



Buyer: Juliet R. Hale, CPPB

Award Limitations:

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Section I: GENERAL INFORMATION

1. GENERAL

The Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools ("AACPS") is soliciting competitive sealed bids for all necessary supplies, materials, equipment, labor and supervision required to provide the services as more fully described herein. Services shall be performed in accordance with the specifications, terms, general conditions, and attachments (if any). ***If further information is required, contact the buyer at 410-222-5160. It is the responsibility of bidders to check for addenda on our web page (www.aacps.org) prior to the bid opening.***

Familiarize yourself with the Request for Bid (RFB). The opening place, due date and time are stated herein. Schedules for site inspections and or pre-bid conference, if required, are also noted. Familiarize yourself with the Instructions to Bidders, Check off List, Specifications, Qualifications, Mandatory Terms and Conditions, Bid Work Sheet, Experience Questionnaire, Plans (if any) and Site Conditions.

2. NO OBLIGATION

This RFB implies no obligation on the part of the AACPS.

3. RESPONSE INSTRUCTIONS

Bidders are responsible for properly labeling their bid envelope with their name, address, bid number and due date. AACPS may not be held responsible for a bid, which may be inadvertently opened prior to the specified opening date, unless it is submitted with proper labeling.

4. REJECTION/CANCELLATION OF RFB

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

5. PRICE GUARANTEE

The Bidder warrants that the bid price response, if made, shall be effective for a period of not less than ninety (90) days from the date bids are due. NOTE: For the successful bidder, prices shall remain firm over the duration of the contract.

6. EXCEPTIONS

Should a Bidder find any discrepancy in the plans and/or specifications or should there be any doubt as to the meaning or intent of any part thereof or should Bidder have any exceptions to the terms and conditions stated herein, Bidder must, not later than seven (7) days (Saturdays and Sundays included) prior to the opening of bids/proposals, request clarification from AACPS. Failure to request such clarification shall be construed as a waiver of any claim by the Bidder for expenses incurred because of a later interpretation of the contract documents by the Supervisor of Purchasing.

Failure to request clarification shall be construed as full acceptance of the terms and conditions as stated.

7. SUBMITTALS

The submittals for this solicitation include the original, unaltered solicitation document including any addenda issued by AACPS, financial statement, Qualifications/Experience Questionnaire, Bid Work Sheet, and any other additional documents requested herein shall be completed and returned with each bid/proposal. Failure to do so may cause rejection of bid. Acceptable documents for compliance with the Financial Statement mandatory requirement include, Bidder's:

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

8. LATE BIDS

Late bids will not be accepted unless there is a mistake on the part of an AACPS employee that causes the bid to be late. Otherwise, it is the sole responsibility for the bidder to ensure that their bid is submitted on or before the date and time specified in the solicitation. Late bids will either not be accepted, returned unopened, or destroyed at the bidder's request.

9. BID WITHDRAWAL

No bid can be withdrawn after it is submitted to AACPS unless the Bidder makes a written request to the Buyer, prior to the time set for the opening of bids, or if AACPS fails to award or issue a notice of intent to award, or Bidder provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of the AACPS Supervisor of Purchasing*.

10. COST OF BIDDING

AACPS accepts no responsibility for any expense incurred in the bid preparation and presentation requirements, if any. Such expense is to be borne exclusively by the Bidder.

11. COOPERATIVE PURCHASING CLAUSE

Anne Arundel County Public Schools reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, 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.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

12. PROTESTS

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

13. REGISTRATION

Pursuant to Section 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation before doing any intra-state or foreign business in this State. Before doing

any interstate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

14. COMPETITIVE SEALED BID PROCESS

- Bidder shall submit all requirements as set forth in the RFB.
- Bidder shall submit one copy of their bid, 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.
- No bidder shall be allowed to offer more than one price on each item even though Bidder may feel that two or more types or styles shall meet specifications. Bidders shall determine for themselves which to offer. If said Bidder should submit more than one price on an item, all prices for that item shall be rejected at the discretion of the Buyer.
- The Buyer shall review each submission for responsiveness. If the bid is determined to be not responsive or the Bidder not responsible, the bid shall be rejected and the Bidder notified in writing accordingly.
- Award of this RFB may be made by group, item, lot or any combination at the sole option of the AACPS and shall be made to the Bidder(s) offering the lowest favorable bid price. Multiple awards may be made.

