

BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204

CONTRACT AGREEMENT FOR GOODS AND SERVICES
JBO-722-19
Office Supplies

1.0 This Agreement is made and entered into by and between the Board of Education of Baltimore County, Maryland on behalf of Baltimore County Public Schools (hereinafter the "Board" or "BCPS") and W.B. Mason Co., Inc., 59 Centre Street, Brockton, MA 02303, (hereinafter the "Vendor"), which is duly authorized to do business in the State of Maryland. This Agreement is authorized by the Board on the 8th day of October, 2019 and shall become effective on the last signature date set forth below. In consideration of the mutual premises contained herein, the parties agree as follows:

2.0 Incorporation of Bid Documents

2.1 The terms and conditions set forth in the solicitation documents for "Office Supplies", (JBO-722-19), which was issued May 15, 2019 and opened on July 15, 2019, including any Addenda thereto, the bid of the Vendor, and any Purchase Order(s) subsequently issued (collectively, the "Solicitation Documents") are incorporated in this agreement.

2.2 As stipulated within the herein referenced solicitation, Vendor shall provide the Board Office Supplies on an as-needed basis.

3.0 Order of Precedence

In the event of conflict between this Agreement and the Solicitation Documents, the terms of this Agreement shall govern. If the conflict cannot be resolved by reference to the substantive terms of this Agreement, the parties intend that the following order of precedence shall apply in interpreting their Agreement:

- .1 This Agreement;
- .2 The BCPS solicitation documents; then
- .3 Any BCPS Purchase Order.

4.0 Responsibilities of the Vendor

For the purposes of this contract the Vendor shall provide the following:

4.1 Deliver all goods and services per the requirements set forth in the "Solicitation Documents."

- 4.2 Vendor shall exercise no administrative authority over the work of employees of the Board, but shall act only as advisers in those fields in which they are qualified to offer expert assistance.
- 4.3 All administrative supervision of Board or BCPS employees is the responsibility of those employees to whom the responsibility has been delegated.

5.0 Compensation

In consideration of the goods and services to be provided by the Vendor, BCPS shall pay the Vendor in accordance with the pricing set forth in the Vendor's "Price Proposal" response. The Vendor shall be paid only for items that are specifically named in Exhibit A "Vendor's Price Proposal." No additional costs for items will be paid by the Board without prior written consent of the Board. Other than pricing, no additional terms and conditions within the Price Proposal shall be accepted by the Board without prior written consent.

6.0 Term

- 6.1 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 through October 31, 2024, subject to earlier termination as provided in this Agreement.
- 6.2 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.

7.0 Billing and Payments

- 7.1 All invoices are to be submitted to:

Baltimore County Public Schools
Office of Accounting
6901 Charles Street, Building "E"
Towson, MD 21204

- 7.2 To expedite payment you must follow these guidelines:

- 7.2.1 All invoices must contain a valid Baltimore County Public Schools' purchase order number and contract number.
- 7.2.2 Invoices shall be itemized and should fully describe the services provided.
- 7.2.3 After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

8.0 Taxes

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Vendor shall be responsible for paying such taxes when purchasing materials.

9.0 Vendor's Representations and Warranties

The Vendor hereby warrants and represents that the goods and professional services provided under this Agreement shall be in accordance with all applicable laws, codes, ordinances and regulations. With regard to services provided by the Vendor, Vendor further warrants and represents that all services provided hereunder shall be performed competently, and with due diligence, care and skill. With regard to goods provided by the Vendor, Vendor further warrants and represents that all goods provided hereunder shall be (1) new and free from defects in workmanship and materials; and (2) at the time of signing this agreement, Vendor neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of BCPS in the goods. Breach of this warranty constitutes a material breach of the Agreement.

10.0 Delivery and Risk of Loss

The goods will be deemed received by BCPS when delivered to BCPS and the method of shipment to be used will be F.O.B. Destination.

11.0 Assignment

The Vendor shall not assign or transfer the Vendor'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.

12.0 Delegation of Duties

The Vendor shall not delegate the Vendor's duties under this Agreement without prior written consent of the Board.

