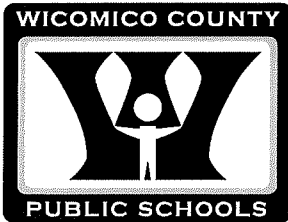


BOARD OF EDUCATION OF WICOMICO COUNTY



John E. Fredericksen, Ph.D.
Superintendent of Schools

P.O. Box 1538
2424 NorthGate Drive
Salisbury, MD 21802-1538

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SUCCESS - Every Student, Every Day

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Kimberly S. Hudson
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NOTICE TO BIDDERS

IFB 78500-153

September 11, 2015

The Board of Education of Wicomico County will receive sealed bids for General Materials of Instruction (MOI)/Art Supplies for various schools in Wicomico, Anne Arundel and Howard Counties, Maryland, until 11:00 a.m., local time, Tuesday, October 20, 2015. Bids received after that time will not be accepted, regardless of when they were mailed or given to a delivering carrier.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Brief Description of Work: Delivery of General Materials of Instruction and Art supplies to various school locations within Wicomico, Anne Arundel and Howard Counties, Maryland. Following award, other municipalities may choose to piggyback this agreement under the terms and conditions found under section 00110, #31 Mid Atlantic Purchasing Team (MAPT). MAPT covers the Maryland, Virginia and Washington D. C. regions.

Complete Bidding Documents may be obtained as a .pdf at www.wcboe.org or at www.emarylandmarketplace.com.

Bids are to be delivered or mailed to the office of the Board of Education, to the attention of Ms. Linda King, in sealed envelopes marked conspicuously on the front "GENERAL MATERIALS OF INSTRUCTION/ART".

BID SUBMISSION MAIL ALLOW 24 HRS FOR DELIVERY	BID SUBMISSION BY HAND OR COMMON COURIER
BID FOR	BID FOR
Wicomico County Board of Education	Wicomico County Board of Education
PO Box 1538	Purchasing Department
Salisbury, MD 21802	2424 Northgate Drive
	Salisbury, MD 21801

No Bidder may withdraw their bid within ninety (90) days after the date and time of bid opening. The Board of Education of Wicomico County reserves the right to reject any or all bids and waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of the Board.

Mark E. Miller, C.P.M., CPPO
Procurement Manager

INSTRUCTIONS TO BIDDERS

1. CLARIFICATIONS: If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Terms and Conditions, Bidding Documents, and/or Request for Proposal, he may submit to the Board a faxed or written request for an interpretation thereof, delivered into the hands of the Procurement Manager no fewer than two working days prior to the time and date the offers are due. The Board will not be responsible for any other interpretations or explanations of the Specifications
2. EXCEPTIONS: It shall be the responsibility of the Contractor to include with his proposal a list and classification of any deviations from or qualifications of the Terms and Conditions and Specifications. The list must be attached to the Form of Proposal.
3. INTERPRETATION OF THE TERM "EQUAL": The Board of Education of Wicomico County (Board) reserves the right to evaluate the quality of articles offered as alternate or equal, and reserves the right to reject any and all articles judged not equal.
4. DETERMINATION OF GRADE OR QUALITY: The Board reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality or that it will better serve the interests of the Board, whether based on product samples, objective test, subjective test, or experience.
5. FAXED OR E-MAILED PROPOSAL SUBMISSIONS: All proposals must be delivered to the Purchasing Department with originals signed by an officer capable of committing the officer to contractual relationships.
NO FAXED OR E-MAILED SUBMISSION WILL BE ACCEPTED.
6. NO BID: If the Contractor elects to "No Bid" a No Bid should be filed with the Procurement Manager. Failure to respond may result in removal from the bidders' list.
7. ANTI-COLLUSION: By signing this Form of Proposal, the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.
8. ANTI-BRIBERY/DEPARMENT: This procurement is subject to the Annotated Code of Maryland Finance and Procurement Article 16 concerning Debarment of Contractors. By signing this Form of Proposal, the offeror agrees that he understands and is in compliance with Article 16.

9. **TOBACCO-FREE SCHOOLS POLICY:** All contractors, sub-contractors, and sub-sub-contractors must comply with the Board's tobacco-free schools policy "ADC". The policy states that "the sale or use of tobacco in any form is prohibited in all buildings and all outside seating areas owned or leased by the Board of Education of Wicomico County, at all times (24 hours a day, every day), regardless of whether or not students are present." The policy also states that "the use of tobacco in any form is prohibited on school grounds during the official school day (7 a.m. to 5 p.m.)."

Any contractors, sub-contractors, or sub-sub-contractors "which do not enforce this tobacco-free policy may be ... declared in default of their contract."

10. **CHILD SEX OFFENDER NOTIFICATION:** Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 17.792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a Contractor working for WCBE, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on WCBE property.

11. **BID/PROPOSAL AFFIDAVIT:** In accordance with the State Procurement Regulation Mandatory Written Solicitation Requirements, CoMar 21.505.08.07, this bid/proposal requires a signed Bid/Proposal Affidavit. This affidavit is attached to the Form of Proposal. Submissions without this document may be considered non-responsive.

12. **TAXES:**

- a. Nothing in these Terms and Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.
- b. Sales of materials used to improve the realty of government entities are taxable. The Maryland Sales and use Tax Exemption Certificate of Wicomico County Board of Education should not be used by contractors performing such work.

13. **SUBSTITUTIONS:** Only substitutions submitted with the bid will be considered. Those submitted after the bid date and time will not be considered.

14. **NONDISCRIMINATION: NONDISCRIMINATION CLAUSE:** In accordance with the Annotated Code of Maryland, State Finance and Procurement Article 13-219, discrimination on the basis of sex, race, age, color, creed or national origin is prohibited under the terms of this contract by any contractor, sub-contractor or sub-sub-contractor.

Contractors and sub-contractors are required to include similar notification in all sub-contracts for other than standard commercial supplies or raw materials, and are required to post notice of this provision so that the notice will be available to the contractor's and/or sub-contractor's employees and applicants.

15. MINORITY BUSINESS ENTERPRISE PROCEDURES:

The Wicomico County Board of Education (WCBE) encourages all qualified Minority Business Enterprises (MBE) to apply for certification with the Maryland Department of Transportation (MDOT).

All qualified MDOT Certified MBE's are encouraged to respond to this solicitation notice.

WCBE encourages prime contractors submitting an offer to this IFB to develop a plan to utilize qualified MDOT certified MBE's as sub-contractors. WCBE may request a copy of this plan when evaluating your proposal.

END INSTRUCTIONS TO BIDDERS

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GENERAL CONDITIONS

1. DEFINITIONS:

Addendum: Written change or revision to the Bidding Documents issued to the prospective Bidders prior to the time of receiving bids.

Alternate: The sum to be added to, or deducted from, the Base Bid if the change in scope of work as described in Alternates is accepted by the Board.

Board: Wicomico County Board of Education also WCBE and WCBOE.

Buyer: WCBOE employee identified in the Notice to Bidders. If no Buyer is indicated in the Notice to Bidders, the Procurement Manager shall be the Buyer.

Furnish: Purchase and deliver to site of installation.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Owner: The Board, authorized employees, and authorized representatives.

Secure: Obtain.

2. BUYER:

All project correspondence, approvals, coordination, and contract administration shall be conducted through the Buyer. The Buyer shall have authority, as outlined in the Bidding Documents, to act as agent for the Board.