15. ANTI-BRIBERY

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

16. SITE INSPECTION

If applicable, contractors shall be responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by bidder to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the bidder shall report such to the Supervisor of Purchasing. Failure to visit each site shall not relieve any bidder from properly determining the size and scope of work. No consideration will be given to awarded contractors for failing to visit each site.

Inspections may be arranged by **calling** each school or location, Monday through Friday between 8 AM and 3 PM, except AACPS recognized holidays, to make an appointment and identify the employee(s) that will be visiting the site. When Contractor's employee(s) arrive on site, they will be required to produce a copy of the bid advertisement or bidding documents along with their photo identification. Where scanning equipment is located, their identification will be scanned to ensure compliance with paragraph 22 Sex Offender Notification of this section. If the Contractor's representative cannot produce this required documentation, or the scan identifies the employee(s) as a registered offender, the school reserves the unilateral right to not allow Contractor's employee(s) on site for any reason. This will not constitute grounds for an extension of the bid due date.

17. TAXES

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. Bidders shall not include these taxes in their bid price. Exemption certificates will be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

18. BEST CUSTOMER

The AACPS expects to receive pricing of the best customer of the Supplier/Contractor. If during the life of any resulting contract a better price is offered to another customer, then that best price shall be offered to the AACPS.

19. TOBACCO PRODUCTS DRUG-, ALCOHOL-, AND TOBACCO-FREE WORK ENVIRONMENTS

The use of Drug, Alcohol, and Tobacco products is not permitted on school property.

Referencing AACPS Board Policy GAC-RA—Drug-, Alcohol-, and Tobacco-Free Work Environments and Code of Maryland Regulations (COMAR) 13A.02.04, Tobacco-Free School Environment, require AACPS to maintain drug-, alcohol-, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination.

20. IRREGULARITIES

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

21. SUBCONTRACTORS

AACPS shall enter into an agreement with the selected Contractor(s) only. The selected Contractor(s) shall be responsible for all products and services as required by this RFB. Subcontractors, if any, shall be identified and a complete description of their role relative to this bid shall be included at the time of the bid opening.

22. SEX OFFENDER NOTIFICATION**A. Registered Sex Offender**

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

B. Other Crimes

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

- 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;

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

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

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

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

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

23. ACCESS TO PUBLIC RECORDS ACT

Bidder should identify those portions of its bid/proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Access of Public Records Act. Bidders are advised that, upon request for this information from a third party, the Supervisor of Purchasing will be required to make an independent determination whether the information may be disclosed. Failure to clearly identify confidential, proprietary or trade secret information will be an indication to AACPS that the entire bid/proposal is available for public disclosure.

24. GIFTS

In accordance with Board Policy Code BAF, contractors/vendors are hereby notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/offeree is no longer a responsible bidder or vendor. The subject Code further states that Board officials and employees shall not "solicit any gift, or accept any gift or series of gifts exceeding \$20 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict or interest as determined by the Ethics Panel. For purposes of this section, gift includes the transfer of any service or thing of economic value regardless of form without adequate and lawful consideration.

25. eMarylandMarketplace REGISTRATION

Contractors are required to register at <https://emaryland.buyspeed.com/bsol/> within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMarylandMarketplace which requires all successful bidders to register in the system. Registration is

free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMarylandMarketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

Check-off list for required documents in your bid response, provided for your convenience:

- ☒ 1. Return entire, original document including Title Page, Specifications, Addendums, and Bid Work Sheet.
- ☒ 2. Qualification/Experience Questionnaire
- ☒ 3. Financial Statement
- ☒ 4. Certificate of Insurance as described in § 12 of the Bid Specifications (upon award)

Failure to provide the required documents may be cause for rejection of your bid.

Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: HP Digisoft LLC / dba 3D Herndon

Information furnished in response to this Questionnaire and any verifications made by the Anne Arundel County Public Schools (AACPS) shall provide a basis for determining the responsibility of bidders. If AACPS, in its sole discretion, determines that a Bidder's references are inadequate, AACPS reserves the right to determine a Bidder is not responsible which may be cause for rejection of the bid.

Bidder shall have at least five (5) years of experience in providing products or work similar in **scope and complexity** to those described herein. AACPS may consider relevant individual experience of key personnel when assessing the responsibility of the bidding company.

How many years has your firm been in the business of providing similar services/scope of work under your present legal name? 12 Years of relevant experience

2. List at least three (3) contracts/references similar to the work described herein, in which your organization has completed within the last twelve (12) months. (Include company names, firm or Government Agency, address, and contact person and phone number).

- | | | |
|----|--|--|
| A. | Name: Fairfax County Public Schools
Contract #4400007303
Contact Person: Tiffany Evans, Contract Administrator
Value: \$ <u>No Limit - 2yr base; 5yr renewal (>\$100,000)</u> | Address: Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 400
Falls Church, VA 22042
Phone Number: 571-423-3799 |
| B. | Name: Newport News Public Schools
Contract IFB #003-0-2017MM
Contact Person: Michael Miltner, Procurement Officer
Value: \$ <u>No Limit - 2 yr base; 5yr renewal (>100,000)</u> | Address: Newport News Public Schools
Purchasing Department
12465 Warwick Blvd
Newport News, VA 23606
Phone Number: 757-591-4560 |
| C. | Name: National Zoological Park
Smithsonian Institution - Washington DC
Contact Person: Betelihem Assayehgne, Procurement Officer
Value: \$ <u>\$10,000 - \$50,000</u> | Address: Smithsonian Institution
PO Box 37012
MRC 1203
Washington, DC 20013
Phone Number: 202-633-4296 |

3. List two (2) professional references not including those cited above. Provide name, address, phone and fax number and point of contact.

Name	Address	Phone	Email	Point of Contact
MakerBot Corporation	One MetroTech Center 21st Floor Brooklyn, NY 11201	347-676-3578	camil.touimi@makerbot.com	Camil Touimi Territory Manager
Ultimaker North America	150 Cambridgepark Drive Suite 101 Cambridge, MA 02140	650-863-8222	k.matsuo@ultimaker.com	Kirk Matsuo Business Development Director North America

4. What is your Dunn and Bradstreet Rating? D&B # 045098072

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

A. Full Time basis? 4

B. Part Time basis? 6

6. Has your organization performed any contract for any Department, Board, Administration, Agency, organization of the State of Maryland or Anne Arundel County Government over the last five (5) years other than those listed in Section 2? (Please list names, addresses, dates and the Government employee responsible for accepting the work).

No. But we have provided 3D printers and services to Maryland based corporations including Northrop Grumman and Smartronix (government suppliers)

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

No.

8. Has your company ever been suspended or debarred bidding on future Local, State or Federal contracts by the Board of Public Works, or any other Local, State or Federal organization for any reason? Explain.

No.

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

No.

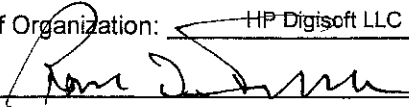
10. Is any part of the service or product provided under this solicitation purchased or made outside the United States? Explain.

The requested Cubicon 3D printers, parts and accessories are manufactured in Korea.
The requested consumable materials are manufactured in China and Korea.

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

Date this 27th day of March 2017.

Name of Organization: HP Digisoft LLC / dba 3D Herndon

By: 

Ran Farmer

(Print Name)

Title: Officer

Section III: SPECIFICATIONS

1. BACKGROUND AND SCOPE

Anne Arundel County Public Schools, herein called AACPS, is contracting for the procurement of Cubicon 3D Printers and related accessories in accordance with the attached terms, specifications, and general conditions. AACPS is not requiring labor or installation.

AACPS conducted an all-inclusive, open review where manufacturers were invited to demonstrate 3D Printers. AACPS staff performed a technical pre-qualification and narrowed down the selections to those that would most fit AACPS' needs.