13.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

14.0 Fee Prohibition

The Vendor warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.

15.0 Nondiscrimination

The Vendor agrees that it shall not discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

16.0 Background Investigation

16.1 All Vendor's employees working on BCPS property are required to be fingerprinted by the Maryland Criminal Justice Information System, or by an authorized private provider acceptable to BCPS (BCPS must give authorization in writing). The fingerprint-based background check must be "for childcare." The cost will be borne by the award vendor and all records sent directly to BCPS for final review and approval. BCPS reserves the right to reject the Vendor's employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

16.2 Vendor's employees who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at BCPS's direction, which could include fingerprinting conducted by its in-house fingerprint vendor or at a site chosen by BCPS. The cost will be borne by the award vendor and all records will remain in the custody of BCPS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

17.0 Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students

17.1 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 Vendor, the Vendor 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.

- 17.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Vendor 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).

18.0 Financial Disclosure

The Vendor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

19.0 Political Contribution Disclosure

The Vendor shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$200,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

20.0 Retention of Records

The Vendor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

21.0 Compliance with Specifications

- 21.1 The Vendor 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 described.
- 21.2 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 21.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Vendor shall call the attention of the applicable BCPS designee(s) to such conflict for a decision before proceeding with any work.

22.0 Liability for Loss of Data

In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Vendor, the Vendor shall be responsible, irrespective of the cost to the Vendor, for the re-creation of such lost data or records. BCPS shall be the sole judge as to whether the lost records have been re-created accurately and completely.

23.0 Delays, Extensions of Time

- 23.1 The Vendor agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Vendor acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Vendor before the extension and/or change takes place and approved in writing by BCPS.
- 23.2 Delays by the Vendor causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

24.0 Annulments and Reservations

- 24.1 BCPS may conduct any necessary investigation to determine the ability of the Vendor to perform the work, and the Vendor shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any contract if the evidence submitted by the Vendor or investigation of such Vendor fails to satisfy BCPS that such Vendor is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.
- 24.2 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 work that is 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 Vendor.

24.2.1 Should the Vendor 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 reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

24.2.2 Should the Vendor 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 reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

24.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Vendor's goods. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

25.0 Termination

25.1 Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Vendor. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

25.2 Termination for Default: When the Vendor has not performed or has in the sole opinion of the Board 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.

25.3 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 Vendor agrees that the Vendor does not have a right to termination for convenience.

26.0 Independent Vendor

The Vendor shall be considered an independent Vendor and not an employee of the Board. The Vendor shall be responsible for the reporting and remittance of all state and federal taxes as an independent Vendor, including without limitation, FICA and state and federal unemployment taxes. As the Vendor shall not be deemed a Board employee, it is understood and acknowledged that the Vendor shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Vendor expressly disclaims any right or entitlement thereto. If the Vendor is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

27.0 Insurance

- 27.1 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.
- 27.2 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.
- 27.3 Prior to the commencement of any work, or at any time during the term of this Agreement, 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. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- 27.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class 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 Chesapeake Employers Insurance Company.

28.0 Indemnification

The Vendor 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.

29.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:
Manager, Office of Purchasing
Baltimore County Public Schools
6901 Charles Street, Building E
Towson, MD 21204

To the Vendor:
W.B. Mason Co., Inc.
Mr. Daniel Orr
59 Centre Street
Brockton, MA 02303
dan.orr@wbmason.com

30.0 Governing Law and Venue

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Baltimore County, Maryland.

31.0 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.

32.0 Confidential Information/Proprietary Rights

The term "confidential information" shall include all non-public documentation and information disclosed to the Vendor in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Vendor hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Vendor further agrees that all work product generated as a result of this Agreement shall be the sole and exclusive property of the Board.

33.0 Drug, Tobacco, and Alcohol

All BCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Vendor nor any of his employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol product on school property. Use or possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Vendor will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Vendor will also be removed from all bids with BCPS for a period of time not to exceed two years and BCPS will provide an "unsatisfactory" reference when inquiries are made.

