

Solicitation Number: JBO-722-19



MULTI-STEP COMPETITIVE SEALED BID

OFFICE SUPPLIES

SOLICITATION NUMBER: **JBO-722-19**

BID ISSUED DATE: **May 15, 2019**

PRE-BID: A PRE-PROPOSAL meeting is scheduled for **May 23, 2019, 11:00 A.M.**, at BCPS Office of Purchasing, 6901 N. Charles St., Building E, Room 123, Towson, Maryland 21204

DUE DATE: **June 19, 2019**

DUE TIME: **2:00 P.M.** (Eastern Time Zone)

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
JBO-722-19 Attn: Jamika Bowen
6901 Charles Street, Building "E",
Towson, Maryland 21204

Failure to plainly identify your submission as a "SEALED BID" on the outside of the return envelope may result in premature opening of the envelope and bid.

Baltimore County Public Schools reserves the right to waive informalities, to reject all bids, and to reissue this bid at its option, and does not make an obligation to purchase by issuing this bid.

For updated bid information please visit our website
http://businessservices.bcps.org/departments/fiscal_services/purchasing/

BALTIMORE COUNTY PUBLIC SCHOOLS

Verletta White ♦ Interim Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

INVITATION FOR BIDS:

The Board of Education of Baltimore County invites firms to bid on “**OFFICE SUPPLIES**” for Baltimore County Public Schools and multiple jurisdictions, **Solicitation Number JBO-722-19**. Procurement questions can be emailed to Jamika Bowen at JBowen@bcps.org. You must identify the solicitation number, within your email message. Verbal questions will not be taken.

Suppliers proposing to bid may secure a set of solicitation documents after 2:00 P.M. (EST), on or after **May 15, 2019**. Solicitation documents can be obtained electronically by emailing request to: JBowen@bcps.org. Email requests MUST include bidders’ corporate address, phone number, fax number, and representatives contact name. Additionally, hard copy contract documents are available for pickup at the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. There is no cost for the solicitation.

A pre-bid meeting is scheduled for **May 23, 2019 11:00 A.M.**, at BCPS Greenwood Campus, 6901 N. Charles St., Building E, Room 123, Towson, Maryland 21204.

Sealed bids will be received until **June 19, 2019, no later than 2:00 P.M.** in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

This solicitation is being offered to select a supplier(s) to provide all necessary labor, supervision, materials, and equipment and skill required to provide office supplies. (Commodity Code: 61500 Office Supplies General – all categories).

The firms who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 15% participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education’s goal for economic development. Certified Minority Business Enterprises and Small Business Enterprises are encouraged to respond to these solicitations.

Bidders shall include minority and small business enterprise material as provided herein with their proposal. Bidders failing to submit the minority and small business enterprise material as provided herein, including the Small and Minority Business Enterprise Utilization Affidavit may result in the bid being determined non-responsive.

The Board of Education of Baltimore County reserves the right to reject any or all proposals and to waive informalities.

By Order of the Board of Education of Baltimore County
Office of Purchasing



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 ("MWCOC") 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 MWCOC 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/

BALTIMORE COUNTY PUBLIC SCHOOLS

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**BALTIMORE COUNTY PUBLIC SCHOOLS
PART I: GENERAL TERMS AND CONDITIONS**

1. AN INVITATION TO BID

- a. Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.
- b. In accordance with State law, all bids having a potential award value of \$25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.
- c. For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.
- d. Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment
- e. These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.
- f. The Bidder will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder must determine which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.
- g. Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the BCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.
- h. BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.

- i. Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability, of an alternate is solely the responsibility of the Office of Purchasing. (Refer to Part II, Specifications.)
- j. The product offered by the bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the bidder shall offer to BCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- k. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPS, which provide sufficient data to enable BCPS to judge the vendor's compliance with the specifications.

2. BID PREPARATION, PROPOSAL SHEET, BID OPENING

- a. Bidder must submit one (1) original, with original signatures, of their proposal using BCPS proposal forms, unless otherwise directed. The bidder shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. Each bidder may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.
- b. Signed bids should be returned in a sealed envelope. BCPS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid specification.
 - 1. Each bid must show the full business address, telephone number, and fax number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or vendor to the contrary.
 - 2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
 - 3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.

4. Award Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>
- c. All bidders shall be required to complete the certificates and/or affidavits, which are, incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of BCPS as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Small Business Enterprise and Certified Minority Business Enterprise Utilization Affidavit and when applicable, Asbestos Free Certification.
- d. Bid Opening
 1. At the public opening of the bids, the bidder's names and their prices will be read and posted.
 2. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. BCPS reserves the right to review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.
 3. The recommended award will be available in the Office of Purchasing after the completed evaluation.
 4. Proposals will be available for review by the general public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between BCPS and the bidder(s). Bidders may contact the Office of Purchasing to arrange a date and time to review bid documents.
- e. Bid Preparation Fees: BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

3. **BONDING**

- a. Bid Bonds may be required. Refer to Part II: Specifications--General Requirements.
- b. Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful bidder(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances. Bonds shall be made out in the name of the "**Board of Education of Baltimore County**".

They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

1. Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.
 2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance of payment.
1. Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks. Certified checks shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**
- d. Bonds must be underwritten by a surety company authorized to transact surety business in the State of Maryland.
- e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.
- f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

4. COMPLIANCE WITH SPECIFICATIONS

- a. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. DEVIATIONS TO SPECIFICATIONS

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to BCPS to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

6. BID PRICES

- a. Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, BCPS has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.
- b. Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.
- c. All unit prices on items bid shall be completed on the proposal sheet(s). A "NO BID" notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- d. All prices bid shall include all delivery charges.
- e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.
- f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.
- g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request

- 1. BCPS Tax Exempt Number is 30001110.

7. SAMPLES, CATALOGS AND CATALOG CUTS

- a. Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.
- b. BCPS will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by BCPS until bidders are notified to remove them. Bidders agree that BCPS will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.
- c. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- d. Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.
- e. Failure to submit the above information is sufficient grounds for rejection of the bid.

8. BIDDING PROCEDURE AND BID AWARDS

- a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.
- b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.
- c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.
- d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

- e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.
- f. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract whichever is in the best interest of the school system.
- g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
- h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.
- i. Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Education of Baltimore County for approval. Upon approval of the award of contract, the bidder(s) shall be notified either by mail, telephone, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.
 - 1. The Office of Purchasing is located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204, which is accessible to the disabled.

9. ANNULMENTS AND RESERVATIONS

- a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.
- b. BCPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and also reserves the right not to order any items(s) within the specification.

- c. BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).
- d. Should the Award Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).
- e. Should the Award Bidder be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. APPEAL PROCESS

- a. The BCPS Office of Purchasing intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven (7) calendar days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.
 - 1. For an appeal of recommendation of award of contract, the decision of the Purchasing Agent shall be reviewed by the Manager, Office of Purchasing. The Manager, Office of Purchasing may approve, modify or disapprove the decision of the Purchasing Agent. In disapproving the decision, the appeal will be remanded to the Purchasing Agent for resolution. In all other cases, the decision of the Manager, Office of Purchasing is the final action by BCPS. The decision shall include a statement of the decision, with supporting material. Bidders receiving a decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.
 - 2. In the event a bidder determines cause to appeal an award of contract which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the Executive Director, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A

formal written decision will be issued by the Executive Director, Business Services in a timely manner.

- b. Should the Bidder wish to pursue the appeal of award of contract further, administrative procedures have been established for such action, which will be outlined at the time of the event.
- c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE
- d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

11. **DELIVERY REQUIREMENTS**

- a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: "Section 6, Bid Prices", and "Section 14, Billing and Payment Discounts".
- b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.
- c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.
- d. All deliveries shall be made inside school, warehouse and office buildings.
 - 1. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.
- e. The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.
- f. The Award Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.
- g. PACKING:
 - 1. All materials must be securely packed in accordance with accepted trade practices.
 - 2. BCPS purchase order number must be plainly visible on the exterior of each container.

3. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

12. INSPECTIONS

- a. The Coordinator of Purchasing/Purchasing Agent reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by BCPS. All expenses of the inspectors shall be borne by BCPS.
- b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for BCPS, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.

13. GUARANTEE AND WARRANTIES

- a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the vendor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.
 1. Furniture and Equipment: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.
 2. Office Equipment: Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.

- b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.
- c. The vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the vendor fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or unworkmanlike performance, then BCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The vendor shall be solely responsible for any and all cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

14. BILLING AND PAYMENT DISCOUNTS

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

- a. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

 Invoice Mailing Address:
 Baltimore County Public Schools
 Office of Accounting
 6901 Charles Street, Building "E"
 Towson, Maryland 21204
- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
- e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

15. **LAWS, REGULATIONS AND PERMITS**

- a. The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.
- b. The bidder shall comply with the national safety standards as detailed in Section 17.
- c. The bidder certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

16. **INSURANCE**

- a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.
 - 1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- d. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of AB@ or better, and a financial size of AClass VII@ or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

17. **SAFETY REQUIREMENTS**

- a. The bidder/vendor shall provide all equipment and machinery furnished and delivered to BCPS complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA.
- b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.
- c. The vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to:

Baltimore County Public Schools
Office of Environmental Services
9610 Pulaski Park Drive
Baltimore, MD 21220

- d. No materials shall contain asbestos or lead.
- e. No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For ceiling tile and materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

18. **SUB-CONTRACTORS**

- a. The Award Bidder(s) shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of Purchasing Manager. The Award Bidder(s) shall provide the name of the sub-contractor(s) he intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or Purchasing Agent/Manager. The information may be used in considering the potential performance capabilities of the sub-contractor(s).
- b. The Award Bidder(s) shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.

19. LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, BCPS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of BCPS. All additional expenses incurred by BCPS as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

20. TERMINATIONS OF CONTRACT

- a. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.
- c. Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Award Bidder agrees that the Award Bidder does not have a right to termination for convenience.
- d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

21. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Baltimore County, Maryland.

22. WAIVER OF JURY TRIAL

The Vendor and board hereby waive trial by jury in any action or proceeding to which the board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the board and the Vendor and the board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

23. ADDENDA

- a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.
- b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.
- c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- d. All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders listed on the BCPS vendor listing. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid.
- e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

24. INDEMNIFICATION

The Award Bidder(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

25. LIMITED LIABILITY

The Board of Education of Baltimore County is subject to the provisions of Md. Code Ann., Educ. '4-105 and Md. Code Ann., Cts. & Jud. Proc. '5-518 limiting liability to \$100,000.00. Pursuant to the provisions of the aforementioned statutes, the Board of Education of Baltimore County is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

26. CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL

- a. In accordance with §5-815 through §5-820 of the General Provisions Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.
- c. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

27. MULTI-AGENCY PARTICIPATION

- 27.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be 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. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- 27.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

28. INCLEMENT WEATHER

- 28.1 **PRE-BID:** If Baltimore County Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, **"THE PRE-BID IS CANCELLED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation.
- 28.2 **BID OPENING:** If Baltimore County Schools "**offices**" are closed on the day a bid is "DUE", or prior to the due time, that bid will be due at the same time the next day that the Baltimore County Schools "**offices**" are open. The bid opening shall not be impacted if Baltimore County Schools "**schools**" are closed.
- 28.3 If Baltimore County Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Baltimore County Schools "**offices**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted at the same time the next day that the Baltimore County Schools "**offices**" are open. If Baltimore County Schools "**schools**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

29. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by BCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 30.1 BCPS requires an Award Bidder that has an employee on site that does not speak English to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.
- 30.2 Failure of an Award Bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

31. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- 31.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states, "[a] person who enters into 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 registrant. A person

who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

- 31.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

32. 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, 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 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. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS 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 BCPS. 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.

33. ASSIGNMENT

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

34. DRUG, TOBACCO, AND ALCOHOL

- 34.1 All Baltimore County Board of Education and BCPS properties are "drug, tobacco, and alcohol free zones" as designated by federal, state and local laws and by Board of Education policy. Neither the Contractor nor any of the Contractor's employees, subcontractors or agents will be permitted to have any illegal drugs; tobacco products; or alcohol products while performing their duties under this Contract and while working on Board of Education and BCPS property. Use or possession of illegal drugs, tobacco products, or alcohol

products on school property will result in immediate removal of the offending individual(s). BCPS reserves the right to issue, at a minimum, a verbal directive to the offending individual(s) to comply with this prohibition and to cease use. The Contractor will be notified in writing of any violation(s).

- 34.2 Any subsequent offense by any individual or individuals may result in a permanent ban from the project for the offender(s), with appropriate formal notice to the Contractor. BCPS reserves the right to document any offenses in the Contractor's file maintained by the Office of Purchasing. BCPS further reserves the right to address any substance use infraction by any means it deems necessary, up to and including termination of the Contract. In the event that a Contract is terminated as a result of a substance abuse infraction, BCPS will provide an "unsatisfactory" reference when references are requested.

35. ACCESS TO PUBLIC RECORDS ACT NOTICE

The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However the Act excludes from disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.

If your bid documents contain any of the following classifications of records, you must note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

36. CRIMINAL BACKGROUND CHECKS

- 36.1 Bidder's employees that have unsupervised or direct access to children or that are assigned duties in a school where unsupervised contact with children is likely, are required to be fingerprinted by BCPS and will complete the Background Investigation process with the exception of the I-9 form. The cost will be borne by the Award Bidder and all records will remain in the control and custody of the school system. The school system reserves the right to reject the Bidder's employees based on information received from said background investigations.
- 36.2 Bidder's employees who will work at facilities where no contact with children is anticipated are not required to be fingerprinted, however, such employees will complete the Background Check Application form and Authorization and Release for the Procurement of an Investigative Consumer Report. A Consumer Investigative Report (Commercial Background Check) will be prepared on each of these employees. The cost will be borne by the Award Bidder. Further instructions for this process will be provided to the Award Bidder.

37. REPORTS

Award Bidders must submit semi-annual statistical reports via email in an Excel format prescribed by BCPS for the periods of January to June and July to December each year. Reports are due, without notice, to BCPS on August 1 and February 1, respectively, following the end of each six-month period. Failure of the BCPS to remind Award Bidders that the reports are due does not relieve the Award Bidders of the responsibility of submitting the reports on time. The semi-annual reports must show the dollars spent in connection with this contract by the participating entities and may show other reporting categories mutually agreed upon by BCPS and Award Bidders. Failure to submit the reports on time may constitute unsatisfactory performance under the terms of the contract.

END OF PART I: GENERAL TERMS AND CONDITIONS

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BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR
TOWSON, MARYLAND 21204
PHONE: 443-809-4334

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Part II: Specifications--General Requirements

(If there is a discrepancy between specifications of Part I: General Terms and Conditions and Part II: Specifications--General Requirements: Part II specifications shall prevail)

1.0 General Scope & Services

- 1.1 Baltimore County Public Schools (BCPS) is soliciting multi-step competitive sealed bids for all necessary labor, supervision, materials, and equipment and skill required to provide office supplies. The specifications and terms and conditions will serve as the source document for services for the term of the contract.
- 1.2 BCPS is serving as the Lead Agency for a multi-jurisdictional bid to provide office supplies and related products as described herein. Participating entities shall include Anne Arundel County, Baltimore City Public Schools, Calvert County Public Schools, Cecil County Public Schools, Cecil County, Charles County, Charles County Public Schools, D.C. Public Schools, Falls Church County Public Schools, Harford County Government, Howard Community College, Howard County, Howard County Public Schools, Maryland Association of Boards of Education, St. Mary's County, St. Mary's County Public Schools, St. Mary's Parish, and Wicomico County Public Schools. Agencies that are part of Mid-Atlantic Procurement Team (MAPT) or the Council of Governments (COG) will also have the opportunity to utilize this contract.
- 1.3 The solicitation contains the following sections, forms and attachments:
 - 1.3.1 Part I: General Terms and Conditions
 - 1.3.2 Part II: Specifications – General Requirements
 - 1.3.3 Part III: Technical Specifications
 - 1.3.4 MAPT Rider Clause
 - 1.3.5 Form of Proposal
 - 1.3.6 Price Proposal
 - 1.3.7 MBE Procedures for Baltimore County Contracts
 - 1.3.8 Exhibit C: Pre-Bid Meeting Response Form
- 1.4 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system, and, are pending allocation of funds and approval of award by the Board of Education of Baltimore County. BCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and, also, reserves the right to not authorize/order any services and/or materials. BCPS does not guarantee that any dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).
- 1.5 All proposals shall be submitted on the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.

- 1.6 BCPS may withdraw this solicitation at any time prior to the actual opening of the bids.
- 1.7 The Bidders agree to hold their prices, under the same terms and conditions, for a period of one-hundred twenty (120) calendar days from the date of the bid opening.
- 1.8 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
- 1.9 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS Purchasing Agent and/or the Office of Purchasing immediately.
- 1.10 Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.
- 1.11 Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.
- 1.12 Time is of the essence.

2.0 Incorporation of Specifications

- 2.1 BCPS contractual terms and conditions shall govern and supersede any terms and conditions from the bidder. Conditional proposals will not be accepted.
- 2.2 The right to reject any or all proposals is expressly reserved. BCPS will enter into contract preparation activities with the apparent Award Bidder. If these activities are judged to be ineffective or unacceptable, BCPS may cease activities and begin preparation with the next most favorably ranked bidder.
- 2.3 The following order of precedence shall apply:
 - .1 Board of Education of Baltimore County – Agreement/Contract
 - .2 Part III: Technical Specifications;
 - .3 Part II: Specifications--General Requirements;
 - .4 Part I: General Terms and Conditions;

.5 MAPT Cooperative Rider Clause

.6 Any BCPS Purchase Order.

3.0 Qualification of Bidder

- 3.1 All Bidders submitting a proposal shall include evidence that they maintain a permanent place of business. All bidders shall be authorized to transact business in Maryland, and considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: <https://egov.maryland.gov/BusinessExpress/EntitySearch>

(BCPS bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)

All Bidders shall include copies of any and all appropriate licenses/certifications necessary to provide the program. BCPS prefers that participating bidders have been in business for at least five (5) years providing office supplies to customers of similar size, scope, and complexity to those described herein. This experience must be under respondent's legal company name from which this response has been submitted. Bidders who cannot demonstrate to the satisfaction of BCPS that they have similar experiences will not be considered. This experience should also include training of end-users and support staff.

