, commercial general liability insurance, business automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project. On all Commercial General Liability Insurance policies the Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all AACPS parties, administrators, executives, employees and volunteers shall be named as an additional insured, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within 10 days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall send a copy within two business days of its receipt to the AACPS Purchasing Office. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

11. WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the AACPS Parties, including the Board of Education of Anne Arundel County (the Board), administrators, executives, employees or volunteers for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

Section III: MANDATORY TERMS AND CONDITIONS

The following are mandatory terms and conditions to be included in all contracts.

1. COMPLIANCE WITH LAWS

The Contractor hereby affirms:

- A. It is qualified to do business in the State of Maryland and it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit 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 this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract

2. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AACPS, including the Director of Purchasing or the Director of Purchasing's designee, at all reasonable time.

3. TERMINATION

3.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully, and promptly any obligation owed to AACPS under this contract, then AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by AACPS, shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt, and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

3.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with the termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

3.3 NONAVAILABILITY OF FUNDING

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this

contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either AACPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

4. MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

5. ASSIGNMENT

Contractor may not assign this contract to successors, associated companies, or any other parties for any reason without written approval of AACPS.

6. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, contractor may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally bid on the BID WORKSHEET, found in Section V attached hereto and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal

Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

6.1 Payments by EFT

By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer, unless the AACPS Director of Purchasing grants an exemption. Unless previously registered, the selected Bidder shall register using the form titled, *Electronic Funds Transfer Request Authorization*, included as an Attachment to this RFB. The original, completed EFT form should be sent to the Buyer.

6.2 Payments by Procurement Card

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. ***The Contractor may not charge AACPS for any fees related to the use of the procurement card above their bid prices.***

7. INDEMNIFICATION OF ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

To the fullest extent permitted by law the Contractor shall indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's

performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, or be against, suffered or sustained by other corporations and persons to whom the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS Parties, including its Board of Education, administrators, executives, employees and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Director of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Director of Purchasing.

8. CODE OF ETHICS

This solicitation is governed by the Board of Education of Anne Arundel County Vendor Relations Policy DEC and Vendor Relations Administrative Regulation DEC-RA. Also, in accordance with the Board's Ethics and Conflict of Interest Policy BAF, if an AACPS employee has a financial interest in a company, that company may not submit a bid for an AACPS contract.

9. HIRING OF AACPS EMPLOYEES

The Board of Education of Anne Arundel County Policy BAF provides, in part, that an AACPS employee *may not own or have a financial interest in* an entity that has negotiated or entered into a contract with the School System or Board.

The Board Policy can be found in its entirety at <https://aacpsschools.org/boardpolicies/wp-content/uploads/bsk-pdf-manager/2020/12/FINAL-BAF-Ethics-and-Conflict-of-Interest-2019.pdf>

10. DISPUTES

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulation DEC-RA. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Director of Purchasing's decision

11. REGULATIONS

The policies established by the Board of Education of Anne Arundel County and administration regulations in effect on the date of execution of this Contract are applicable to this Contract.

12. WAIVER

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

13. NON-DISCRIMINATION CLAUSE

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

14. MODIFICATIONS AND AMENDMENTS

Modifications to this Contract may be made only with the written agreement of both parties unless an express unilateral right is identified herein.

15. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, pandemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same is provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

16. AACPS EQUIPMENT ISSUED TO CONTRACTOR (if applicable)

Contractor shall be responsible for payment for loss or damage to AACPS equipment issued to contract staff as part of their scope of work. AACPS shall invoice Contractor for lost or damaged AACPS equipment, and payment shall be rendered by Contractor within 30 days of invoice.

The remainder of this page is intentionally blank.

Section IV: BID WORK SHEET

Bidder: _____

Bid prices shall be submitted as follows and shall include all costs associated with the performance of this RFB. This includes, but is not limited to salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs:

NOTE: Amendments to solicitations that may affect pricing often occur before bid opening. It is the bidder's sole responsibility to obtain amendments once they have been posted.

The use of brand names shall be interpreted as follows:

1. Brand names used with the "or equivalent" clause are intended to be descriptive and not restrictive. Bids may be considered on models or brands or products of manufacturers other than those specified provided the documentation and samples required are provided with your response.

2. Brand names that do not use the words "or equivalent" after them are to be considered the only brands acceptable to AACPS.