34.0 Conflict of Interest, Lobbying, and Ethics Review Panel

- 34.1 Conflict of Interest. The Vendor represents and warrants that there exists no actual or potential conflict of interest between the Vendor's performance under this Agreement and the Vendor's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Vendor shall immediately advise the Board thereof.
- 34.2 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 Vendors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- 34.3 All Vendors 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.

34.4 All Vendors 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.

35.0 Multi-Agency Participation

35.1 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/Vendor 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.

35.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Vendor(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 Vendor. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

36.0 Non-hiring of Employees by Vendor or BCPS

36.1 No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

36.2 No employee of the Vendor or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Vendor or any unit thereof.

37.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

37.1 Vendor certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

37.2 Where Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this contract as Exhibit B.

38.0 Severability

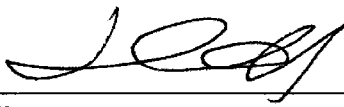
Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

Signatures on Next Page

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date set forth below.

Accepted by:

W.B. Mason Co., Inc.



Signature

Daniel Orr, Jr. Senior V.P.

Name/Title

October 22, 2019

Date



Patricia Boyce-Green Witness

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

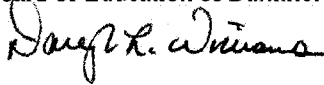


Kathleen S. Causey

Date

Chair

Board of Education of Baltimore County



10-29-19

Darryl L. Williams, Ed.D.

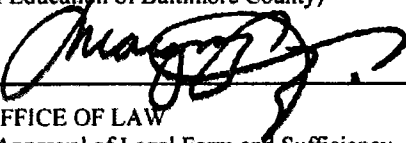
Date

Superintendent

Baltimore County Public Schools

APPROVED FOR LEGAL FORM AND SUFFICIENCY*

(Subject to Execution by a Duly Authorized Superintendent and Chair of the Board of Education of Baltimore County)



OFFICE OF LAW

*Approval of Legal Form and Sufficiency Does not Convey Approval or Disapproval Of the Substantive Nature of this Transaction. Approval is Based Upon Typeset Document- All Modifications Require Re-Approval.



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

BID SUBMITTED BY: W.B. MASON Co., Inc.
(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 \$ 3,741,595.91
(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	48.4%	\$1,658,791.39
B.	General Office Supplies	17%	\$1,983,005	67.4%	\$646,459.63
C.	Paper	13%	\$1,546,604	67.4%	\$504,192.90
D.	Furniture	8%	\$949,890	47.4%	\$499,536.94
E.	Writing and Drafting Supplies	8%	\$927,060	67.4%	\$302,221.56
F.	Filing and Binding	8%	\$997,283	67.4%	\$325,114.26
G.	Technology and Computer Peripherals	5%	\$551,770	44.4%	\$306,784.12
H.	Cleaning & Breakroom Supplies	6%	\$711,777	42.4%	\$409,983.55
I.	Dated Goods	1%	\$142,558	44.4%	\$79,262.25
J.	Office Equipment	1%	\$67,734	31.4%	\$46,465.52
K.	Copy and Print Services	1%	\$73,082	52.4%	\$34,797.03
L.	Bottled Water	1%	\$22,052	46.4%	\$11,819.87
M.	Promotional Items	1%	\$24,256	52.4%	\$11,545.86
N.	Other: Catalog Discount for all other non-category items	1%	\$121,803	36.4%	\$77,466.71
	TOTAL	100%	\$11,333,386		

Total Net Cost \$ 4,914,431.60
(WORKSHEET 2 - Categories A-N)

Total Bid Price \$ 8,656,027.51 (WORKSHEETS 1 and 2)