- 3.2 BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to BCPS all such information and data/documentation requested. BCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.
- 3.3 In determining the qualifications of a bidder, BCPS will consider the bidder's record and performance on any prior contracts with BCPS, Federal Departments or agencies, or with other public bodies. BCPS reserves the right to reject the proposal of any bidder if the investigation discloses that this bidder, in the opinion of BCPS, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.
- 3.4 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. List at least three (3) references where your firm has, or is currently providing services as outlined herein.
- 3.5 Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within proposal. Subcontractor and/or third party provider roles shall be

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clearly expressed. BCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s). Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause. Sub-contractor(s) are considered employees of the Award Bidder and are under its control and direction. The Award Bidder shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state of Maryland and as delineated within this specification.

- 3.6 Award Bidder shall be solely responsible for paying, withholding, and transmitting payroll taxes of the assigned employees; provide unemployment insurance and workers' compensation benefits; and handle unemployment and worker's compensation claims involving the assigned employees.
- 3.7 The services that the Award Bidder shall render to BCPS will be as an independent contractor. Nothing within the bid documents and/or forms will be construed to create the relationship of principal and agent, employer and employee, and/or joint employers of the assigned employees, between the Award Bidder and BCPS.
- 3.8 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used to provide training and/or support are properly trained and experienced in the services outlined herein.
- 3.9 Bidders shall ensure that assigned employees who will be used on any BCPS project comply with terms and conditions specifically outlined within Part I: GENERAL TERMS AND CONDITIONS, including but not limited to Section 31. EMPLOYMENT OF CHILD SEX OFFENDERS and Section 36. CRIMINAL BACKGROUND CHECKS.

4.0 Bonding and Certificates of Insurance

- 4.1 A Bid Bond is NOT required for this solicitation.
- 4.2 PERFORMANCE AND PAYMENT BONDS are NOT required for this contract.
- 4.3 CERTIFICATES OF INSURANCE
 - 4.3.1 Certificates of insurance will be provided by Award Bidder(s) only. Certificates shall be made out in the name of the "Board of Education of Baltimore County". The notification of any change in status of the insurance shall be provided to the Contracts, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.
 - .1 Send or have delivered all certificates of insurance, to the attention of:

Baltimore County Public Schools

Solicitation Number: JBO-722-19

6901 Charles Street, Building "E", 1st Floor
 Towson, Maryland 21204
 Attn: Contracts

- .2 **The Insurance Certificate must name the "Board of Education of Baltimore County" as the "additional insured".**
- .3 The Certificates of Insurance cancellation notice shall read:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) days in advance of the cancellation date notice to the certificate holder."
- .4 The Certificates of Insurance shall comply with all required coverages and provisions in Section 12 of BCPS' Part I General Terms and Conditions.

NOTE: ALL other wording shall be deleted.

- 4.3.2 Cost of Insurance shall be included in the bid amount.
- 4.3.3 If Award Bidder fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS reserves the right to rescind award.

5.0 Small Business and/or Certified Minority Business Enterprises

- 5.1 It is the intent of BCPS to achieve a minimum of 15% of the total dollar value of the contracts resulting from this solicitation to be made to Small Business and/or certified Minority Business Enterprises either directly or indirectly.
 - 5.1.1 Definitions:
 - .1 Minority Business: Any legal entity, other than a joint venture, organized to engage in commercial transactions and which is (1) at least 51% owned and/or controlled by one or more minority interest persons, or (2) a non-profit entity organized to promote the interests of the physically or mentally disabled. Minority Groups identified are:

African Americans
 Asians
 Hispanics
 American Indians
 Women
 Physically or Mentally Disabled Individuals

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- .2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.
- .3 Small Business (SBE): A business which meets criteria (see form 5.2.1) regarding number of employees **OR** an annual revenue limits. BCPS reserves the right to request tax documents to support such a claim. Form 5.2.1 allows a company to self-certify as an SBE.
- 5.2 Please indicate on the Price Proposal – Worksheet One any products being provided by Small and/or Minority Business Enterprises. Monetary value of these products will be reported to BCPS and other participating entities on a semi-annual basis. Other creative opportunities for MBE subcontracting are encouraged. Contractor shall maintain the core list ratio of MBE/SBE products at a minimum of 15%. BCPS asks that bidders submit with their bid a year to date Corporate Diversity Spend Report

The following documentation shall be considered as part of the contract, and shall be furnished **with your proposal/bid**: All of these forms must be completed or acknowledged within the “FORM of PROPOSAL”.

Note that some forms may not apply: they can be marked “N/A” on the top, and the form left blank.

Reference chart directly below:

BIDDER STATUS	5.2.1 SBE Affidavit	5.2.2 Utilization Affidavit	5.2.3 Statement of Intent	5.2.4 Waiver Request
SBE/MBE	Y	Y	Y	N/A
Not SBE/MBE and <u>IS</u> MEETING Goal	N/A	Y	Y	N/A
Not SBE/MBE and <u>IS NOT</u> MEETING Goal	N/A	Y	N/A	Y

5.2.1 **Small Business Enterprise Affidavit:** A separate form completed and signed **by the prime contractor** to self-certify the bidder company as a SBE firm.

5.2.2 **Small/Certified Minority Business Enterprise Utilization Affidavit:** A separate form completed and signed by the prime contractor acknowledging the goal.

5.2.3 **Small and Minority Business Enterprise and Bidder’s Statement of**

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Intent: A separate form completed and signed by the prime contractor and each SBE/MBE firm.

Note that the SBE/MBE firm may be the bidder company.

A corporate diversity statement showing a company-wide use of SBE/MBE firms in the regular performance of business will be accepted.

NOTE: An SBE bidder **may count** their own company efforts as meeting the goal. They will List their company as both the 'A. Bidder ____' and 'B. SBE/MBE ____'.

If the bidder is not naming any firm to meet the goals, then mark the form at the top as 'N/A', and do not complete the rest of the form.

5.2.4 **Request for Waiver** (if necessary): If the bidder is unable to achieve the full contract goal for SBE/MBE participation, they may submit a written Request for Waiver, which shall include the following:

- .1 A detailed statement of the efforts made by the bidder to identify portions of the work proposed to be performed by subcontractors in order to achieve the stated goal;
- .2 An explanation of why the stated goal is not possible;

If the bidder is meeting the goal, then mark this form 'N/A'.

5.3 The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted, and may obtain legal advice or assistance from its attorney.

5.4 The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.

6.0 **Inquiries**

6.1 No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. To be given consideration, inquiries must be received IN WRITING at least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion.

6.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and directed to Jamika Bowen at e-mail: jbowen@bcps.org

6.3 Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this bid shall be directed to Melanie Webster at e-mail: mwebster@bcps.org. You may copy the Purchasing Agent, Jamika Bowen, on MBE inquiry emails.

7.0 **Pre-Bid Meeting**

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An Affirmative Action Employer

Revised 3/26/19

- 7.1 There will be a Pre-Bid Meeting at the place and time on the cover.
- 7.2 It would be beneficial to have a representative from your firm to be present in person.
- 7.3 Bidders shall submit Attachment (Exhibit) C: Pre-Bid Meeting Response Form to jbowen@bcps.org no later than May 20, 2019 indicating whether your firm will attend the Pre-Bid Meeting in person.

8.0 Multi-Step Competitive Sealed Bid Process

- 8.1 Respondents shall submit all mandatory requirements as set forth in the IFB.
- 8.2 [STEP ONE] Respondents shall submit their Technical Offer, including all attachments on or before the date and time specified on the title page. Any and all bids received after the date and time specified shall be considered late and rejected on that basis. Refer to Part III, Section 6.0 Bid Submission for the number of originals to be submitted.
 - 8.2.1 The Purchasing Agent shall initially review each submission for responsiveness. Bids of offerors determined to be not responsive or offerors determined to be not responsible shall be rejected on that basis.
 - 8.2.2 A selection committee shall evaluate all Technical Offers, which the Purchasing Agent determines responsive and responsible, in accordance with the evaluation criteria specifically set forth in this IFB. Technical Offers shall be evaluated and determined by the Committee to be "acceptable" or "unacceptable."
- 8.3 [STEP TWO] All offerors who's Technical Offers have been determined by the Committee as "acceptable" shall be invited to submit a sealed price bid. **(In the interest of time, BCPS is asking for the sealed price bid at the same time as the Technical Offer.** Only acceptable Offers will be opened and evaluated for award.) Refer to Part III, Section 6.0 Bid Submission for the number of originals to be submitted.
- 8.4 Award shall be made on the basis of the lowest favorable bid price.
- 8.5 All unsuccessful respondents in step one and two of the process will be timely notified.

9.0 Bidder Registration

- 9.1 Bidders are invited to register on the BCPS "Vendor Self-Service" (VSS). Award Bidder(s) are required to register. Please follow the registration instructions below:

- 9.1.1 Type the following into your browser:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
- 9.1.2 Select: "Vendors"
- 9.1.3 Select: "Vendor Self Service". (VSS supports the following browsers only:
 Microsoft Internet Explorer v8 or higher and Mozilla Firefox v2.2 or higher)
- 9.1.4 Complete the application. Record your UserID and Password for future use.
- 9.2 Entering your corporate information into the VSS website is the first step in doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.
- 9.3 Parties interested in conducting business with BCPS are encouraged to visit the Office of Purchasing website:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
 Click onto "BCPS Invitation To Bid". The list is updated on a weekly basis.