The Buyer is responsible for the overall specifications. The working drawings, technical specifications, sketches and other data necessary to define the work covered by these Contract Documents have been prepared by the Buyer.

WCBE will establish the Buyer on the Purchase Order unless identified in the Bidding Documents.

3. CONTRACT DOCUMENTS:

The Bidding Documents as modified by any addenda shall become the Contract Documents upon award by the Board.

The Contract Documents shall include: Bid Addenda, the completed Form of Proposal, the Pricing Sheets, the completed Insurance forms, the Invitation to Bidders, Instructions to Bidders, General Conditions, Supplementary Conditions, Specifications, and any additional information required with the Form of Proposal.

The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be those established in the Supplementary Conditions having priority. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

GENERAL CONDITIONS

4. **RESPONSIBILITY OF THE CONTRACTOR:**

All contact with students should be avoided.

5. **REPORTING TO SCHOOL ADMINISTRATION:**

ALL CONTRACTOR, VENDORS and/or EMPLOYEES, shall upon entering any WCBE facility show proof of identification, sign-in and obtain a WCBE visitor's badge.

6. **USE OF BOARD FACILITIES:**

The use of Board's facilities (toilets, restrooms, lunchrooms, dumpsters, etc.) and utilities are strictly prohibited unless previously authorized and approved by the Buyer.

The Contractor may park only in those areas designated by the Buyer.

7. **GOVERNING LAW AND VENUE:**

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

8. **CLAIM AND DISPUTES:**

The Owner shall in no way be obligated to enter into mediation proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

The Owner shall in no way be obligated to enter into arbitration proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

9. **INSURANCE**

The Contractor shall not commence work under this contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner. The Contractor shall provide to the Purchasing Agent a Certificate of Insurance indicating the coverages below prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverages shall be:

Workmen's Compensation: The Contractor shall maintain throughout the life of the contract statutory Workers' Compensation, including Maryland benefits and employer's liability with limits of \$100,000/\$100,000/\$500,000 for all of the Contractor's and any sub-contractor's employees who will be engaged in the work at the sites of the project.

Commercial General Liability: The Contractor shall establish and maintain throughout the life of the contract Commercial General Liability Insurance - \$1,000,000 each occurrence/general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and where applicable to the project as determined by the Purchasing Agent, Products and Independent Contractors. The general aggregate limit is to apply per project; and

GENERAL CONDITIONS

Business Automobile Liability: \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

The Board requires a forty-five (45) day notice, in writing, of cancellation, non-renewal or change in insurance coverage affecting this project. This written notice shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the Board's Purchasing Agent.

All bidders should have current Certificate of Insurance (ACORD certificates) on file in the Purchasing Office at the time of the bid opening or included with the bid. Failure to provide the ACORD certificate may result in the bidder's offer being considered non-responsive.

The Board (including its elected or appointed officials, agents and employees) is to be named as an additional insured in the Contractor's General Liability Policy. Coverage must be primary with respect to Board, its agents and employees.

A sample of the Certificate of Insurance will be provided upon request and may be found on WCBE's website.

10. CODES AND REGULATIONS:

All work and materials shall be in full accordance with the latest rules and regulations and other applicable State laws or regulations. Nothing in these specifications is to be construed to permit work not conforming to these Codes.

11. PATENTS AND ROYALTIES:

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the Board harmless from loss of account thereof.

12. SAFETY AND FIRE PREVENTION:

OCCUPATIONAL SAFETY AND HEALTH ACTS: Contractor(s) whom perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Sections 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973 and any regulations pursuant thereto.

13. SIGNS:

No signs may be displayed on or about the Board's property (except those which may be required by law) without the Board's specific approval of size, content and location. Any signs required by the Board will be designated in the scope of work.

14. TIME:

It shall be understood that time is of the essence. The Contractor complete the delivery and installation within, or sooner than, the number of calendar days required in the Contract Documents.

15. SCHEDULE:

The Purchase Order shall establish the schedule for delivery and installation dates.

GENERAL CONDITIONS

16. PAYMENTS:

Send all invoices for Wicomico County Schools and required documents to the the attention of

WCBE ACCOUNTS PAYABLE
PO Box 1538, Salisbury, MD. 21802-1538.

ALL INVOICES MUST REFERENCE THE PURCHASE ORDER NUMBER.

Failure to provide any of this information may result in the return; rejection or delay processing of invoices for payment.

Release: The Contractor and each assignee under an assignment in effect at the time of final payment shall, if required by the Board, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Board, discharging the Board, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

17. MODIFICATIONS OF CONTRACT

Adjustments To Contract: After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Buyer.

Any adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

Oral Modifications: No oral statements of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of the Contract. No directive shall be responded to unless direction was made by the Buyer or Buyer. Any changes to the scope of work will be only as authorized by the Buyer. No other staff member shall be considered authorized.

18. HOLD HARMLESS:

The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Board, its employees, and agents from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or a result of the performance of this contract.

Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

GENERAL CONDITIONS

19. WARRANTY:

All parts and labor must be covered by on-site warranty service and guaranteed against defective material, workmanship and failure to perform in accordance with the manufacturers' advertised performance criteria for a period of twenty-four (24) months after delivery (or installation, if installed by Contractor). All broken or defective parts not caused by misuse, accident or Board negligence, will be replaced at no cost including labor and transportation. All necessary machine adjustments occasioned by such defective parts will be made during the guaranteed period by the Contractor (or approved agent) without charge.

Contractors will respond to warranty service calls within three (3) work days after notification of a malfunction by the Owner unless an immediate response and repair is necessary to protect WCBOE equipment, property or interfere with normal operations. On-site warranty service or repairs will be completed within a period of five (5) work days after notification of a malfunction or loan equipment of equal quality will be furnished unless an immediate response is required. Loaners must have an identical configuration, including installation of Board-owned software, where applicable, to the equipment replaced. Contractors will be responsible for warranty service of all products for which they are the selected Contractors.

Warranty Agent, if different from the Contractor, must be identified in the proposal. The Contractor's and warranty agent's right to assignment is subject to Board approval prior to assignment.

20. CONTRACTOR'S GUARANTEE:

By offering a proposal, it is mutually understood and agreed between the Owner and Contractor that the bidder (Contractor):

- Certifies that materials used in the work conform to the Specifications contained herein.
- Guarantees his work against defects in materials and workmanship for a period of two (2) year from the date of final acceptance by the Board.
- Certifies that any and all liens for labor and materials used in this contract have been resolved or will be resolved, should they be filed, and that the Contractor shall settle any and all claims without annoyance to the Owner.
- Guarantees that he will comply with all federal, state, county, or city codes, laws, regulations, and ordinances appropriate to his service and has obtained and paid for any license, permit, or certificate required in the performance of his work.

21. DAMAGE:

The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of this contract.

22. USE OF ROADWAYS AND WALKWAYS:

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic, by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the special provisions of the Specifications.

GENERAL CONDITIONS

23. TESTING:

Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting there from. The Contractor shall notify the Board and Buyer when and where such materials, equipment or other work are ready for testing, and he shall bear the cost of making them available for testing. The Contractor shall notify the Board and Buyer sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.

The cost of initial tests called for will be paid by the Board and will be performed by independent testing consultants retained by the Board. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the Contractor, including any repairs or replacement resulting there from.