The Anne Arundel County Public Schools (AACPS) will serve as the Lead Agency for the Mid-Atlantic Purchasing Team (MAPT) in issuing an RFB from qualified firms to provide **Cubicon 3D Printers and related accessories** in accordance with the attached terms, specifications and general conditions. Contractor shall consider the requirements and value of this procurement to include the entire MAPT membership that includes, by memorandum of understanding, the Baltimore Regional Cooperative Purchasing Committee (BRCPC), and the Chief Purchasing Officers Committee (CPOC). BRCPC's website is www.baltometro.org, and CPOC's is www.mwcog.org.

2. CONTRACTOR'S RESPONSIBILITY

2.1 General

Contractor shall furnish and deliver new **Cubicon 3D Printers and related accessories** as described herein on an as-needed basis. This is not a one-time delivery. Only new products will be accepted.

2.2 Ordering

Contractors shall accept the following types of orders: Purchase Order (PO), Delivery Order (DO) (from our Master Agreement), Small Procurement Order (PD), and VISA Procurement Card

2.3 Delivery

Delivery shall be within fifteen (15) working days after receipt of order authorized AACPS order. When delivery is not made within the specified time frame, AACPS reserves the right to purchase the items elsewhere and deduct any additional costs incurred from monies due or which may become due the Contractor. Delivery hours shall be 8:00 am to 2:00 pm daily. No Saturday, Sunday, or school holiday deliveries will be accepted. Vendors are encouraged to visit the AACPS website @ www.aacps.org to become familiar with scheduled and non-scheduled closings. Drop shipments to various locations may be requested on occasion, and Contractor shall be coordinated with AACPS Warehouse personnel.

All items shall be delivered F.O.B destination, and delivery costs and charges shall be included in the Bid price and be exclusive of all taxes. No transportation, shipping, or handling charges may be added to an invoice.

2.4 Warranty

All standard manufacturers' warranties shall apply on the items submitted, and it is understood that any defective item purchased as a result of the Bid shall be exchanged at no cost to AACPS.

2.5 Availability

In the event the manufacturer replaces the specified product(s) with a new product, the Contractor shall notify the Purchasing Office in writing, and will apprise AACPS of product replacement options at the Contract price, and/or any cost reductions available for the specified product(s). AACPS reserves the right to authorize such product replacement and/or cost reduction on any specified product(s).

2.6 Confidentiality

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

2.7 Fort George G. Meade

Heightened Security has gone into effect at Fort Meade. The Anne Arundel County Schools that are located at Fort Meade are:

Manor View Elementary School
2900 MacArthur Road
Ft. George G. Meade MD 20755
410-222-6504

West Meade Early Education Center
7722 Ray Street
Ft. George G. Meade MD 20755
410-222-6545

Pershing Hill Elementary School
7600 29th Division Road
Ft. George G. Meade MD 20755
410-222-6519

MacArthur Middle School
3500 Rockenbach Road
Ft. George G. Meade MD 20755
410-674-0032

Please also be aware that the Department of Defense has instituted a policy on the use of cell phones which specifically prohibits cell phone use while driving on Fort Meade properties. Violators will be fined.

Starting July 1, 2015, all visitors to the Fort Meade Installation, including contractor personnel, must submit to a background check to gain access to the Installation. NO EXCEPTIONS.

All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools must obtain the necessary access credentials through the Installation's Visitor Control Center at

Visitor Control Center
902 Reece Road
7:30 a.m. to 3:30 p.m., Monday through Friday
(301) 677-1064 or (301) 677-1065

Contractor personnel must submit a Form 192 and present the following forms of identification in order to obtain an ID badge:

- 1) A State-issued identification card (e.g. driver's license);
- 2) Original social security card (photocopy not acceptable); and

- 3) Original birth certificate or passport as proof of citizenship. Contractor personnel not born U.S. citizens will be required to provide immigration documentation.

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

Note: Meade High School and Meade Middle School are separate from the secure portion of the Installation and may be accessed without an ID badge.

3. AACPS RESPONSIBILITY

3.1 Access to the Premises

AACPS will provide access to applicable AACPS Locations, Monday through Friday 8:00 A.M. to 2:00 P.M., all days AACPS is open for business. Vendors are welcome to visit our website at www.aacps.org for school holidays and other school closings.