10.0 Addenda and/or Explanation of Bid Documents

- 10.1 All changes to the bid specifications and/or drawings will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders who pick up a copy of the bid. Addenda will be issued at least five (5) business days prior to the date fixed for the opening of bids, unless the addendum issued extends the due date of the bid.
- 10.2 It is the bidders' responsibility to verify receipt of all addenda. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

11.0 Bid Opening

- 11.1 There will be NO public opening for this solicitation. No pricing information will be made available.
- 11.2 The recommended award(s) will be available in the Office of Purchasing after the completed evaluation.
- 11.3 BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to proposals being available for review through the Maryland Public Information Act request. (Refer to Section 15 below).
- 11.4 Bidders may identify any portion of their proposal as "Confidential" marking that individual page. The entire proposal may not be marked "Confidential". If the entire proposal is so marked, the entire proposal will be eligible for review under the Freedom of Information Act.

12.0 Award of Contract

- 12.1 Method of award will be to the responsive and responsible bidder(s), offering the lowest favorable bid price.
- 12.2 BCPS reserves the right to reject all bids and to re-bid for services at its discretion.
- 12.3 BCPS reserves the right to add award bidder(s) to this contract if the initial award bidders cannot fulfill all of the requirements.
- 12.4 Time is of the essence. Submission of a proposal/bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.

13.0 Term of Contract

- 13.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect for five (5) years). Upon completion of the initial term, BCPS reserves the option to extend this contract for three (3) additional, one (1) year periods upon mutual agreement and under the same terms, conditions, and pricing.
- 13.2 BCPS reserves the right to terminate the contract for convenience at any time by providing the Award Bidder thirty (30) days prior written notice. The Award Bidder does not have a right to termination for convenience.

14.0 Price Adjustment

- 14.1 Core Product List: All pricing for products listed in the Core Product List shall remain firm for a period of 1 year beginning with the date of award of the contract. For each subsequent year term, and only after the annual Business Review, BCPS will entertain a request for price increases/decreases upon receipt of written documentation from the contractor that the pricing from their source has increased/decreased. Said prices shall be within the standard indexes for that industry or they shall not be entertained.
- 14.2 Non-Core Product Categories: All pricing discounts for the Non-Core Product Categories shall remain firm for the life of the contract. Contractor shall use a price guarantee strategy that sweeps online market pricing of major competitors to ensure the best pricing is received by participating entities at all times.
- 14.3 Non-Core Product Categories Growth Tiers: All pricing discounts for the Non-Core Product Categories Growth Tiers shall remain firm for the life of the contract. Contractor shall use a price guarantee strategy that sweeps online

market pricing of major competitors to ensure the best pricing is received by participating entities at all times.

- 14.4 Website Discount Model: Should a participating entity document a price discrepancy between purchased product prices available under this contract and another competitor for the same product, then Award Bidder shall refund the difference in price on purchased products.
- 14.5 All pricing adjustment requests must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.
 - 14.5.1 Award Bidder(s) shall submit a request for a Consumer Price Index (CPI) adjustment which may be applied to contract pricing where allowed. For calculating the CPI adjustment, the Office of Purchasing shall follow the instructions below:
 - .1 Access the U.S. Bureau of Labor Statistics website at the following internet address: <http://www.bls.gov/cpi/home.htm>
 - .2 Select "Get Detailed CPI Statistics", then select "Most Requested Statistics" for "Consumer Price Index-All Urban Consumers (Current Series)".
 - .3 Select from list "U.S. All items, 1982-84=100 - CUUR0000SA0". Select "Retrieve data".
 - .4 Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data"
 - .5 Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100
 - .6 Adjustment shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Award Bidder to BCPS on November 5, 2004. The contract anniversary date is November 1. The U.S. Bureau of Labor Statistics has published data up to September 2004. Price adjustment would be based on the average from October 2003 to September 2004. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".
 - 14.5.2 The CPI adjustment is NOT automatic. BCPS reserves the right to accept or reject the adjustment request within sixty (60) days of receipt of request.

- .1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
- .2 If adjustment request is rejected, BCPS reserves the right to purchase services from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have service available within the requested timeframe, BCPS reserves the right to purchase from any source.
- .3 Award Bidder whose price adjustment has been rejected by BCPS shall be granted the right of first refusal, and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of BCPS rejection notification.

14.5.3 BCPS reserves the right to decrease pricing, if such downward adjustment is reflected within CPI data.

14.5.4 BCPS reserves the right to cap pricing adjustments. Increases shall not exceed three percent (3%) of the price for the immediately preceding year.

14.5.5 If Award Bidder requests a force majeure pricing adjustment, BCPS shall either accept or reject such on a case by case basis. Any such request must be made in writing (on corporate letterhead) to the Office of Purchasing and substantially justified. Some force majeure/extreme market condition examples include, but are not limited to, new tariffs and extreme supply chain compression.

14.6 This is a multi-year contract and is subject to periodic performance reviews. If BCPS determines insufficiencies in contract performance, the award bidder shall meet with BCPS representatives to review the concerns and issues, and develop a mutually agreed period of time for correction of service deficits. Failure to resolve service deviations shall result in cancellation of contract.

15.0 Access To Public Records Act Notice

15.1 The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However the Act excludes from disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.

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- 15.2 If your proposal documents contain any of the following classifications of records, you must note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

16.0 Warranty

The Award Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Award Bidder, its subcontractors or suppliers for a period of at least two (2) year from the date of acceptance of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the Award Bidder shall pass through this time frame to BCPS.

17.0 Subcontractors

The Award Bidder(s) shall NOT utilize the services of any subcontractor without the expressed prior consent of BCPS. Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause.

18.0 Invoicing and Payment

Invoices shall be sent in the original form to the ordering entity's school or office.

- 18.1 Invoices must display the BCPS Purchase Order Number
- 18.2 Award Bidder's Contract Number, Invoice Number, Invoice date and date of Deliverable
- 18.3 Total Amount Due
- 18.4 The Award Bidder must have an Invoice format approved by BCPS

19.0 Independent Contractor/Vendor

- 19.1 The Award Bidder is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership, or joint venture between the parties hereto or any employer-employee relationship.
- 19.2 The Award Bidder acknowledges and agrees that it shall not be considered to be the agent, representative, master or servant of BCPS for any purpose whatsoever, and that it does not have any authority to enter into a contract, to assume any obligation or to give warranties or representations on behalf of BCPS.

- 19.3 The Award Bidder will not be entitled to and expressly disclaims any right to worker's compensation, retirement, insurance or other benefits afforded to employees of BCPS.

20.0 Document Ownership

In the event of contract award, all documentation produced as part of the contract will become the exclusive property of BCPS and may not be removed, transferred to another location or to another record-media, or destroyed by an employee of the bidder without the written permission of BCPS. All proposals received from bidders in response to this solicitation will become the property of BCPS and will not be returned to the bidders. Selection or rejection of the proposal will not affect this right.

21.0 Delivery

- 21.1 All deliveries shall be **FOB Destination (inside) Freight Included** and made to a single point at each location. All orders placed by participating agencies before 5:00 p.m. shall be received by that agency on the next business day.
- 21.2 Delivery shall be made Monday through Friday (excluding school holidays) between the hours of 8:00 A.M. and 3:00 P.M. EST. Award Bidder shall be responsible for ensuring that deliveries are made during regular business hours and days.
- 21.3 A delivery ticket shall accompany all deliveries. The delivery ticket must include the BCPS purchase order number. Any delivery that does not identify the BCPS purchase order number will be rejected. The Award Bidder shall obtain a signature from BCPS employee on the delivery receipt for all items delivered. The supplier will be required to furnish proof of delivery in case of dispute.
- 21.4 All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.
- 21.5 Award Bidder shall upon reasonable notification by entity personnel, pick up from a location, any products incorrectly sent, incorrectly ordered, damaged or otherwise no longer needed and prepared for return. Returns shall be picked up within two business days from notification at no charge to the entity, with a full credit for the purchase on a prompt basis. BCPS shall not pay restocking fee for any returned product.
- 21.6 As measured on a quarterly basis, the next day fill rate shall be no less than 97%. Quarterly status reports for delivery turnaround time will be provided by the Award Bidder to all participants of this contract. Reports will be due on the 15th day of the following month for each quarter.

22. Protest

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- 22.1 Any person adversely affected by a bid solicitation shall file a formal written protest within seven (7) calendar days. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- 22.2 Any person adversely affected by the decision of BCPS to award a contract shall file a formal written protest within seven (7) calendar days. The formal written protest shall state with particularity the facts and the law upon which the protest is based.
- 22.3 All formal protest shall first be filed with the Purchasing Agent, Baltimore County Public Schools, Office of Purchasing located at 6901 N. Charles St., Towson, MD 21204. Filing is completed upon receipt by the Purchasing Agent.
- 22.4 A protest is not timely filed unless the formal protest is received by the Purchasing Agent within the required time limits.