If it is indicated that the Contractor knowingly furnished a product that did not meet the standard offered, the Board may, at its discretion, disqualify the Contractor from future bidding.

24. INSPECTION:

All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during installation and/or manufacture. The Board's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the persons having authority over the work. Inspection shall not relieve the Contractor from complying with the requirements of the Contract Documents.

25. OPERATION AND MAINTENANCE MANUALS:

Four (4) copies each of all maintenance instructions application/installation instructions and service manuals shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the Board to easily maintain and service the materials and equipment installed under this Contract. All manufacturers' application/installation instructions shall be given to the Buyer at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified warranties, shall be delivered to the Buyer. The Contractor or appropriate Subcontractors shall provide training to the Board's personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.

End of General Conditions
APPENDIX A

**SUPPLEMENTARY CONDITIONS
&
MID-ATLANTIC PURCHASING TEAM TERMS & CONDITIONS (MAPT)**



1. **INTENT OF SPECIFICATIONS:** These Conditions and Specifications are intended to cover the furnishing General Materials of Instruction/Art to schools within Wicomico, Anne Arundel and Howard Counties of Maryland.

Brand Names: Any reference to brand names and code or model numbers in the attached Specifications is offered as a point of reference in order for suppliers to consider styles, sizes, weights, warranties expressed and implied, and similar characteristics. Unless otherwise stated, the use of such brand names should not be interpreted as the exclusive brand desired. However, whether or not the specified brand or model number is offered, that brand and model number must be clearly indicated in the space provided under each item description. Failure to clearly identify any item may result in its rejection.

2. **PERIOD OF CONTRACT:**

- A. The contract period shall be for one (3) year(s) beginning upon award and remaining in full force and effect until December 31, 2018, unless terminated by the Board.
- B. The Board has the right to renew this contract for three (3) periods of 1 year.
- C. Notification in writing will be issued by the Board at the end of each contract period. (Price adjustments must be approved by the Purchasing Department as outlined in these Bidding Documents.)

3. **DELIVERY:**

- A. All items are to be quoted FOB destination (inside delivery) to site locations within the Board of Education to be determined at the time of purchase or when online orders are issued.
- B. All deliveries are to be made within twenty (20) days of the date of receipt of order.
- C. The Board reserves the right to restrict deliveries to certain days and times.
- D. Orders shall have no additional handling fee.
- E. Orders less than \$50 may have a shipping fee as indicated on the Form of Proposal.
- F. No environmental surcharges will be considered.
- G. The Board/Owner accepts no responsibility for any items ordered, until such time as the material(s) specified are delivered, checked and completely acceptable for use.

4. **QUANTITIES:** The quantities given are intended only as a guide. The Board does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full

**SUPPLEMENTARY CONDITIONS
&
MID-ATLANTIC PURCHASING TEAM TERMS & CONDITIONS (MAPT)**

quantities indicated. The Board's requirements may exceed the quantities shown and the successful Contractor shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the contract period.

- A. Order Size: The term "order" in this request refers to the purchase or on-line order as placed by the school, not as filled by the vendor. Splitting the delivery from more than one warehouse or for any other reason will not be considered as decreasing the order size.
- B. Shipping: The Board agrees to pay reasonable and customary shipping charges (prepaid and added) for small orders. The Board defines a small order as an order less than \$50.00.
- C. Minimum Order: There will be no minimum order size under this agreement.

The Board will not accept a minimum order charge.

- 5. SCOPE OF CONTRACT:** This contract is for Materials of Instruction/Art supplies only. Equipment and furniture are expressly prohibited and excluded under the terms of this agreement. (Equipment generally is defined as items costing in excess of \$1,000; or such items of lesser cost defined as equipment by the vendor.)

The Board reserves the right to competitively bid items available under this contract if in the best interest of the Board.

The Board reserves the right to purchase any item available under this contract from any source in the interest of the Board.

The Board reserves the right to have multiple contracts for various items available under this bid.

- 6. BACK ORDERS:** Under the terms of this agreement, the use of back-ordering is limited as follows:
- A. Back orders are not permitted unless permission is obtained from the ordering agency in advance.
 - B. Back orders, not in keeping with the above statement, are subject to cancellation with no further obligation by the Board.

NOTE: Discontinued items shall not be treated as back orders. It is required that the purchaser be notified of discontinued items.

- 7. RETURNS:** The Board expects the proposed return policy and procedure to be as follows:
- A. No restocking fee for any item returned.
 - B. No handling fee for any item returned.
 - C. No freight charges for any item returned.
 - D. A return authorization number may be required for any item returned. (The Board will include a copy of the original packing list with item returned.)
 - E. Pick-up of items to be returned within three (3) business days after notification.

**SUPPLEMENTARY CONDITIONS
&
MID-ATLANTIC PURCHASING TEAM TERMS & CONDITIONS (MAPT)**

F. Proper credit must be given for any returned item. The credit memo or statement must reference the Board's original order number.

8. CATALOGS:

- A. A web-based electronic catalog is essential as part of this contract.
- B. Unless otherwise directed by the Procurement Manager, or his designee, the successful bidder shall provide the Board with 65 of each catalog (two (2) catalogs per school plus 15 additional locations) at no charge. The supplier will provide additional catalogs as requested by the Board at no charge.

The above catalog must be identified on the form of proposal. All prices must be firm, as published through December 31, 2015. Obvious typographical errors are expected.

The successful bidder may submit a new catalog to be considered by the Board at any time during the contract. However, the new catalog must be similar to the approved catalog submitted with the Form of Proposal. The Procurement Manager for the Board, or his designee, must approve the new catalog at least thirty (30) days prior to its effective date.

Prices other than those printed in the Board approved contracted catalog will not be accepted as the source of the Board's cost and discount.

- 9. PACKING SLIP:** Every shipment must include a packing slip that includes the destination name and address, originator's name and address, order and release number, and an itemized list of shipment contents which includes quantities, catalog item number, catalog item description, and prices.

10. REPORTS:

- A. The supplier shall provide a "Statement of Account" monthly to Accounts Payable Clerk. The Statement will include all current and past due invoices; all unused credit memos; and current month payments. The supplier must provide on the Statement the Board's Order Number, the suppliers Invoice Number, and the amount.
- B. The supplier shall provide, on request, an annual report to the Procurement Manager or designee. This report must provide at least the following information:
 - 1. Year to date (Y-T-D) usage by item, by cost center and by agency.
 - 2. Supplier's item number, item description, current unit price, purchase unit of measure, extended Y-D-D value of item.
- C. Procurement Cards – Must provide Level 3 Reporting thru VISA.

- 11. CUSTOMER SERVICE/ACCOUNT REPRESENTATIVE:** The Board expects a Customer Service/Account Representative (CSR) to be available upon request to assist in product specification, accounting issues, display new products, assisting in training Board personnel in the use of web-based on-line services. The CSR should be available within 72 hours of notification by the Board of an issue requiring assistance.

**SUPPLEMENTARY CONDITIONS
&
MID-ATLANTIC PURCHASING TEAM TERMS & CONDITIONS (MAPT)**

12. SUBMITTALS: In addition to the Form of Proposal the supplier must also submit the following, if applicable:

- A. Exceptions to the Terms and Conditions
- B. Copy of proposed catalog(s)
- C. Sample copy of credit memo or statement
- D. Telephone, fax, and ordering procedure
- E. Procurement ordering procedure
- F. Description of on-line catalog procedure
- G. List of contacts from other Boards of Education
- H. Samples of invoices and packing lists
- I. Customer Service/Account Representative's name, phone, number, fax number, cell number, and length of service in current position.