3.2 Inspection of Services and Testing of Supplies and Services

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

The AACPS has the right to inspect and test all materials/services in accordance with the solicitation/contract, to the extent practicable at all times and places during the term of the contract. The AACPS shall perform inspections and tests in a manner that will not unduly delay the work.

If the AACPS performs inspections or tests on the premises of the Contractor or a Subcontractor, the Contractor shall furnish, and shall require Subcontractor to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(1) No inspector other than the Supervisor of Purchasing may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.

(3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the materials/services do not conform to solicitation/contract requirements, the AACPS may require the Contractor to perform the services again in conformity with contract requirements, the AACPS may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, the AACPS may:

- (1) By contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by the AACPS that is directly related to the acquisition of such material/service; and/or
- (2) Terminate the contract for default.

4. QUANTITIES

AACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein. The quantities listed on the bid worksheet are estimates for evaluation purposes only unless otherwise stated herein.

5. DURATION OF CONTRACT

Once awarded, the contract shall remain in force and effect for a period not to exceed two (2) years from the date of award. All prices offered herein shall be firm against any increase for the duration of the contract. Upon completion of this initial term, the contract shall terminate.

6. SURETY (not applicable)

7. INSURANCE REQUIREMENTS

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

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

Business Automobile Liability Insurance

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

Workers' Compensation Insurance

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

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall fax a copy within two (2) business days of its receipt to the Supervisor of Purchasing at (410) 222-5624. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

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

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

Waiver of Subrogation

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

Section IV: MANDATORY TERMS AND CONDITIONS

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

1. LEGAL COMPLIANCE

Contractor shall comply with all applicable laws. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

2. EPA COMPLIANCE (not applicable)

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

3. MINORITY AND SMALL BUSINESS ENTERPRISES

There is no Minority and Small Business Enterprise (MBE) goal on this solicitation, but MBEs are encouraged to submit a bid.

4. RETENTION OF RECORDS

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

5. OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

All materials, supplies, equipment, or services supplied, as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

6. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

7. TERMINATION

7.1 TERMINATION FOR DEFAULT

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

7.2 TERMINATION FOR CONVENIENCE

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

7.3 NONAVAILABILITY OF FUNDING

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

8. ASSIGNMENT

The assignment of this contract to successors, associated companies or any other parties by the Contractor for any reason, without the expressed written approval of AACPS, is hereby specifically prohibited.

9. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, contractor may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally bid on the BID WORK SHEET, found in Section V attached hereto and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid. Payment shall be made within 30 days of invoice.

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The limits set on the procurement card shall not be exceeded nor shall the order be split to fall within those limits. The Contractor shall receive orders by phone, facsimile, or other forms of notification from the AACPS procurement card holder. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. ***The Contractor shall not charge AACPS for any fees related to the use of the procurement card over and above their bid prices.***

10. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

Contractor shall indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS, its agents, AACPS members and employees, or be against, suffered or sustained by other corporations and persons to whom the AACPS, its agents, AACPS members and employees, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS or its agents, AACPS members and employees. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

11. AGENT CERTIFICATION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of any agreement resulting from this solicitation.

12. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless AACPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, Contractor shall not share, exchange, or release AACPS's data to any other party without the express written consent from the Superintendent or his/her designee of AACPS.

13. CODE OF ETHICS

This solicitation shall be governed by the Ethics and Vendor Relations policies and regulations of the Board of Education of Anne Arundel County, including Policy DEC and Administrative Regulation DEC-RA.

14. NON HIRING OF EMPLOYEES

No employee of the AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while being employed, become or be employee of the party or parties hereby contracting with the AACPS or any department, or branch thereof.

15. DISPUTES

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

16. REGULATIONS

The regulations set forth in the Board of Education of Anne Arundel County Policies and Regulations in effect on the date of execution of this Contract are applicable to this Contract.

17. SEVERABILITY

Should any clause or paragraph found herein be considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the Contract. All other clauses and paragraphs shall remain enforceable as written.