23. Contract Kick-Off Meeting

After the contract has received Board approval as well as full board signatures, the Award Bidder shall attend the Contract Kick-Off Meeting to review/discuss with BCPS the contract terms and conditions and all of the requirements in performance of this contract. The meeting will be arranged by the Purchasing Agent.

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

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BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR
TOWSON, MARYLAND 21204
PHONE: 443-809-4334

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PART III: TECHNICAL SPECIFICATIONS**1.0 General Scope & Services**

BCPS is contracting for all labor, supervision, materials, equipment, creativity and skills necessary to provide office supplies and related services in accordance with the attached terms, specifications and general conditions. References to BCPS throughout this solicitation will be relative to all participating agencies for the contract.

The Award Bidder shall provide office supplies as requested, when requested to include next working day inside delivery to each requesting location of the agencies noted herein and those that may be added later. The estimated spend for each agency is as follows:

Baltimore County Public Schools	\$2,128,467
Baltimore City Public Schools	\$2,200,000
Charles County Public Schools	\$1,023,789
D.C Public Schools	\$1,078,385
Anne Arundel County	\$999,458
Howard County Public School System	\$950,604
Cecil County Public Schools	\$761,690
Harford County	\$432,371
Howard County	\$417,856
Howard Community College	\$350,297
St. Mary's County Public Schools	\$397,273
Calvert County Public Schools	\$299,425
Cecil County	\$240,789
Charles County	\$232,857
St. Mary's County	\$164,659
St. Mary's Parish	\$77,470
Falls Church County Public Schools	\$68,906
Wicomico County Public Schools	\$41,094
Maryland Association of Boards of Education	\$9,500
ESTIMATED TOTAL	\$11,874,890

2.0 Award Bidder Supply and Service Responsibilities

- 2.1 Audit: Award Bidder is subject to audit by any participating entity or their contracted third party of their choice. Award Bidder shall cooperate fully with the audit including but not limited to the timely provision of requested documents or electronic data in a form or format reasonably requested by the participating entity. The participating entity may exercise this clause for their account only; however, Baltimore County Public Schools and the Baltimore Regional Cooperative Purchasing Committee's representative may exercise this clause on the full contractual book of business under this contract for all participating entities or any part thereof.
- 2.2 Catalogs: Award Bidder shall provide printed catalogs to all participating entities on demand.
- 2.3 Order Placement: Orders shall be placed through a variety of methods including but not limited to procurement card, purchase orders and, retail if available by cash or school check. There shall be no minimum order amount. There shall be no up charge for next day delivery for orders placed before 5pm on the preceding day.
- 2.4 Retail: Award Bidders are not required to have retail stores.
- 2.5 Website Discount Model: Award Bidder shall guarantee best pricing on all listed products based on built-in technology that sweeps the websites of major competitors, at least quarterly, to ensure contract pricing is the best available on any given day.
- 2.6 Participating Entity Discretion: Participating entities are permitted to customize their core list, and to negotiate deeper discounts when volume purchases are being made.
- 2.7 Assigned Sales Representatives: Award Bidder shall assign sales representatives that are professional, courteous and dedicated to the agency accounts stated herein. Any representative failing in this regard in the sole opinion of BCPS, shall be replaced in an expedient manner. Likewise, any changes made to assigned sales representatives shall be discussed with BCPS (60) days prior to any personnel change, except when such change is the result of employment termination or promotion. BCPS will not unreasonably request or deny these changes.
- 2.8 Business Review: Award Bidder shall conduct quarterly business reviews with the Director of Cooperative Purchasing at the Baltimore Metropolitan Council, 1500 Whetstone Way, Baltimore, Maryland 21230. The annual review and matters that include things such as extension, or contract modification shall be handled by BCPS. BCPS is the sole contracting authority for this solicitation and

award. The Coordinator of Cooperative Purchasing will function as added resources for contract development, marketing and communication.

- 2.9 Confidentiality: Award Bidder shall ensure the complete confidentiality of any and all information provided by BCPS, and gathered and developed by Award Bidder in the performance of this contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Purchasing Agent.

3.0 Technical Offer

- 3.1 The following minimum information must be provided in the Technical Offer for proper evaluation by the selection committee. The Technical Offer should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response. Please note that your offer, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Part III, Section 4.0 Evaluation. Respondents not providing the following information shall be considered non-responsive.
- 3.2 The Technical Offer shall be clear and concise. Proposals shall be organized with tabs for ease of use and in sequence/format coinciding with the information requested below. For example: Tab 1) Transmittal Letter, signed, to include a brief introduction to the firm and their commitment to the project; Tab 2) Experience of the Firm; Tab 3) Assigned Personnel; Tab 4) Proposed Approach to fulfill the project etc.
- 3.2.1 Respondent shall document the experience of the firm including your detailed background and specific accomplishments in this area. Detail your mission as a corporation, including your dedication to customer retention. Provide your years in business. Include specific reference to at least five locations for which these products and services have been provided in the last two years. Detail best practices that are applied to specific accounts, how they are beneficial to those accounts, and may be beneficial to ours. Document what sets you apart from your competition. Detail your hiring practices and dedication to employee retention.
- 3.2.2 Detailed background of personnel to be assigned to any resultant contract. This will include customer service personnel, sales representatives, and accounts receivable persons that will be involved with the participating agencies of this contract. Document where your customer service offices are located and the number of employees there that will handle the needs of the participating entities contained in this solicitation and resultant contract. Will you use a dedicated customer service location for our accounts?
- 3.2.3 Respondent shall document in their proposed approach to their ability to deliver office supplies for BCPS as well as the other participating entities

Solicitation Number: JBO-722-19

specifically named in this solicitation. Document the firms' inventory capabilities:

- A. Number of warehouse employees and current inventory capabilities and stock normally on hand.
- B. Detail next working day delivery capabilities relative to numbers of delivery personnel and delivery equipment. Deliveries shall be "inside" to a single destination per location.
- C. Document services provided by your firm to clients that other vendors do not offer.
- D. Include samples of quarterly business reports prepared for other Clients.
- E. Stocking levels for core items and catalog products, show percentage fill rates on annual basis for past 3 years.
- F. Provide your 2018 backorder report (January 1, 2018, through December 31, 2018) for one of your references listed herein that is of a similar size to this contract opportunity measured at \$11M annually.
- G. Describe automation used to manage inventory and pick orders.
- H. Provide the name and address of your distribution facility that will supply this contract.
- I. Provide the name and address of any subcontracting which will be required or used in handling the needs of this contract.
- J. Detail your capabilities to report on sustainable, small, minority and veteran owned business that is a product manufacturer or subcontractors with your firm.

3.3 Identify the competitors that you sweep their website pricing to ensure best pricing is achieved.

3.4 Provide detail on other opportunities, such as, logo wear fundraising and online ordering, public purchases for school supplies ordering that results in a commission back to the designated school, future ordering programs, and employee discount programs.

4.0 Evaluation Criteria

The evaluation criteria is set forth in the order of importance and is intended to be the basis by which each Technical Offer shall be evaluated, measured and ranked. BCPS hereby reserves the right to evaluate, at BCPS' sole discretion, the extent to which each offer received compares to the said criteria and how each offer compares to each other. The recommendation of the selection committee shall be based on the evaluations using the following criteria:

EVALUATION CRITERIA	
150 POINTS	Experience of the firm including references. Respondent shall document the experience for the delivery of office supplies and related services.
100 POINTS	Experience of personnel who will be assigned to the various accounts named in this solicitation including delivery personnel, customer service personnel and locations.
75 POINTS	Proposed approach to delivering quality services in product, logistics and customer service.

Technical Criteria shall be weighted at 100% of the total score. Respondents shall receive a minimum score of 275 points to be considered during the second phase of this solicitation. The second phase as described in the Multi-Step Competitive Sealed Bid Process, shall be award to the responsive and responsible bidder offering the lowest evaluated bid.

5.0 Price Proposal

- 5.1 Bidders shall submit their Price Proposal per Part III, Section 6.0. Instructions are provided in the Price Proposal for each worksheet.
- 5.2 Price Criteria shall be evaluated by the Purchasing Office after the selection committee has made the technical evaluation. Award is on the basis of price considering only those firms that make the short list of qualified respondents. BCPS may request additional information about or clarification of Technical Offers.
- 5.3 BCPS hereby reserves the right to negotiate or modify any element of the Technical Offer to ensure that the best possible arrangements for achieving the stated purpose are obtained.

6.0 Submission of Multi-Step Bid

- 6.1 Submissions must reference the bid number **JBO-722-19** and have the Bid Due Date and Time, bidder's name, and the below address on the OUTSIDE of the return envelope. Plainly print the words "**SEALED BID**" on the outside of the envelope to avoid premature opening of the proposal.

Return all submittals to:

BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
JBO-722-19 Attn: Jamika Bowen
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

Solicitation Number: JBO-722-19

All bids must be delivered to the above address by the specified due date and time. Bids returned to any other address will not be considered.

- 6.2 All Bidders shall complete and return the forms, exhibits and/or affidavits as outlined herein to satisfy requirements of this solicitation.
- 6.3 Bidders shall provide, as instructed herein, a "Form of Proposal", "Technical Offer", and a separate "Price Proposal".