AACPS retains the sole right to determine when an equivalent is acceptable.

Bid Responses shall be submitted as follows and shall include salaries, expenses, service charges, overhead, shipping, and any other related costs of doing business.

A DISCOUNT OF AT LEAST 10% MUST BE OFFERED FOR AWARD CONSIDERATION.

AACPS anticipates multiple awards based on the various discounts and product offerings submitted by the Respondents.

Catalog Discount Structure with NO minimum order by dollar amount or quantity:

_____ % off list

Price Bid Compiled by: _____
(Signature)

(Print Name of Individual Signing Form)

Section V: DEFINITIONS

- (1) **“Day”**: Calendar day unless otherwise indicated
- (2) **“Equivalent Item”**: An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.
- (3) **“Responsible Bidder”**: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.
- (4) **“Responsive Bid”**: A bid submitted in response to a request for bids that conforms in all material respects to the requirements contained in the request for bids.

Section VI: QUALIFICATIONS AFFIDAVIT

Submitted By: _____

AACPS reserves the right to contact additional references not contained in the Affidavit. Information obtained from the references provided herein, and any additional references not listed in this Affidavit, will assist AACPS in making the determination on bidder responsibility. If AACPS, in its sole discretion, determines that a bidder's references are inadequate, AACPS reserves the right to determine a bidder is not responsible which may be cause for rejection of the bid.

Bidder shall have at least five years of experience in providing instructional materials and/or furniture, similar in scope and complexity to those described herein. AACPS may consider the experience of the bidder's key personnel toward the experience requirement.

1. How many years has your firm been in the business of providing similar products/services? _____
_____ years of relevant experience

2. List at least three contracts/references similar to the work described herein, which your organization has completed within the last 12 months. (Include company names, school district or government agency, address, and contact person and phone number).

A. Date of Substantial Completion: _____

Project Description: _____

Address: _____

Agency or School District: _____

Contact Person: _____

eMail: _____ Phone Number: _____

Company Name: _____

Open Punch List: Yes _____ No _____

Value: \$ _____

B. Date of Substantial Completion: _____

Project Description: _____

Address: _____

Agency or School District: _____

Contact Person: _____

eMail: _____ Phone Number: _____

Company Name: _____

Open Punch List: Yes _____ No _____

Value: \$ _____

C. Date of Substantial Completion: _____

Project Description: _____

Address: _____

Agency or School District: _____

Contact Person: _____

eMail: _____ Phone Number: _____

Company Name: _____

Open Punch List: Yes _____ No _____

Value: \$ _____

3. List two additional professional references not including those cited above. Provide project name, address, phone, email, and point of contact.

Project Name	Address	Phone	Email	Point of Contact

4. What is your Dunn and Bradstreet Rating? _____

5. How many people does your company presently employ on a:

A. Full-time basis? _____

B. Part-time basis? _____

6. Has your organization performed any contract for any unit of the State of Maryland or Anne Arundel County Government over the last five years other than those listed in Section 2? (Please list names, addresses, dates and the government employee responsible for accepting the work).

7. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.

8. Has your company ever been suspended or debarred from bidding on local, school, state, or federal contracts for any reason? Explain.

9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Are there any tax liens against your company? Explain.

10. Are any officers or employees of your company also employees of Anne Arundel County Public Schools? Do any officers or employees of your company have immediate family members who are employees of Anne Arundel County Public Schools? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful, and complete, to the best of his/her knowledge and belief.

Dated this _____ day of _____ 2024.

Name of Organization: _____

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

**AACPS Accounting Office
Electronic Funds Transfer (EFT) Request Authorization**

Return to: accountingdept@aacps.org

The form can be found at the following link:

<https://tinyurl.com/4w7fu3cu>

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ___ domestic or ___ foreign;
- (2) Limited Liability Company — ___ domestic or ___ foreign;
- (3) Partnership — ___ domestic or ___ foreign;
- (4) Statutory Trust — ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. **An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant.** A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

- B. An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
- 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Section 6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____ (printed
name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)

Date: _____



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council (“BMC”) and the Metropolitan Washington Council of Governments (“MWCOG”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The lead agency has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - a. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - b. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting

The supplier/contractor and participating entity agree:

- a. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- b. To provide to BMC and/or MWCOG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- c. Contract obligations rest solely with the participating entities only;
- d. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives> and www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/