18. WAIVER

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

19. NON-DISCRIMINATION CLAUSE

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability unrelated in nature and extent so as to reasonably preclude performance. For more information, contact The Office of Investigations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401, (410) 222-5286; TDD (410) 222-5500. www.aacps.org

Further, Contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability unrelated in nature and extent so as to reasonably preclude performance in matters affecting employment.

20. MODIFICATIONS AND AMENDMENTS

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

21. 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. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

Section V: BID WORK SHEET
#17CM-202 Cubicon 3D Printers and Related Accessories

Contractor: HP Digisoft LLC / dba 3D Herndon

1. Bid prices shall be submitted as follows and shall include all costs associated with the performance of this RFB. This includes, but is not limited to salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs.
2. Addenda to solicitations often occur prior to bid opening and sometimes within as little as 24 hours prior to bid opening. It is bidder's responsibility to frequently visit this section of our site to obtain addenda once they have been posted. Completion of this Bid Work Sheet indicates that you have read this section and visited the website, www.aacps.org for addenda that may affect your bid.
3. The use of brand names shall be interpreted as follows:
 - a. Brand names used with the "or equivalent" clause are intended to be descriptive and not restrictive. Bids may be considered on models or brands or products of manufacturers other than those specified provided the documentation or samples required are provided with your response.
 - b. Brand names that do not use the words "or equivalent" after them are to be considered the only brands acceptable to AACPS.
 - c. AACPS 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.
4. AACPS retains the right to negotiate a lower cost if volume purchases warrant such action.
5. The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein. Quantities may potentially include any participating entity in the Mid-Atlantic Purchasing Team.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
<u>3D PRINTER:</u>				
1.	Printer, 3D, Cubicon Single Plus 3DP-310F, HyVision Metallic Dark Grey color No substitutions	20 each	\$ <u>2,499.00</u>	\$ <u>49,980.00</u>

ACCESSORIES FOR CUBICON SINGLE PLUS (Cubicon brand only):

2.	Flexible Extruder for Cubicon Single Plus Model #3DP-0.4F	5 each	\$ <u>227.50</u>	\$ <u>1,137.50</u>
3.	Replacement Extruder for Cubicon Single Plus *	5 each	\$ <u>15.00*</u>	\$ <u>75.00*</u>

*Note: we believe there is only one optional extruder for the Cubicon Single Plus at this time as listed under #2 above. However, if the manufacturer offers a replacement extruder we commit to providing it at this price.

Contractor _____

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
4.	HEPA Clean Filter for Cubicon Single Plus	5 each	\$ 20.00	\$ 100.00
5.	Heated Bed for Cubicon Single Plus	5 each	\$ 112.50	\$ 562.50
<u>ABS FILAMENT FOR CUBICON SINGLE PLUS:</u>				
6.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Natural	25 each	\$ 22.50	\$ 562.50
7.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Black	25 each	\$ 22.50	\$ 562.50
8.	Cubicon ABS Filament, 1.75mm – 1 kg net weight White	25 each	\$ 22.50	\$ 562.50
9.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Grey	25 each	\$ 22.50	\$ 562.50
10.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Blue	25 each	\$ 22.50	\$ 562.50
11.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Red	25 each	\$ 22.50	\$ 562.50
12.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Green	25 each	\$ 22.50	\$ 562.50
13.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Yellow	25 each	\$ 22.50	\$ 562.50
14.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Orange	25 each	\$ 22.50	\$ 562.50
15.	Cubicon ABS Filament, 1.75mm – 1 kg net weight Purple	25 each	\$ 22.50	\$ 562.50