****** IMPORTANT****** The "Form of Proposal", "Technical Offer", and the "Price Proposal" **MUST** be provided in one (1) package. Within the package shall be three (3) envelopes:

- "Technical Offer" envelope
- "Price Proposal" envelope
- "Form of Proposal" envelope

- 6.3.1 **"Technical Offer"** that addresses all requirements outlined herein. Specifically, as outlined in Part III, Technical Specifications. Respondents shall submit two (2) originals in paper form. Technical Offers may be provided in a three ring binder ONLY.
- 6.3.2 **"Price Proposal"** Respondents shall submit one (1) original in paper form. Worksheet One must be submitted electronically on a flash drive.
- 6.3.3 **"Form of Proposal"**: 13 pages, not including the "NO BID" page and any additional "Reference" pages submitted by Bidder. Respondents shall submit one (1) original Form of Proposal in paper form.
- 6.4 **"FORM OF PROPOSAL"** (SECTION 00400) shall include all of the following:
- 6.4.1 Section 00400-1: "Cover Page"
- 6.4.2 Section 00400-2-4: "Qualifications/Experience Questionnaire"
- 6.4.3 Section 00400-5: "Price Proposal - Instructions"
- 6.4.4 Section 00400-6: "Addenda". Bidders are reminded that the "Addenda" page should be completed and returned whether or not an actual addenda page was issued for this bid. Complete, sign and return with bid.
- 6.4.5 Section 00400-7: "Proposal Sheet". Complete, sign and return with bid.
- 6.4.6 Section 00400-8: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.

Solicitation Number: JBO-722-19

- 6.4.7 Section 00400-9: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
- 6.4.8 Section 00400-10: "Small Business Enterprise Affidavit". Complete, sign and return with bid. If not considered a SBE, indicate "N/A".
- 6.4.9 Section 00400-11: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with bid. BCPS asks that bidders submit with their bid a year to date Corporate Diversity Spend Report.
- 6.4.10 Section 00400-12: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 6.4.11 Section 00400-13: "SBE/MBE Request For Waiver". Complete, sign, and return with bid".
- 6.4.12 Section 00400-14: "No Bid Page". This page should only be returned if not participating in the bid.
- 6.4.13 All other information and/or forms and/or affidavits specified in Specifications (Part II, Part III), and/or Addenda issued.
- 6.5 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.
- 6.6 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.

END OF PART III: TECHNICAL SPECIFICATIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

Division of Support Services

Office of Purchasing

Developing Lifelong Learners Through Literacy - An Affirmative Action Employer

SECTION 004000 "FORM OF PROPOSAL"

Bidders shall complete and return all the following forms with their bid.
(*except this form)

Cover Page	004000-1
Qualifications/Experience Questionnaire	004000-2-4
Price Proposal Instructions	004000-5
Addenda	004000-6
Proposal Sheet	004000-7
State of Maryland Anti-Bribery Affidavit & Tax Certification	004000-8
Certification Regarding U.S. Government Debarment	004000-9
Small Business Enterprise Affidavit	004000-10
Small and Minority Business Enterprise Utilization Affidavit	004000-11
SBE/MBE Statement of Intent	004000-12
SBE/MBE Request For Waiver	004000-13
*No Bid Page	004000-14

SECTION 004000 - FORM OF PROPOSAL

DATE: _____

SOLICITATION TITLE: OFFICE SUPPLIESBCPS BID NUMBER: JBO-722-19BID SUBMITTED BY: _____
(Company Name as reflected on your company's W-9 Form)

SUBMITTED TO: Baltimore County Public Schools
Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: GENERAL TERMS AND CONDITIONS, PART II: SPECIFICATIONS--GENERAL REQUIREMENTS, PART III: TECHNICAL SPECIFICATIONS and all addenda issued. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract. The undersigned hereby agrees to furnish all services, equipment, components, accessories and/or software as required and specified.

(Signature of Bidder) (Date)

QUALIFICATIONS/EXPERIENCE QUESTIONNAIRE

Information furnished in response to this Qualifications/Experience Questionnaire Section and any verification made by BCPS shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by BCPS, the right is hereby reserved to determine the respondent as not responsible which shall cause the rejection of respondent's bid/proposal.

Note: BCPS reserves the right to evaluate the respondent regarding their responsibility and responsiveness including, but is not limited to, other references not listed herein but known to BPS, and Dun & Bradstreet Reporting documents.

1. Respondent shall have at least 5 years' experience, and three current references in providing Office Supplies similar **in scope and complexity** to those described herein. This experience must be under respondent's legal company name from which this response has been submitted.

_____ Years of relevant experience

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name (_____)_____
Representative's Phone # (_____)_____
Fax Number Email

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name (_____)_____
Representative's Phone # (_____)_____
Fax Number Email

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name

(_____)

Representative's Phone #

(_____)

Fax Number

Email

2. Respondent shall identify below the parties to the contract, such as, "Home" office, "Local" office, and "Billing" office.

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

A. Full time basis? _____

B. Part time basis? _____

4. Provide sufficient evidence to prove your financial solvency. Evidence may include a financial report audited by an independent accounting firm, a qualifying Dun & Bradstreet Rating, letter from your primary financial institution or other appropriate independently derived document(s). BCPS reserves the right to request additional information to determine your organization's financial solvency if the information provided is insufficient.

5. Has your organization performed any contract for any Department, BCPS, or organization of the State of Maryland over the last five (5) years? (Please list names, addresses, dates and the employee responsible for accepting the work.

6. Has your company or any of its officers ever been found guilty of any criminal act in regard to the performance of any contract or other violation of the law by a federal, state or local court or subjected to any penalty, or liquidated damages arising out of poor or nonperformance? Explain.

7. Has your company ever been debarred bidding on future County or State Contracts, or any other Local, State or Federal organization for any reason? Explain.

8. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

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

Dated this _____ day of _____, 201____.

Name _____ of _____ Organization: _____

By: _____

(Print Name of Individual Signing Form)

Title: _____

PRICE PROPOSAL - INSTRUCTIONS:

Pricing shall be submitted as determined in Part III: Technical Specifications, Section 5.0 Price Proposal.

(Signature of Bidder) (Date)

ADDENDA

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge receipt of the following addenda to this solicitation.

Addendum #1 - Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Supplier Name

PROPOSAL SHEET

- _____
I / We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).
- _____
I / We certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.
- _____
I / We certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.
- _____
I / We certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer's certification verifying/confirming item(s) to be "asbestos free."
- _____
I / We certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.
- _____
I / We propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.
- _____
I / We certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland; and, Md. Ed. Code Ann., §6-113.

Is your company a certified Minority Business Enterprise with the State of Maryland? ___ Yes ___ No MDOT # _____

Please indicate which group qualifies the business as a Minority Business Enterprise:

(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)

Is your business located within Baltimore County, Maryland? ___ Yes ___ No

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools. **PLEASE LIST COMPANY'S LEGAL NAME AND INCLUDE D/B/A IF APPLICABLE.**

COMPANY: _____ FEDERAL ID#- _____

ADDRESS: _____

SIGNATURE: _____

TYPED NAME/TITLE: _____

TELEPHONE: _____ FAX _____ DATE _____

E-MAIL: _____

RETURN BID TO: Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Include Solicitation Number

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the _____ and the duly authorized representative of the firm
of _____ who address is _____
_____, and that I possess the legal authority to make this affidavit
on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Witness_____
Signature_____
Date**STATE OF MARYLAND TAX CERTIFICATION**

At the time a bid or proposal for a State procurement contract of \$10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

BIDDERS SHALL PROVIDE STATE OF MARYLAND TAX CERTIFICATION NUMBER ON THE LINE DIRECTLY BELOW:

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

Witness_____
Signature_____
Date_____
Name/Title (please type or print)_____
Name/Title (please type or print)_____
Date

FORM OF PROPOSAL

004000-8

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U.S. Department of Education for all grantees and sub grantees as of fiscal year 1990.

Baltimore County Public Schools
SMALL BUSINESS ENTERPRISE AFFIDAVIT

____ **N/A** *If the bidder firm is not an SBE, then mark the blank, and do not complete any further.*

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

Name and Title: _____

Company: _____

Street Address: _____

City, State, Zip: _____

Business Phone: _____

 Signature/Date

 Witness/Date

 Print Name Signed Above

 Print Name Signed Above

¹Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent's Rule No. 3200 (Policy Adopted 9/10/96).

Baltimore County Public Schools**SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

The solicitation process was conducted in such a manner so as to otherwise not place SBE and MBE subcontractors at a competitive disadvantage to non- SBE and MBE subcontractors.

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

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

Company Name

Signature

Address

Printed Name

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT

___ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME: _____

___ BCPS System wide OR ___ Single Location _____
 (Location)

A. Name of Bidder: _____

B. Name of SBE/MBE: _____
 (Bidder if Qualified)

Indicate with and "X" SBE or MBE status: _____ MBE _____ SBE

SBE/MBE Phone Number: _____ Fax Number: _____

1. Work or Services to be performed by SBE/MBE: _____

2. Subcontract Amount: \$ _____

3. SBE/MBE Commencement Date: _____ Completion Date: _____

4. This SBE/MBE subcontract represents the following percentage of the total value of the contract:
 _____ %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. _____). The terms and conditions stated above are consistent with our agreements.