X 5 = Estimated (5) Year Total \$ 43,280,137.55

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 \$11,874,880.00 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%	\$3,600,000	51.2%	\$1,702,000.00
B.	General Office Supplies	17%	\$2,125,000	70.2%	\$633,250.00
C.	Paper	13%	\$1,625,000	70.2%	\$484,250.00
D.	Furniture	8%	\$1,000,000	50.2%	\$498,000.00
E.	Writing and Drafting Supplies	8%	\$1,000,000	70.2%	\$298,000.00
F.	Filing and Binding	9%	\$1,125,000	70.2%	\$335,250.00
G.	Technology and Computer Peripherals	5%	\$625,000	47.2%	\$330,000.00
H.	Cleaning & Breakroom Supplies	6%	\$750,000	45.2%	\$410,000.00
I.	Dated Goods	1%	\$125,000	47.2%	\$64,000.00
J.	Office Equipment	1%	\$125,000	34.2%	\$82,250.00
K.	Copy and Print Services	1%	\$125,000	55.2%	\$56,000.00
L.	Bottled Water	1%	\$125,000	49.2%	\$63,500.00
M.	Promotional Items	1%	\$125,000	55.2%	\$56,000.00
N.	Other: Catalog Discount for all other non-category items	1%	\$125,000	34.2%	\$76,000.00
	TOTAL	100%	\$12,500,000		

Total Net Cost \$ 5,097,500.00
 (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	54.2%	\$ 1,763,300.00
B.	General Office Supplies	17%	\$2,337,500	73.2%	\$ 626,450.00
C.	Paper	13%	\$1,787,500	73.2%	\$ 479,050.00
D.	Furniture	8%	\$1,100,000	53.2%	\$ 514,600.00
E.	Writing and Drafting Supplies	8%	\$1,100,000	73.2%	\$ 294,800.00
F.	Filing and Binding	8%	\$1,237,500	73.2%	\$ 331,650.00
G.	Technology and Computer Peripherals	5%	\$687,500	50.2%	\$ 342,375.00
H.	Cleaning & Breakroom Supplies	6%	\$825,000	48.2%	\$ 427,350.00
I.	Dated Goods	1%	\$137,500	50.2%	\$ 68,475.00
J.	Office Equipment	1%	\$137,500	37.2%	\$ 86,350.00
K.	Copy and Print Services	1%	\$137,500	58.2%	\$ 57,475.00
L.	Bottled Water	1%	\$137,500	52.2%	\$ 65,725.00
M.	Promotional Items	1%	\$137,500	58.2%	\$ 57,475.00
N.	Other: Catalog Discount for all other non-category items	1%	\$137,500	42.2%	\$ 79,475.00
	Total	100%	\$13,760,000		

Total Net Cost \$ 5,194,750.00
(Categories A-N)

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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	56.2%	\$1,170,260.00
B	General Office Supplies	17%	\$2,592,500	75.2%	\$642,440.00
C	Paper	13%	\$1,982,500	75.2%	\$491,640.00
D	Furniture	8%	\$1,220,000	55.2%	\$546,560.00
E	Writing and Drafting Supplies	8%	\$1,220,000	75.2%	\$302,560.00
F	Filing and Binding	9%	\$1,372,500	75.2%	\$340,350.00
G	Technology and Computer Peripherals	5%	\$782,500	52.2%	\$304,475.00
H	Cleaning & Breakroom Supplies	8%	\$915,000	50.2%	\$455,670.00
I	Dated Goods	1%	\$152,500	52.2%	\$72,595.00
J	Office Equipment	1%	\$152,500	39.2%	\$92,726.00
K	Copy and Print Services	1%	\$152,500	60.2%	\$60,695.00
L	Bottled Water	1%	\$152,500	54.2%	\$69,845.00
M	Promotional Items	1%	\$152,500	60.2%	\$60,695.00
N	Other: Catalog Discount for all other non-category items	1%	\$152,500	44.2%	\$85,695.00
	Total	100%	\$15,250,000		

Total Net Cost \$ 5,456,450.00
(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	0.0%
\$10,0001 - \$50,000	0.5%
\$50,001 - \$100,000	0.5%
\$100,001 - \$250,000	1.0%
\$250,001 - \$500,000	1.0%
\$500,001 - \$750,000	1.0%
\$750,001 - \$999,999	1.0%
Above \$1,000,000	1.25%

Company Name: W.B. MASON Co, Inc.

Price Proposal Compiled By: DANIEL Orr, Jr
 (Please print)

AUTHORIZED SIGNATURE