

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing
1940 Greenspring Drive, Suite G
Timonium, MD 21093

SPECIFICATION AND PROPOSAL FOR FREIGHT / LOGISTICS CONSULTING SERVICES

BID NUMBER: **JMI-604-11**

BID ISSUED DATE: **June 17, 2010**

DUE DATE: **July 15, 2010**

DUE TIME: **3:00 P.M.** (Eastern Time Zone)

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
JMI-604-11 Attn: Jeffery Miller
1940 Greenspring Drive, Suite G
Timonium, MD 21093

For updated bid information please call the "Bidder's Hotline" at 410-887-7819 or visit our website www.bcps.org/offices/purchasing/bidboard/

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

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

Jeffery Miller, C.P.M. email: jmiller14@bcps.org

FAX: (410) 887-7831 Phone: (410) 887-4334

BALTIMORE COUNTY PUBLIC SCHOOLS

Joe A. Hairston, Superintendent

6901 Charles Street Towson, Maryland 21204-3711

INVITATION FOR BIDS:

The Board of Education of Baltimore County invites firms to bid on **FREIGHT / LOGISTICS CONSULTING SERVICES**, for Baltimore County Public Schools, **Solicitation Number: JMI-604-11**. Procurement questions can be emailed to Jeffery J. Miller at Jmiller14@bcps.org. You must identify the solicitation number, within your email message. Verbal questions will not be taken.

Firms proposing to bid may secure a set of solicitation documents after 2:00 P.M. (EST), on or after **June 17, 2010**. Solicitation documents can be obtained electronically by emailing request to: Jmiller14@bcps.org. Email requests **MUST** include bidders' corporate address, phone number, fax number, and representatives contact name. Additionally, hard copy documents are available for pickup at the Office of Purchasing, 1940 Greenspring Drive, Suite G, Timonium, MD, 21093. There is no cost for the solicitation.

A pre-bid meeting is not scheduled for this solicitation.

Sealed bids will be received until **July 15, 2010**, no later than 3:00 P.M. (Eastern Time Zone) in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 1940 Greenspring Drive, Suite G, Timonium, MD 21093.

The contractor or suppliers who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 14% participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education's goal for economic development. Certified Minority Business Enterprises and Small Business Enterprises are encouraged to respond to these solicitations.

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

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

By Order of the Board of Education of Baltimore County
Richard Gay, Manager, Office of Purchasing

BALTIMORE COUNTY PUBLIC SCHOOLS

PART I: GENERAL TERMS AND CONDITIONS

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

1. AN INVITATION TO BID

- a. Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, Timonium Business Park, 1940 Greenspring Drive, Suite G, Timonium, Maryland 21093.
- b. In accordance with State law, all bids having a potential award value of \$25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.
- c. For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.
- d. Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment
- e. These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.
- f. The Bidder will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder must determine which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.
- g. Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the BCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.
- h. BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.

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

2. BID PREPARATION, PROPOSAL SHEET, BID OPENING

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

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

3. **BONDING**

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

They shall be provided to the **Office of Purchasing, Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**

1. Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.
 2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance of payment.
1. Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks. Certified checks shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**
- d. Bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011.
1. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company, and resubmit it to the Office of Purchasing within ten (10) working days after the contract.
- e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.
- f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**

4. COMPLIANCE WITH SPECIFICATIONS

- a. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully

complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.

- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. DEVIATIONS TO SPECIFICATIONS

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

6. BID PRICES

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

- g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request

- 1. BCPS Tax Exempt Number is 30001110.

7. SAMPLES, CATALOGS AND CATALOG CUTS

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

8. BIDDING PROCEDURE AND BID AWARDS

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

serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

- e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.
- f. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract whichever is in the best interest of the school system.
- g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
- h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.
- i. Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Education of Baltimore County for approval. Upon approval of the award of contract, the bidder(s) shall be notified either by mail, telephone, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.
 - 1. The Office of Purchasing is located in the BCPS, Division of Fiscal Services Building, 1940-G Greenspring Drive, Timonium, MD, 21093, which is accessible to the disabled.

9. ANNULMENTS AND RESERVATIONS

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

10. APPEAL PROCESS

- a. The BCPS Office of Purchasing intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.
 - 1. For an appeal of recommendation of award of contract, the decision of the Purchasing Agent shall be reviewed by the Manager, Office of Purchasing. The Manager, Office of Purchasing may approve, modify or disapprove the decision of the Purchasing Agent. In disapproving the decision, the appeal will be remanded to the Purchasing Agent for resolution. In all other cases, the decision of the Manager, Office of Purchasing is the final action by BCPS. The decision shall include a statement of the decision, with supporting material. Bidders receiving a

decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.

2. In the event a bidder determines cause to appeal an award of contract which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the Executive Director, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A formal written decision will be issued by the Executive Director, Business Services in a timely manner.
- b. Should the Bidder wish to pursue the appeal of award of contract further, administrative procedures have been established for such action, which will be outlined at the time of the event.
- c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE
- d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

11. **DELIVERY REQUIREMENTS**

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

- g. **PACKING:**
1. All materials must be securely packed in accordance with accepted trade practices.
 2. BCPS purchase order number must be plainly visible on the exterior of each container.
 3. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

12. INSPECTIONS

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

13. GUARANTEE AND WARRANTIES

- a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the vendor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.
 1. Furniture and Equipment: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.