13. SAMPLES: Samples are not required nor desired to be submitted with the quotations. However, suppliers may be required to submit samples of items offered after the quotation. When samples are required, the supplier must deliver the samples within two (2) working days to the Purchasing Department, Board of Education, Salisbury, Maryland. The Board will not pay for nor return any samples. Objective and subjective tests may be applied in deciding acceptable products. Evaluation may result in the destruction of the sample.

14. TECHNICAL QUESTIONS: The bidder may contact Ms. Marie Ash, Buyer, (410-677-4503) to discuss these specifications prior to making a proposal.

15. BONDING REQUIREMENTS: Not applicable

16. BIDDING DOCUMENTS: The Bidding Documents consist of the following:

- 00030 – Notice to Bidders
- 00090 – Instruction to Bidders
- 00100 – General Conditions
- 00110 – Supplementary Conditions
(MAPT) Terms & Conditions
- 00300 – Form of Proposal and Pricing Sheet(s)
- 00310 – Bid/Proposal Affidavit

17. METHOD OF PROPOSAL: Proposals must be submitted on the basis of individual items. Unit price must be given for each article and the total price of each item must be extended, unless a lot price is requested. In case of discrepancy between unit price and total price, the unit price shall prevail. Prices quoted shall be FOB destination and will include all delivery and installation costs. Prices quoted shall not include Federal Excise or State Sales and Use taxes, or any other taxes from which the Board is exempt. Exemption certificates will be furnished upon request. Proposals shall not be withdrawn or altered for a period of ninety (90) days after the opening thereof. One copy of the Specifications is being furnished; **only the signed Form of Proposal with documentation and appropriate attachments is to be returned as an offer.**

**SUPPLEMENTARY CONDITIONS
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It is intended that your offer represent the total and complete cost of furnishing, delivering and installing the specified item(s). Whereas the Board accepts the responsibility for providing the necessary utilities to the location of installation, it is the Board's understanding that there will be no additional expenses incurred by the Board for the furnishing, delivering and installing of this item to "ready-to-operate" conditions. "Ready-to-operate" is meant to include all appropriate training and technical support.

18. BASIS OF AWARDING: The Board reserves the right to reject any or all offers and waive formalities, informalities and technicalities in any offer. In awarding the contract, consideration will be given to any previous performance for the Board as to the quality of service and merchandise and with regard to Contractor's ability to perform, should he be awarded the contract. The Board reserves the right to accept that offer which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest offer.

19. ADDITIONAL EVALUATION CRITERIA: The Board shall use this additional criteria to evaluate each proposal:

- A. Cost of Goods to the Board. This will be done using a "Market Basket" of products selected from the catalog, priced, computed for discount and compared with other proposals. The "Market Basket" is attached and MUST be completed by the bidder. The Board may use additional items not listed as part of the attached "Market Basket".
- B. The evaluated value of the offered discount.
- C. Analysis and evaluation of the Bidder's product line and the application of that product line to the Board's expected needs during the contract period.
- D. The quality of a web-based on-line catalog which enables the Board to place orders electronically at no additional cost.
- E. Reputation of the supplier and the product line in the marketplace.
- F. Evaluation of all items submitted with the Form of Proposal.
- G. Performance of the supplier as determined by previous experience with this Board and through three (3) references.
- H. Financial responsibility of the bidder.
- I. Availability of Vendor personnel for on-site training of ordering programs, products and internet.
- J. Procurement Card Level 3 Reporting thru VISA.

20. DETERMINATION OF GRADE OR QUALITY: The Board reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality or that it will better serve the interests of the Board, whether based on product samples, objective test, subjective test, or experience.

21. EXCEPTIONS: It shall be the responsibility of the supplier to include with his proposal a list and clarifications of any deviations from or qualifications of the Conditions and Specifications. The list MUST be attached to the Form of Proposal.

**SUPPLEMENTARY CONDITIONS
&
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22. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: Each bidder is required to sign and return with his Form of Proposal the enclosed statement. Failure to do so will result in your bid being determined non-responsive.

23. USAGE DATA: The bidder will be required to supply usage data to the Purchasing Department upon request.

Minimum Data Requirements Are:

- a. Bidder stock number
- b. Item name
- c. Brand identification
- d. Pack information
- e. Volume of purchases by item
- f. Cost of each item

24. SUBSTITUTES: In the event the bidder is out of stock and cannot supply the bid item, a substitution of equal or better quality, as agreed by the Board, must be made. The bid price still applies to the substitution.

25. EXCEPTIONS: It shall be the responsibility of the supplier to include with his proposal a list and clarification of any deviations or qualifications from the Conditions and Specifications. The list must be attached to the Form of Proposal.

26. DISCONTINUED ITEMS: A thirty (30) day notification **in writing** shall be sent to each jurisdiction when bid items are no longer available.

27. ADJUSTMENTS TO CONTRACT: After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Purchasing Department.

In the event that the Vendor is unable to deliver as a result of strikes or acts of God, he shall be held responsible for securing temporary relief in the delivery of the items contracted through such means as may be acceptable to and in agreement with the Purchasing Department, Board of Education, for those goods and services which are necessary for the day-to-day conduct and function of the Boards programs.

28. CONTRACT: It is the intent of the Board that should this offer be accepted and awarded, the Form of Proposal, Specifications and Purchase Instrument will become the contract. Notification of contract award will be made by letter after approval by the Board of Education.

29. TERMINATION:

- A. Breach: Should Vendor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, WCBOE shall have the right to immediately terminate the contract. Such termination shall not relieve Vendor of any liability to WCBOE for damages sustained by virtue of any breach by Vendor.

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- B. Funding: Should funding for this contract be discontinued, WCBOE shall have the right to terminate the contract immediately upon written notice to Vendor.
- C. Notice: WCBOE may terminate this contract at any time upon thirty (30) days written notice to Vendor.

30. PIGGYBACKING: The Board may offer, upon request, to any public education agency; any governmental, non-profit entity within the Eastern Shore of Maryland, Virginia and Washington D.C. a chance to purchase any and all items on this proposal. The successful supplier is expected to honor all the Terms and Conditions of this Contract and the (MAPT) Terms and Conditions below, for purchase orders from these agencies. The Board of Education of Wicomico County assumes no obligation on behalf of any of these organizations.