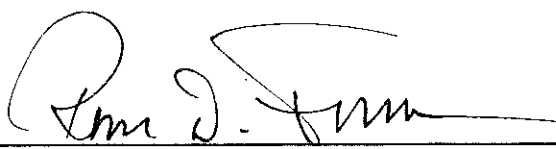
Contractor _____

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
<u>PLA FILAMENT FOR CUBICON SINGLE PLUS:</u>				
16.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Snow White	25 each	\$ <u>36.75</u>	\$ <u>918.75</u>
17.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Natural	25 each	\$ <u>31.85</u>	\$ <u>796.25</u>
18.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Classic Black	25 each	\$ <u>36.75</u>	\$ <u>918.75</u>
19.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Metallic Silver	25 each	\$ <u>36.75</u>	\$ <u>918.75</u>
20.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Pure Green	25 each	\$ <u>34.30</u>	\$ <u>857.50</u>
21.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Sapphire Blue	25 each	\$ <u>34.30</u>	\$ <u>857.50</u>
22.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Romantic Red	25 each	\$ <u>34.30</u>	\$ <u>857.50</u>
23.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Celosia Orange	25 each	\$ <u>31.85</u>	\$ <u>796.25</u>
24.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Lemon Yellow	25 each	\$ <u>31.85</u>	\$ <u>796.25</u>
25.	Cubicon PLA Filament, 1.75mm – 1 kg net weight Fresh Green	25 each	\$ <u>31.85</u>	\$ <u>796.25</u>

TPU (FLEXIBLE) FILAMENT FOR CUBICON SINGLE PLUS:

26.	Cubicon TPU Filament, 1.75mm – 1 kg net weight Transparent	25 each	\$ <u>47.75</u>	\$ <u>1,193.75</u>
27.	Cubicon TPU Filament, 1.75mm – 1 kg net weight Red	25 each	\$ <u>47.75</u>	\$ <u>1,193.75</u>
28.	Cubicon TPU Filament, 1.75mm – 1 kg net weight Green	25 each	\$ <u>47.75</u>	\$ <u>1,193.75</u>
29.	Cubicon TPU Filament, 1.75mm – 1 kg net weight Blue	25 each	\$ <u>47.75</u>	\$ <u>1,193.75</u>
30.	Cubicon TPU Filament, 1.75mm – 1 kg net weight Black	25 each	\$ <u>47.75</u>	\$ <u>1,193.75</u>

Price Proposal Compiled By:


(Signature)

Ran Farmer, Officer

(Print Name and Title of Individual Signing Form)

HP Digisoft LLC / dba 3D Herndon

(Print Company Name)

DEFINITIONS

- (1) **"Bid"**: An offer to perform a contract for work and labor or supplying materials or goods at a specified price.
- (2) **"Contractor"**: One who contracts to do work for another. The term is strictly applicable to any person who enters into a contract, but is commonly reserved to designate one who, for a fixed price, undertakes to procure the performance of works or services, or the furnishing of goods, whether for the public or a company or individual.
- (3) **"Equivalent Item"**: An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.
- (4) **"Equivalent"**: Equal in value, force, measure, volume, power, and effect or having equal or corresponding import, meaning or significance.
- (5) **"FOB" "Destination"**: The term "F.O.B." is an abbreviation for "free on board" and means that seller will deliver subject matter contracted for, on certain conveyance, without expense to buyer. The seller assumes all responsibilities and costs up to the point of delivery, including insurance, transportation, etc.
- (6) **"Request for Bids"**: Invitation for bids.
- (7) **"Responsible"**: A person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that shall assure good faith performance.
- (8) **"Responsible Bidder"**: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.
- (9) **"Responsive Bid"**: A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.
- (10) **"Services"**: The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.
- (11) **"Supplies"**: All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.
- (12) **"Vendor"**: A person who desires to enter into a contract with the AACPS for goods or services.



A Partnership Between the Baltimore Metropolitan Council
and the Metropolitan Washington Council of Governments

Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the title of the agreement between the Metropolitan Washington Council of Governments and the Baltimore Metropolitan Council to aggregate the purchasing volumes in the Maryland, Virginia and Washington D.C. regions.

Format

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

Terms and Conditions

Participating entities, through their use of the cooperative clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

Contract and Reporting

The supplier/contractor and participating entity agree:

- 1) This contract shall be governed by and construed in accordance with the laws of the State in which the participating entity officially resides
- 2) The regional coordinators of cooperative purchasing in MWCOG and BMC shall be provided reasonable contract usage reporting on demand and without further approval of contract participants
- 3) Contract obligations rest solely with the participating entities only
- 4) Significant changes in total contract value may result in further negotiations of contract pricing for the 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 super region.