 (Signature of Subcontractor/Date)

The terms and conditions stated above are consistent with our agreements.

 (Signature of Bidder/Date)

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE
REQUEST FOR WAIVER

____ **N/A** Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: _____ Solicitation No. _____

Total contract amount (with accepted alternates)	\$ _____
15% of total contract value	\$ _____
SBE/MBE participation in this contract	\$ _____ (____%)

I do hereby request that an exception be granted to the requirement that a minimum of ____% of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is _____ and I am the duly authorized representative of _____.
 (Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ _____ and the percentage is ____%.

Therefore, the *Request for Waiver* is for \$ _____ and ____%.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

 Signature Date

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

 Signature Date

NO BID SHEET (use only when not participating in bid)

PLEASE CHECK THE APPROPRIATE ITEM/S

____ 1. We wish to submit a NO BID at this time. The reason for submitting a NO BID is:

_____*Failure to complete the above and return this form to the Purchasing Office may result in your removal from the Baltimore County Public School approved vendor list for this bid.

____ 2. Please include our name to RECEIVE FUTURE BIDS for the FOLLOWING GOODS/SERVICES:

____ 3. Please DELETE our name from future bids for this commodity.

____ 4. Please COMPLETE the following:

Is your company a certified Minority Business Enterprise with State of Maryland? __Yes__No MDOT# ____

Please indicate which group qualifies the business as a Minority Business Enterprise.

African American Asian Women Hispanic American Indian Physically or Mentally disabled individual

Is your company a small business with less than fifty (50) employees which generates an annual revenue less than ten (10) million dollars? __Yes__No

Is your business located within Baltimore County, Maryland? __Yes__No

COMPANY _____

AUTHORIZED SIGNATURE _____

TYPED NAME/TITLE _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____

FAX _____

Return to:

Baltimore County Public Schools
Purchasing Agent
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204



**MULTI-STEP COMPETITIVE SEALED BID
JBO-722-19 OFFICE SUPPLIES
PRICE PROPOSAL**

BID SUBMITTED BY: _____
(Company Name as reflected on your company's W-9 Form)

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

The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein. BCPS may request samples of any proposed product to determine quality of that product. BCPS may request samples for its independent evaluation which shall be provided within 48 hours of request.

Contractor shall price their bid as requested herein. Contractor shall not alter the pricing methodology under any circumstances using things such as a conditional margin floor or other exceptions and formulas.

BCPS reserves the right to make an evaluation considering all cost factors when determining the lowest, responsive bidder.

The evaluation of price will include Bid Worksheets 1-2. Bid Worksheet 1 represents our core products ordered to include a sampling of the private label brands ordered. Bid Worksheet 2 represents the catalog discount structure applied to non-core and private label products.

Summary of Worksheets

#1 Core Product Pricing
#2 Catalog Discount Percentages

#3 Program Growth Discount Percentages
#4 Money/Gift Card Purchasing Program

WORKSHEET 1: CORE LIST PRICING

Worksheet one has been provided to all bidders in an Excel spreadsheet. Bidders are to complete the worksheet in Excel. Worksheet one shall be submitted with the bid package on a thumb drive in an Excel Format. The thumb drive shall be included in the Price Proposal Envelope.

NOTE: The use of brand names shall be interpreted as follows:

Bids may be considered on models or brands or products of manufacturers other than those specified providing the documentation or samples required are provided with your response. Brands names and manufacturers that do not use the words "or equivalent" after them are to be considered the only brands acceptable by the BCPS.

BCPS retains the sole right to determine when an equivalent shall be accepted, and when accepted, whether or not the substitute represents a true equal against the described bona-fide requirements. The use of the words "or equal", or "or equivalent" are intended to mean the same thing.

Contractor shall not substitute core item brand and item number, except where private label brands are acceptable, in which case, you can bid the OEM specified or your private label branded product.

FOR BID WORKSHEET 1. PROVIDE A MINIMUM 15% OF PRODUCTS FROM SMALL AND/OR MINORITY BUSINESSES MEETING STANDARDS FOR THIS DESIGNATION IN EACH STATE'S OR STATE OF MARYLAND PROGRAM.

Please place the excel spreadsheet total one Worksheet One for all core items below:

Total \$ _____
(WORKSHEET 1)

WORKSHEET 2: NON-CORE PRODUCT PRICING

Contractor shall provide a catalog discount structure by the categories listed and delineated in your catalog and e-commerce platform. This discount structure shall be applied to all non-core items.

Breakdown of product sales by category is estimated as follows:

	Non-Core Categories	Percentage of Spend	Estimated Expenditure	Discount	Net Cost
A	Ink and Toner	28%	\$3,214,712		
B.	General Office Supplies	17%	\$1,983,005		
C.	Paper	13%	\$1,546,604		
D.	Furniture	8%	\$949,690		
E.	Writing and Drafting Supplies	8%	\$927,060		
F.	Filing and Binding	9%	\$997,283		
G.	Technology and Computer Peripherals	5%	\$551,770		
H.	Cleaning & Breakroom Supplies	6%	\$711,777		
I.	Dated Goods	1%	\$142,558		
J.	Office Equipment	1%	\$67,734		
K.	Copy and Print Services	1%	\$73,082		
L.	Bottled Water	1%	\$22,052		
M.	Promotional Items	1%	\$24,256		
N.	Other: Catalog Discount for all other non-category items	1%	\$121,803		
	TOTAL	100%	\$11,333,386		

Total Net Cost \$ _____
(WORKSHEET 2 – Categories A-N)

Total Bid Price \$ _____ (WORKSHEETS 1 and 2)

X 5 = Estimated (5) Year Total \$ _____

WORKSHEET 3: PROGRAM GROWTH DISCOUNT PERCENTAGES

Contractor understands that they are entering into a multi-jurisdictional cooperative agreement that has the unguaranteed potential of attracting additional participation on a regional and national level. Currently, the program is valued at \$11,874,890.00 annually. Contractor shall provide additional discount structure against catalog purchases for certain additional program volume achievements as measured at the end of each contract year. In accordance with Part II, 14.0, any changes to the discount structure provided under Bid Worksheet 3 shall occur on an annual basis beginning on the first day of the next year and shall be firm for the entire year until it is evaluated again for the subsequent years.

Note: If program growth results in higher discounts that exceed the core item pricing found on Bid Worksheet 1, then the lowest pricing shall be offered to all participating entities. The assumption for purposes of evaluation only is that the percentage of spend remains the same.

Example for completion of Bid Worksheet 3:

Binders/Filing Supplies: \$955,152.00 X 10% Discount = \$859,636.80 Net Cost

A. Annual volume increases to \$12.5 million

	Non-Core Categories	Percentage of Spend	Estimated Expenditure	Discount	Net Cost
A	Ink and Toner	28%	\$3,500,000		
B.	General Office Supplies	17%	\$2,125,000		
C.	Paper	13%	\$1,625,000		
D.	Furniture	8%	\$1,000,000		
E.	Writing and Drafting Supplies	8%	\$1,000,000		
F.	Filing and Binding	9%	\$1,125,000		
G.	Technology and Computer Peripherals	5%	\$625,000		
H.	Cleaning & Breakroom Supplies	6%	\$750,000		
I.	Dated Goods	1%	\$125,000		
J.	Office Equipment	1%	\$125,000		
K.	Copy and Print Services	1%	\$125,000		
L.	Bottled Water	1%	\$125,000		
M.	Promotional Items	1%	\$125,000		
N.	Other: Catalog Discount for all other non-category items	1%	\$125,000		
	TOTAL	100%	\$12,500,000		

Total Net Cost \$ _____
(Categories A-N)

WORKSHEET 3: PROGRAM GROWTH DISCOUNT PERCENTAGES

B. Annual volume increases to \$13.75 million

	Non-Core Categories	Percentage of Spend	Estimated Expenditure	Discount	Net Cost
A	Ink and Toner	28%	\$3,850,000		
B.	General Office Supplies	17%	\$2,337,500		
C.	Paper	13%	\$1,787,500		
D.	Furniture	8%	\$1,100,000		
E.	Writing and Drafting Supplies	8%	\$1,100,000		
F.	Filing and Binding	9%	\$1,237,500		
G.	Technology and Computer Peripherals	5%	\$687,500		
H.	Cleaning & Breakroom Supplies	6%	\$825,000		
I.	Dated Goods	1%	\$137,500		
J.	Office Equipment	1%	\$137,500		
K.	Copy and Print Services	1%	\$137,500		
L.	Bottled Water	1%	\$137,500		
M.	Promotional Items	1%	\$137,500		
N.	Other: Catalog Discount for all other non-category items	1%	\$137,500		
	Total	100%	\$13,750,000		

Total Net Cost \$ _____
(Categories A-N)