31. MID-ATLANTIC PURCHASING TEAM TERMS & CONDITIONS (MAPT):

The Mid-Atlantic Purchasing Team (MAPT) uses a lead agency format for their solicitations that non-exclusively encompasses public and non-profit entities from the Maryland, Virginia and Washington DC regions. Neither MAPT nor the lead agency is compensated for their efforts other than the benefits of aggregation and economies of scale. Participating entities, through their participation agree to the resulting contract and all terms and conditions contained therein in so much as they can reasonably be applied to the participating jurisdiction. Further, successful bidder agrees to the following MAPT Terms & Conditions:

1. MAPT has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.
2. Bids requiring payment within less than 30 days from the date of invoice will be rejected.
3. When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.
4. Unless otherwise provided herein, the jurisdiction's Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.
5. Each participating jurisdiction will determine the appropriate method to use this contract, such as a separate jurisdiction contract, bridge letter, purchase order or other form. In addition, they may have additional requirements that can be added to their cooperative document, including but not limited to:
 - 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
 - 5.2 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
 - 5.3 The successful bidder may be required to add other specific terms and conditions that are pertinent to a specific jurisdiction, to which these matters are openly negotiable providing they do not alter the scope of work or original intent of the MAPT Contract.
6. The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.
7. The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workers' Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workers' Compensation Acts and also such insurance as will protect the successful bidder and the

**SUPPLEMENTARY CONDITIONS
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- participating jurisdictions from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.
8. This solicitation shall be governed by and construed in accordance with the laws of the State in which the jurisdiction creates their official place of business without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the contracting jurisdiction's resident state.
 9. This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or MAPT.
 10. The successful bidder shall provide quarterly reporting to the lead agency and MAPT minimally showing the names of the participating entities under this contract and the value of their participation for that period and year to date. This information will be used to evaluate the effectiveness of the program, areas for growth, and if a variable discount structure is used, the correct pricing structure. Other reports that are reasonably available shall be provided as requested.
 11. Bidders are encouraged to consider the broad access to MAPT contracts when considering their pricing strategy. In addition to bidding to the stated estimated volume identified in the lead agency's bid work sheet, bidders are encouraged to submit alternate MAPT bids that offer additional discounts from the stated bid work sheet if additional jurisdictions participate in any resulting contract. Alternate bids may include, but are not limited to, additional percentage discounts based upon certain increased volume levels. The alternate bid shall be submitted with the required bid to the lead agency, if not already requested in the bid work sheet.
 12. Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.
 13. Prior to award, in case of disputes, the decision of the lead agency's Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

END SPECIAL CONDITIONS



FORM OF PROPOSAL

Board of Education of Wicomico County
2424 Northgate Drive
P.O. Box 1538
Salisbury, Maryland 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing and delivering of General Materials of Instruction/Art to the schools of Wicomico, Anne Arundel, and Howard Counties of Maryland.

We agree to furnish and deliver those items for which our proposal is accepted, in compliance with the terms and conditions, and specifications contained therein, at the prices set opposite each item on the attached proposal sheets.

This offer is binding and cannot be withdrawn until January 18, 2016.

Company Name: _____

Address: _____

Date

Signature of Official

Telephone Number

(Printed) Name of Official

Fax Number

Title of Official

Taxpayer I.D. #

Email Address

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1. The Offeror certifies (each party thereto certifies as to its own organization) that in connection with the procurement:
 - A. The prices in this offer have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
 - B. The prices quoted in this offer, unless otherwise required by law, have not and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, directly or indirectly to any other offeror or competitor.
 - C. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
2. Each person signing this offer certifies that:
 - A. He/she is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he/she has not and will not participate in any action contrary to 1A through 1C above.

- OR -

 - i. He/she is not the person responsible in the offeror's organization responsible therein for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not and will not participate in any action contrary to 1A through 1C, and as their agent does hereby certify; and
 - ii. He/she has not and will not participate in any action contrary to 1A through 1C above. And
 - B. That no commission, percentage, brokerage, or contingent fees, in any form was or will be extended to any Board employee in effecting this transaction. And
 - C. That all warranties and guarantees as outlined in this Invitation for Bid shall be fully complied with as specified and shall not void nor limit any other warranties or guarantees offered by the manufacturer over and above those specified and agreed to herein.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

MUST BE COMPLETED, SIGNED BY AN AUTHORIZED COMPANY OFFICIAL, AND RETURNED WITH PROPOSAL.

COMPANY NAME (PRINTED)

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE

SIGNATURE OF OFFICIAL

FAX NUMBER

PRINTED NAME OF OFFICIAL

TAXPAYER ID #

TITLE OF OFFICIAL

MUST INCLUDE COMPLETED AND SIGNED W-9

BID/PROPOSAL AFFIDAVIT

A. (ANTI-BRIBERY AFFIRMATION). I HEREBY CERTIFY THAT

1. I am the (title) _____ and the duly authorized representative of the firm of _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph (3) below, neither I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi- county, or multi-county agency or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any State or Federal Government.
3. State "none" or, as appropriate, list any conviction, plea or admission described in paragraph (2) above, with the date; court, official or administrative body, and the sentence or disposition, if any:

4. I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer, and may be furnished to the Board of Public Works and the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this Affidavit in compliance with Section 16-201 through 16-208 of the State Finance Procurement Article of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

B. (NON-COLLUSION AFFIRMATION). I HEREBY FURTHER AFFIRM THAT neither I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent has:

1. Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
2. In any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

C. (PROCUREMENT AFFIRMATION). I HEREBY FURTHER AFFIRM THAT

1. Neither the above business nor, to the best of my knowledge, information and belief, any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business has in the past five (5) years:
 - a. been convicted under State or Federal statute of a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - b. been found civilly liable under State or Federal anti-trust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - c. been convicted of any violation of a State or Federal anti-trust statute;
 - d. been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USC 1961 ET SEQ.;
 - e. the Mail Fraud Act, 18 USC 1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - f. been criminally convicted of conspiring to commit any act or omission that would constitute grounds for conviction or liability under any statute described in sub-section (1) a., b., c., d., or e. above; or g. admitted in writing or under oath during the course of an official investigation or other proceeding acts or omissions that

BID/PROPOSAL AFFIDAVIT

would constitute grounds for conviction or liability under any statute described above. Also the undersigned vendor was not founded or established or is not operated in a manner designed to evade the application or defeat the purpose of the Debarment Regulations, COMAR 21.08; is not currently suspended or debarred pursuant to COMAR 21.08 or by the action of any other public entity; and is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business.

2. a. If the affirmation described in subsection (1) cannot be given, and debarment proceedings have not been instituted against the business pursuant to COMAR 21.08, indicate the reasons why the affirmation cannot be given, including any conviction or admission described in subsection (1) above, with the date, court and sentence or disposition, if any; the name(s) if the person(s) involved, and their current positions and responsibilities with the business; the activity specified in COMAR 21.08 in which each person was involved; and the details of the person's participation in the activity, including the name(s) of an entity involved and the person's positions and responsibilities with the entity. (Attach additional sheets as necessary.)
-

- b. If the affirmation described in subsection (1) cannot be given, and debarment proceedings have been instituted against the business pursuant to COMAR 21.08, indicate the status of such proceedings.
-

- D. (FINANCIAL DISCLOSURE AFFIRMATION). I FURTHER DECLARE AND AFFIRM THAT I am aware of and that the above firm will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the 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 \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- E. (POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION). I FURTHER DECLARE AND AFFIRM THAT I am aware of and that the above firm will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall on or before February 1 of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.
- F. (DRUG AND ALCOHOL FREE WORKPLACE). I FURTHER DECLARE AND AFFIRM as follows:
1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
 2. By submission of its bid or offer, the vendor, if other than an individual, certifies and agrees that, with respect to it employees to be employed under a contract resulting from this solicitation, the vendor shall:
 - a. maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - b. publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of drugs, and the abuse of drugs or alcohol is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - c. prohibit its Employees from working under the influence of drugs or alcohol;
 - d. not hire or assign to work on the contract anyone whom the vendor knows, or in the exercise of due diligence should know currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - e. promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the vendor has observed the violation or otherwise has reliable information that a violation has occurred;
 - f. establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) the dangers of drug and alcohol abuse in the workplace,
 - (ii) the vendor's policy of maintaining a drug and alcohol free workplace,
 - (iii) any available drug and alcohol counseling, rehabilitation, and employee assistance programs, and
 - (iv) the penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

BID/PROPOSAL AFFIDAVIT

- g. provide all employees engaged in the performance of the contract with a copy of the statement required by F.2.b., above;
 - h. notify its employees in the statement required by F.(2)b. above, that as a condition of continued employment on the contract, the employee shall:
 - (i) abide by the terms of the statement, and
 - (ii) notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - i. notify the procurement officer within 10 days after receiving notice under F.(2)h.(ii) above, or otherwise receiving actual notice of a conviction;
 - j. within 30 days after receiving notice under F.(2)h.(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) take appropriate personnel action against an employee, up to and including termination, or
 - (ii) require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - k. make a good faith effort to maintain a drug and alcohol free workplace through implementation of F.2.a. - j. above.
3. If the vendor is an individual, the individual shall certify and agree, as set forth in F.(4) below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- a. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - b. The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 OR 21.07.03.15, as applicable; and
 - c. The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in the vendor's suspension and debarment under COMAR 21.08.06.
5. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:
- a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
6. Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised, and uncontrolled access to children.

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I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of:

- a. the State of Maryland;
- b. counties or other subdivisions of the State of Maryland;
- c. other states; and
- d. the Federal Government.

I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above firm in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

(Date)

(Affiant)

PRICING SHEET

Net Cost of "Market Basket" \$ _____

Which represents Catalog Discount Rate of _____ %

Catalog Name _____ Catalog # _____

All items in the Form of Proposal "Market Basket" listing manufacturer brand names must be bid using brand name specified. Any items bid using a manufacturer other than that specified on the Form of Proposal must be noted as an **alternate**. Alternate bids must include the manufacturer's name and product number and be accompanied by illustrations (see General Conditions, item 6). Failure to identify clearly any alternate item may result in rejection of the bid.

Please indicate below your basis of shipping costs for small (less than \$50.00) orders.

Pricing Sheet Completed By: _____
Name Printed

Preparers Signature

Date

IFB #78500-153
GENERAL MATERIALS OF INSTRUCTION

#	Item Description	Catalog Page #	Catalog Item #	Published Catalog Price	Unit of Measure	Quantity	Extended Cost
1	Composition Book, Soft 8-1/2 x 7", 48 sheet				Each		\$
2	Crayons, Crayola tuck std size, 8				Box		\$
3	Paint, watercolor, set of 8 oval pan				Set		\$
4	Index Cards, 3x5 plain white				Pack		\$
5	Composition Book, Soft 9-3/4 x 7", 48 sheet				Each		\$
6	Crayons, 8 standard				Box		\$
7	Clipboard, masonite letter				Each		\$
8	Pencil, Oriole pre-sharpened #2 pack of 12				Pack		\$
9	Pencil, Color, 7" 3.3mm set of 12				Set		\$
10	Composition Book, Soft 8-1/2 x 7" 24 sheet				Each		\$
11	Crayons, 16 standard				Box		\$
12	Pencil Pouch				Each		\$
13	Paperclips, smooth Jumbo 2				Box		\$
14	Paperclips, smooth 1-1/4				Box		\$
15	Clipboard, letter, asst neon				Each		\$
16	Elmers washable gluestick .77 oz				Each		\$
17	Clip magnet, man red						\$
18	Playing Cards, Bridge				Deck		\$
19	Eraser Caps, Red, pack of 144						\$
20	Staples, standard 210/strip						\$
21	Pencil, #2, pre-sharpened, pack of 12						\$
22	Construction Paper, 9x12, asst 100 per pack						\$
23	Portfolio, 8-pckt w/plastic binding spine Asst						\$
24	Paperclips, non-skid Jumbo 2						\$
25	Ruler 12" wood double bevel ea						\$
26	Notes, yellow lined 4x6						\$
27	Paper theme 8.5x11 wht 3/8" ruled, 3-HP 1						\$
28	Paint, watercolor oval pan set of 16						\$
29	Marker, Dry Erase Black Chisel						\$

	Item Description	Catalog Page #	Catalog Item #	Published Catalog Price	Unit of Measure	Quantity	Extended Cost
31	Elmers Glue 4 oz						\$
32	Binder, View 2" Blue						\$
33	Marker, Expo Dry Erase Black Chisel						\$
34	Pencil, Award attendance award pack of 12						\$
35	Paper, Graph ¼ ruled 8.5 x 11 3-HP						\$
36	Clip, binder, small ¾" Pack of 12						\$
37	Paperclips, non-skid 1-1/4"						\$
38	Tape, masking 3/4x60 yd						\$
39	Book, plan 9/10 week 7 subject						\$
40	Index cards, color coded 3x5 oxford 100/pk						\$
41	Marker, Expo Dry Erase low odor blue bullet						\$
42	Marker, Dry Erase low odor 4-color set chisel						\$
43	Notes, yellow line 3x3						\$
44	Clip, Binder Medium 1-1/4" black						\$
45	Pencil, #2 pack of 144						\$
46	Paper, Zaner-Bloser, Grade 3-4, ruled						\$
47	Cleaner, Expo white board						\$
48	Scissors, 7" straight						\$
49	Index Cards, 3x5 Narrow rule, white						\$
50	Board Presentation 36"x48"						\$
51	Crayons, Prang Tuck box set of 8						\$
52	Paper, Zaner-Bloser, Grade 2-3, pctr stry						\$
53	Glue Stick white .28 oz each						\$
54	Clip, binder, mini 9/16 blk pack of 12						\$
55	Clip, binder, 2" black pack of 12						\$
56	Pencil, Award, Caught Doing Something Good pack of 12						\$
57	Tape, Highland transparent ½"x36yd						\$
58	Tab dividers, erasable Set of 5						\$
59	Tape, Masking, 1"x60yd						\$
60	Paper, Storybook R&B GR 1-2 LW						\$
61	Gluestick white .28 oz, 30-pk						\$
62	Paper, sentence strip 3x24, white						\$
63	Rubberband, #54 1/4lb						\$

	Item Description	Catalog Page #	Catalog Item #	Published Catalog Price	Unit of Measure	Quantity	Extended Cost
65	Push Pin, Clear 3/8" L, pk/100						\$
66	Tape, highland permanent mending 3/4"x36yd						\$
67	Eraser, 2-1/8"x3/4"x3/8" pack of 12						\$
68	Timer, digital countdown/up						\$
69	Paper, chart, 24x32 1rld 25/tblt						\$
70	Eraser, Dry Erase						\$
71	Scissors, kids 5" blunt pack of 12						\$
72	Glue, Elmers, 1.25 oz						\$
73	Eraser, Expo						\$
74	Pencil #2 asst colors pack of 144						\$
75	Binder, View, 2" Black						\$

B. CATALOG DISCOUNT FOR NON-MARKET BASKET ITEMS: Contractor shall provide a catalog discount structure by the categories listed and delineated in your catalog and ecommerce platform. This discount structure shall be applied to all non-market basket items and include the cost comparison of like products from your current catalog. Please indicate whether your catalog is based/printed on/using manufacturer's list pricing: ___ Yes ___ No (Check one)