WORKSHEET 3: PROGRAM GROWTH DISCOUNT PERCENTAGES

C. Annual volume increases to \$15.25 million

	Non-Core Categories	Percentage of Spend	Estimated Expenditure	Discount	Net Cost
A	Ink and Toner	28%	\$4,270,000		
B.	General Office Supplies	17%	\$2,592,500		
C.	Paper	13%	\$1,982,500		
D.	Furniture	8%	\$1,220,000		
E.	Writing and Drafting Supplies	8%	\$1,220,000		
F.	Filing and Binding	9%	\$1,372,500		
G.	Technology and Computer Peripherals	5%	\$762,500		
H.	Cleaning & Breakroom Supplies	6%	\$915,000		
I.	Dated Goods	1%	\$152,500		
J.	Office Equipment	1%	\$152,500		
K.	Copy and Print Services	1%	\$152,500		
L.	Bottled Water	1%	\$152,500		
M.	Promotional Items	1%	\$152,500		
N.	Other: Catalog Discount for all other non-category items	1%	\$152,500		
	Total	100%	\$15,250,000		

Total Net Cost \$ _____
(Categories A-N)

WORKSHEET 4: MONEY/GIFT CARD PURCHASING PROGRAM

Please provide a discount off for the following single order values:

Single Order Value	Discount
\$1 – \$10,000	
\$10,0001 - \$50,000	
\$50,001 - \$100,000	
\$100,001 - \$250,000	
\$250,001 - \$500,000	
\$500,001 - \$750,000	
\$750,001 - \$999,999	
Above \$1,000,000	

Company Name:_____

Price Proposal Compiled By:_____
(Please print)

AUTHORIZED SIGNATURE

**SMALL AND CERTIFIED MINORITY BUSINESS
ENTERPRISE PROCEDURES**

FOR

BALTIMORE COUNTY FUNDED CONTRACTS

Baltimore County Public Schools

Focused on Quality, Committed to Excellence

Effective: April 2, 2001

Revised: April 1, 2018

BALTIMORE COUNTY PUBLIC SCHOOLS

Verletta White, Interim Superintendent

Towson, Maryland 21204-3711

Small Business Enterprise and Certified Minority Business Enterprise Document Check List For Baltimore County Funded Contracts

1. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
2. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal. The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.
3. Small Business/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent – This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder's team.
4. Request for Waiver (if applicable) – This form shall be submitted by the bidder if necessary. See procedures for instructions.
5. Standard Monthly Contractor's Requisition for Payment – The potential award bidder shall complete this form with each requisition submitted for payment.

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Physical Facilities

Melanie Webster

Minority Business Enterprise Officer

6901 N. Charles Street

Building E

Towson, MD 21204

Telephone: 443-809-4334

Fax: 410-887-7831

Baltimore County Public Schools
**SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE
 PROCEDURES FOR COUNTY FUNDED CONTRACTS**

1.0 Purpose

To attempt to achieve a minimum of 14 percent of the total dollar value of all contracts directly or indirectly with small business and/or certified minority enterprises when Baltimore County funds are utilized.

2.0 Effective Date

These procedures have been approved by Baltimore County Public Schools (BCPS), and supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 1, 2018.

3.0 Definitions

1. Small Business: A for-profit business, other than a broker, that meets the following criteria:
 - a. it is independently owned and operated;
 - b. it is not a subsidiary of another business;
 - c. it is not dominant in its field of operation;
 - d. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - e. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - f. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - g. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
 - h. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.
 - i. BCPS reserves the right to request tax documents to support such a claim.
2. Certified Minority Business Enterprise is any legal entity, other than a joint venture, which holds a certification issued by the Maryland State Department of Transportation or other recognized municipalities which identify the legal entity as a Minority Business Enterprise.
3. Minority Business Enterprise Liaison means the employee of the Board of Education designated to administer the Board's Small Business Enterprise and Certified Minority Business Enterprise Procedures.
 - a. The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.
4. Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.
5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

4.0 Implementing Procedures

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

- a. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
- b. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal.
- c. Small and Minority Business Enterprise and Bidder's Statement of Intent form for each SBE/MBE participating in the contract, that describes:
 - (1) The contract work to be performed, or items furnished by the SBE/MBE
 - (2) The proposed timetable for performance
 - (3) The agreed prices to be paid for the work or supplies; and
 - (4) The percentage of the total value of the contract

Note that the bidder company may be the SBE/MBE firm.

A corporate diversity statement showing a company-wide use of SBE/MBE firms in the regular performance of business will be accepted.

- d. If the bidder is unable to achieve the full contract goal for SBE/MBE participation, the bidder will submit a written Request for Waiver form which shall include the following:
 - (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors;
 - (2) An explanation of why achieving the full stated goal is not possible.

2. BIDDER'S RESPONSIBILITIES:

- a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.
- b. The bidder shall provide information and documentation as requested by the MBE Liaison.
- c. The bidder shall maintain the following records:
 - (1) All documents necessary to confirm compliance with SBE/MBE utilization.
 - (2) All written records that indicate the identity of the SBE/MBE subcontractors employed on the contract and the type/scope of work performed by the identified SBE/MBE.
 - (3) The actual dollar value of the work and/or services performed by the identified SBE/MBE.
 - (4) All records and documents concerning SBE/MBE participation must be retained by the potential award bidder/award bidder for a period of three (3) years after final completion of the contract.
 - (5) All records and documents will be available for inspection by the MBE Liaison.
- d. In the event the bidder decides to change SBE/MBE participating firms, the bidder shall submit in writing the proposed change to the MBE Liaison for approval. All written submissions must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change.

- e. At the completion of all work under the contract, the award bidder shall prepare a written summary of the final SBE/MBE participation. The final written report shall compare the proposed participation at the time of contract award with the actual participation. The written report shall include the dollar values of the proposed participation and the dollar values of the actual participation for each SBE/MBE. In the event the actual dollar amount varies from the dollar value of the proposed participation by more than one percent (1%) then the award bidder shall provide a written explanation of the difference.
- f. Failure of the potential award bidder/award bidder to provide required SBE/MBE participation may result in termination of this contract.

5.0 Monitoring

- 1. The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation.
- 2. The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract.

Baltimore County Public Schools
SMALL BUSINESS ENTERPRISE AFFIDAVIT

___ **N/A** *If the bidder firm is not an SBE, then mark the blank, and do not complete any further.*

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

NOTE: A Bidder who claims SBE status on this page, may name themselves on the Statement of Intent, Line B, as the SBE/MBE subcontractor, at 100% of the goal.

Name and Title: _____
 Company: _____
 Street Address: _____
 City, State, Zip: _____
 Business Phone: _____

 Signature/Date

 Witness/Date

 Print Name Signed Above

 Print Name Signed Above

Baltimore County Public Schools**SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

The solicitation process was conducted in such a manner so as to otherwise not place SBE and MBE subcontractors at a competitive disadvantage to non- SBE and MBE subcontractors.

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

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

Company Name

Signature

Address

Printed Name

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT

___ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME: _____

___ BCPS System wide OR ___ Single Location _____
 (Location)

A. Name of Bidder: _____

B. Name of SBE/MBE: _____
 (Bidder if Qualified)

Indicate with and "X" SBE or MBE status: _____ MBE _____ SBE

SBE/MBE Phone Number: _____ Fax Number: _____

1. Work or Services to be performed by SBE/MBE: _____

2. Subcontract Amount: \$ _____
3. SBE/MBE Commencement Date: _____ Completion Date: _____
4. This SBE/MBE subcontract represents the following percentage of the total value of the contract:
 _____ %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. _____).

The terms and conditions stated above are consistent with our agreements.

 (Signature of Subcontractor/Date)

The terms and conditions stated above are consistent with our agreements.

 (Signature of Bidder/Date)

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE
REQUEST FOR WAIVER

____ N/A Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: _____ Solicitation No. _____
 Total contract amount (with accepted alternates) \$ _____
 15% of total contract value \$ _____
 SBE/MBE participation in this contract \$ _____ (____%)

I do hereby request that an exception be granted to the requirement that a minimum of ____% of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is _____ and I am the duly authorized representative of _____.
 (Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ _____ and the percentage is ____%.

Therefore, the *Request for Waiver* is for \$ _____ and ____%.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

 Signature

 Date

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

 Signature

 Date

DATE: _____

BID NO: _____

REQ NO: _____

Name of MBE Sub-Contractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE has Received FINAL Payment?	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN
TOTAL:		\$ -	\$ -	\$ -		

African American Women = AAW
Hispanic American Women = HW
Native American Women = NW
Asian American Women = AW

Authorized Signature/Date _____

Prime MBE Classification # (if applicable)

Signature of MBE Liaison/Date

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing

6901 Charles Street, Building "E", 1st Floor

Towson, Maryland 21204

ATTACHMENT A: PRE-BID MEETING RESPONSE FORM**OFFICE SUPPLIES**

A Pre-Bid Meeting will be held at 11:00 a.m. local time on May 23, 2019 at the BCPS Office of Purchasing, 6901 N. Charles Street, Building E, Room 123, Towson, MD 21204. Please return this form by May 20, 2019 advising whether or not you plan to attend. Return the completed form via e-mail to the Purchasing Agent, Jamika Bowen at JBowen@bcps.org.

Please indicate:

☐ No, we will not be in attendance☐ Yes, the following representatives will be in attendance (please print) Maximum two participants:

1. _____

2. _____

Signature_____
Title_____
Name of Firm (please print)