Evaluations have been developed with the expectation that all catalogs are based on manufacturer's list pricing. Alternates may require other consideration to derive comparative pricing at WCBOE's sole discretion. The breakdown of product sales by category is estimated as follows:

Category	Percentage of Spend	Estimated Expenditure	Discount Given	Net Cost
A. Classroom and Office Supplies				
B. Awards and Incentives				
C. Arts and Crafts				
D. Early Childhood				
E. Instructional Materials				
F. Physical Education Supplies				
G. Technology				
H. Facilities Materials				
I. Furniture and Equipment				

GRAND TOTAL:

\$ _____

B. PROGRAM GROWTH: Supplier 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 \$430,000 annually (Wicomico). Supplier 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 your reporting requirements contained herein, any changes to the discount structure provided herein below 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 gain for subsequent years. NOTE: If program growth results in higher discounts that exceed the market basket item pricing, then the lowest pricing shall be offered to all participating entities to this contract. The assumption for purposes of evaluation only is that the "percentage of spend" remains the same.

a. Annual Volume increases to \$ _____

Category	Percentage of Spend	Estimated Expenditure	Discount Given	Net Cost
A. Classroom and Office Supplies				
B. Awards and Incentives				
C. Arts and Crafts				
D. Early Childhood				
E. Instructional Materials				
F. Physical Education Supplies				
G. Technology				
H. Facilities Materials				
I. Furniture and Equipment				
	100%			

TOTAL NET COST

\$ _____

b. Annual Volume increases to \$

Category	Percentage of Spend	Estimated Expenditure	Discount Given	Net Cost
A. Classroom and Office Supplies				
B. Awards and Incentives				
C. Arts and Crafts				
D. Early Childhood				
E. Instructional Materials				
F. Physical Education Supplies				
G. Technology				
H. Facilities Materials				
I. Furniture and Equipment				
	100%			

TOTAL NET COST

\$

c. Annual Volume increases to \$

Category	Percentage of Spend	Estimated Expenditure	Discount Given	Net Cost
A. Classroom and Office Supplies				
B. Awards and Incentives				
C. Arts and Crafts				
D. Early Childhood				
E. Instructional				

Materials					
F. Physical Education Supplies					
G. Technology					
H. Facilities Materials					
I. Furniture and Equipment					
	100%				

TOTAL NET COST \$ _____

Authorized Signature

Name Printed

(

(

(



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

Visit our Websites at: <http://www.baltometro.org>
<http://www.mwcog.org>

ADDENDUM NO. 1

May 4, 2015

Invitation for Bids No. 2015-42

Furniture (Office, School, Library, Etc.) and Equipment
Opening Date: May 27, 2015 Time: 11:00 AM

This addendum is hereby made a part of this **Invitation for Bids No. 2015-42**. Please note the following changes, clarifications and information as a result of the pre-bid conference on April 28, 2015, and submit the bid accordingly.

Changes/Clarifications/Information

1. Section D, Paragraph 4, Item 4.1 Add the following: The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least three years of demonstrated experience of reliability and meets the criteria set forth herein.
2. Section J, Page B-1, MBE and WBE Participation Commitment Forms. The City of Baltimore MBE and WBE goals are: 5% MBE and 0% WBE.

Questions/Answers

3. Question: Can a contractor charge for delivery of chairs and/or casegoods?

Answer: No. Although it was requested at the prebid conference that another pay item for an hourly rate for installation of casegoods and seating be added to the price proposal, after further consideration, the price proposal will remain as is. Contractors may only charge for installation of systems furniture, industrial shelving or library shelving as stated in Section F, Proposal 9 on the Price Page.

4. Question: How should we refer to the contract – is it BRCPAC or the Metro Contract or the MAPT Contract?

Answer: This is the MAPT contract.

5. Question: In regards to the returns policy in 19.1 on page 17 of 36, there is no limitation stated. Does the County have 10 days, 30 days, a year or can it evoke this clause at any time after the product is delivered?

Answer: Section D, Paragraph 19, Item 19.1 Add the following: Returns must be requested within 30 days after receipt of the order.

6. Question: In regards to the returns policy in 19.1 on page 17 of 36, if we wanted to take exceptions to this do we then forgo eligibility through the contract in its entirety?

Answer: Yes, you might. Refer to Section E, Submission Requirements Paragraph 4. Exceptions.

7. Question: In regards to the returns policy in 19.1 on page 17 of 36, if not, how do we take exception to this clause?

Answer: Refer to Section E, Submission Requirements Paragraph 4. Exceptions.

8. Question: In regards to the returns policy in 19.1 on page 17 of 36, can this be stated as a policy that will be evaluated on a case by case basis subject to binding arbitration?

Answer: No.

9. Question: I wanted to ask if the Council might want to consider the "impact on the local economy" as a criteria factor in addition to discounting.

Answer: Howard County has no local preference law for determining awards.

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

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

SJL

INVITATION FOR BID

IFB 78500-153

CONDITIONS AND SPECIFICATIONS

**GENERAL MATERIALS OF INSTRUCTION (MOI) -
ART SUPPLIES**

SEPTEMBER 3, 2015

Purchasing Department

Wicomico County Board of Education

P O Box 1538

Salisbury, MD 21802-1538

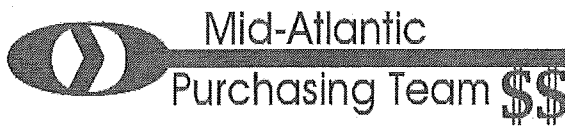
(410) 677-4467

FAX: (410) 677-4418

TABLE OF CONTENTS

BIDDING DOCUMENTS: The Bidding Documents consist of the following:

- 00030 – Notice to Bidders
- 00090 – Instruction to Bidders
- 00100 – General Conditions
- 00110 – Supplementary Conditions & MAPT Terms & Conditions
- 00300 – Form of Proposal
- 00310 – Bid/Proposal Affidavit
- 01000 - Pricing Sheet/Market Basket



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

Visit our Websites at: <http://www.baltometro.org>
<http://www.mwcog.org>

ADDENDUM NO. 2

May 15, 2015

Invitation for Bids No. 2015-42

Furniture (Office, School, Library, Etc.) and Equipment
Opening Date: May 27, 2015 Time: 11:00 a.m.

This addendum is hereby made a part of this **Invitation for Bids No. 2015-42**. Please note the following changes, clarifications and information as a result of the questions received by the deadline and submit the bid accordingly.

Questions/Answers

1. Question: In paragraph 6.3 and 6.4 on page 8 as well as 15.3 on page 16 of the IFB, please confirm the Contractor will be provided with notice and a reasonable opportunity to cure any alleged non-conformance with delivery requirements prior to the County Purchasing Agent or designee procuring the supplies/services on the open market?

Answer: Yes, notice and a reasonable opportunity to cure will be provided.

2. Question: Section D, Page 16, Item 15.3, please clarify the County's interpretation of "reasonable time".

Answer: This is subjective depending on what specific furniture ordered. There is no "one-size fits all" in terms of defining "reasonable time". The County works with suppliers and makes a good faith effort to resolve delivery problems.

3. Question: In reference to Sections I and J of the IFB, please confirm the submission of Contractor's GSA approved Subcontracting Plan would be sufficient in lieu of completing the subcontracting requirement documents for Howard County and City of Baltimore?

Answer: No, the forms in the IFB must be completed.

4. Question: In reference to paragraph 11.5 on page 15 of the IFB, industry standard as well as the Contractor's corporate policy set forth 30 day notice of cancellation or change in the insurance policy. Please confirm a 30 day notice is sufficient.

Answer: Yes.

5. Question: There does not appear to be a standard Force Majeure Clause set forth in the contract. Can it be added?

Answer: No

6. Question: In reference to paragraph 6 of the Mid-Atlantic Purchasing Team Terms & Conditions as well as paragraph 20 on page 10 of the IFB. Please confirm indemnification is limited to: third-party claims; (b) for bodily injury, death, or tangible property damage; (c) "to the extent" caused by Contractor's negligence or willful

misconduct in the performance of its obligations under the Contract; and (d) conditioned upon Customer's provision of prompt written notice of a claim.

Answer: The County will not confirm this.

7. Question: Are new products allowed on contract and what is the process for adding new products during contract performance?

Answer: Refer to Section D, 1.4 of the solicitation.

8. Question: In order to meet the unique needs of an end user, we have the ability to customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our catalog or our list price. Please clarify if we can offer this 'specials' program upon contract award. In addition, we offer a Standard Product Modifications Pricelist which contains commonly ordered product configurations. While the items within this pricelist are denoted as "specials" they are deemed "standard specials" as each configuration has its own unique product identifier in our system. Please confirm we can offer these "standard specials" upon contract award.

Answer: "Standard specials" may be offered.

9. Question: Are non-contract items (open market) allowed on contract and can they be submitted on the same purchase order as contract items?

Answer: Non-contract items shall not be purchased "on contract" and shall not be on the same purchase orders as contract items.

10. Question: While it is understood that the bid for Systems Furniture will be based on product only (a percentage discount from list price) and that the systems furniture installation will be based on an hourly rate (as listed on Page 14, Proposal 9), we would ask for clarification as to what is included in "installation". Would the installation service be defined as the service that begins at the offload of the delivery vehicle and ends with the close out of the punch list? Or would the service be defined as starting at some other point in the delivery, staging and installation sequence?

Answer: The installation is defined as the staging and installation sequence.

11. Question: Section C, Page 8, Item 6.3, Please confirm if the right to charge for liquidated damages is limited to only those products not delivered and does not affect the full purchase order which includes products delivered according to the mutually agreed upon delivery schedule.

Answer: This will be negotiated on a case-by-case basis depending on the nature of the purchase if, and when invoked.

12. Question: Section C, Page 8, Item 6.3, Is the right to charge for liquidated damages limited to material amount of product that renders the County unable to conduct its normal business?

Answer: No

13. Question: Section C, Page 8, Item 6.3, is there a pre-defined limit in dollars or percentage that may be applied to a late delivery? If so, please provide that information.

Answer: No.

14. Question: Will the County accept temporary furniture as a remedy in lieu of monetary liquidated damages?

Answer: It will be up to the entity that placed the order.

15. Question: Section D, Page 13. Item 6.1, In the event of a macro-economic event that causes the contract to be unsustainable for the Contractor, will the County accept mutual agreement for any renewal terms beyond the initial term of the contract for two (2), one (1) renewal periods, up to a maximum contract term of five (5) years?

Answer: Item 6.1 will remain as is

16. Question: Section D, Page 16, Item 15.3, Does "rejected goods" mean non-conforming products in accordance with the manufacturer's specifications? If not, please define.

Answer: This means non-conforming products in accordance with the County's purchase order.

17. Question: Section D, Page 16, Item 15.3, In the event a material amount of products is not delivered or replacement products are not available as requested, will the County accept the placement of temporary furniture at the Contractor's expense in lieu of purchasing on the open market?

Answer: It will be up to the entity that placed the order.

18. Question: Could you advise whether links to manufacturer's website are a satisfactory way of complying with the Section D, Item 8.4?

Answer: Yes, a manufacturer's website is acceptable.

19. Question: Sections I and J, for equal business opportunity participation seem to have overlapping requirements. Is the 10% subcontracting goal on contracts valued \$50,000.00 or more under Section I allowed to count towards the 5% goal for MBE participation under section J and addendum no.1?

Answer: No they are two separate forms. Section I is for Howard County Government and Section J is for the City of Baltimore and the MBE/WBE must have City certified contractors for City goals.

20. Question: Since this is the first time the bid is open to the MAPT and not just BRCPC, we would like to ask if a Maryland Department of Transportation minority business certification can be used to comply with Section J 2 "verifying certification."

Answer: No, they have to be City-certified.

21. Question: Section J part 3f (page B-3) states that a non-manufacturer MBE can only count towards 25% of the contract goal. Does this mean that we (the contractor) would have to subcontract 4 different firms in order to meet the 5% goal for MBE participation under section J and addendum no.1?

Answer: No, you can only count 25% of the 5% towards your goal. For more detailed information regarding Baltimore's MBE/WBE goals please contact Colles Corprew at 410-396-3424 for clarification.

22. Question: Section J, what do I fill in for the blank that asks for dollar amount?

Answer: Leave it blank on your submittal.

23. Question: Regarding Section J, Parts C and D: during what part of this project are the forms completed and filed?

Answer: PART C: STATEMENT OF INTENT TO SELF-PERFORM and Part D; MBE/WBE PARTICIPATION AFFIDAVIT, both are to be filled out to submit with all of the other documents for the bid. (Must be submitted with the bid). If they are not going to count themselves as part of the MBE/WBE goals, then they can just put Not Applicable on the Self-Perform page. In order to count themselves as a MBE or WBE, the Bidder must be City-Certified and active with Baltimore City.

24. Question: Regarding the ability to charge for labor for installation of systems furniture, industrial shelving, or library shelving, what was the logic for limiting this ability to only those furniture categories since most furniture requires assembly?

Answer: The pricing model used in the past has been a successful pricing model, therefore the County is not supportive of a change.

25. Question: Do benching systems fall under systems furniture?

Answer: There are many different types of benching systems available and it would be determined by what is requested.

26. Question: Regarding the return policy in Section D, Item 19.1, how is the "not to exceed 25% of the selling price" derived and by whom?

Answer: Derived based on professional knowledge of the individuals on the MAPT Subcommittee.

27. Question: in Section D, Paragraph 8, Item 8.4 can you further define the type of electronic price lists you are looking for? Is it every item in every catalog with every possible finish line by line?

Answer: This would be a price list that individual entities could look at via their computer to compare the list prices being quoted.

28. Question: In Section F, Paragraph 3, item 3.1 can you clarify what constitutes an "electronic price list".

Answer: It would be a price list that can be found remotely via the computer such as a webpage.

29. Question: Regarding Section D, Paragraph 5, EPP's: when completing the pricing spreadsheet, can you clarify the sought response when each manufacturer has multitudes of offerings and specifications across each Proposal/Furniture category?

Answer: When completing Price Page No. 3, indicate with an X if EPP is available for this product.

30. Question: Regarding Section D, Paragraph 12, Item 12.5, can you clarify regarding manufacturer requirement to authorize multiple dealers at the same discount structure?

Answer: Since this is a regional contract that contains a cooperative purchase clause, a manufacturer that holds the contract is encouraged to have multiple dealers under the contract to permit broad usage across the U.S.

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

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

SJL