2. Office Equipment: Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.
- b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.
- c. The vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the vendor fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or unworkmanlike performance, then BCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The vendor shall be solely responsible for any and all cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

14. **BILLING AND PAYMENT DISCOUNTS**

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

Invoice Mailing Address:
Baltimore County Public Schools
Office of Accounting
1940 Greenspring Drive, Suite G
Timonium, Maryland 21093
- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.

- e. BCPS will not pay freight bills. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

15. LAWS, REGULATIONS AND PERMITS

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

16. INSURANCE

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

17. SAFETY REQUIREMENTS

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

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

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

18. SUB-CONTRACTORS

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

19. LIQUIDATED DAMAGES

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

20. TERMINATIONS OF CONTRACT

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

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

21. GOVERNING LAW AND VENUE

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

22. WAIVER OF JURY TRIAL

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

23. ADDENDA

- a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.
- b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.
- c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- d. No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which postpones the date for receipt of Bids.
- e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid.

24. INDEMNIFICATION

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

25. LIMITED LIABILITY

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

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

- a. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.
- c. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

27. MULTI-AGENCY PARTICIPATION

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

28. INCLEMENT WEATHER

- 28.1 **PRE-BID:** If Baltimore County Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, **"THE PRE-BID IS CANCELLED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation.

28.2 **BID OPENING:** If Baltimore County Schools are closed (either the "schools" and/or "offices") on the day a bid is "DUE", that **bid will be due at the same time the next day that the Baltimore County Schools are open.**

29. ILLEGAL IMMIGRANT LABOR

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

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

30.1 BCPS requires an Award Bidder that has an employee on site that does not speak English to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.

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

31. EMPLOYMENT OF CHILD SEX OFFENDERS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in Termination for Cause.

32. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS reserves the right to cancel the contract and/or purchase materials, equipment or

services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

END OF PART I: GENERAL TERMS AND CONDITIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093
PHONE: 410-887-4334 FAX: 410-887-7831

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PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

(If there is a discrepancy between specifications of Part I: General Terms and Conditions **and** Part II: Specifications--General Requirements, or, Part III: Technical Specifications; **Part II and Part III specifications shall prevail.**)

1.0 General Scope & Services

- 1.1 The specifications that follow are being offered to qualify and select a company to provide freight / logistics consulting services. Services shall include advising agencies on best in class package pricing, market analysis and recommendations pertaining to freight (in-bound and / or out-bound). This solicitation is a multi-Agency, cooperative procurement sponsored by the Baltimore Regional Cooperative Purchasing Committee (BRCPC). Baltimore County Public Schools (BCPS) shall act as the lead Agency in this procurement. BCPS has over 17,000 employees at approximately 200 locations.
- 1.2 "Exhibit "C" BRCPC General Terms and Conditions" represents the BRCPC General Terms And Conditions, and is hereby incorporated herein. Each participating district will be solely responsible and liable for contracting for their service requirements under this solicitation, in accordance with the solicitation.
- 1.3 The services delineated herein are pending allocation of funds and approval of award by the Board of Education of Baltimore County.
- 1.4 This proposal may be withdrawn at any time prior to the actual opening.
- 1.5 Bidders agree to hold their prices, under the same terms and conditions, for a period of one-hundred eighty (180) days from the date of the bid opening.
- 1.6 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
- 1.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS immediately.

2.0 Incorporation of Specifications

- 2.1 BCPS contractual terms and conditions shall govern.
- 2.2 The right to reject any or all proposals is expressly reserved. BCPS will enter into contract preparation activities with the apparent Award Bidder. If these activities are judged to be ineffective or unacceptable, BCPS may cease activities and begin preparation with the next most favorably ranked bidder.
- 2.3 The following order of precedence shall apply:

- .1 Board of Education of Baltimore County - Consultant Services Contract Agreement (included with this solicitation as Exhibit B);
- .2 Part II: Specifications--General Requirements;
- .3 Part III: Technical Specifications;
- .4 Part I: General Terms and Conditions;
- .5 Baltimore Regional Cooperative Purchasing Committee General Terms and Conditions;
- .6 Any BCPS Purchase Order.

3.0 Deviations to Specifications

- 3.1 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
- 3.2 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS immediately.
- 3.3 Any deviation from the specifications must be noted in detail by the bidder, in writing, with submission of his formal proposal. The absence of a written list of specification deviations with the proposal will hold the bidder strictly accountable to BCPS to the specification as written. Any deviation from the specifications by the award bidder during performance of the contract, without prior documented approval from BCPS, constitutes grounds for immediate cancellation of the contract.

4.0 Term of Contract

- 4.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect until "Terminations of Contract" clause is exercised.
- 4.2 BCPS reserves the right to terminate the contract for convenience with thirty days prior written notice. The Award Bidder does not have a right to termination for convenience.
- 4.3 The resulting contract shall be subject to periodic performance reviews. If BCPS determines insufficiencies in contract performance, the award bidder shall meet with BCPS representatives to review the concerns and issues, and develop a mutually agreed period of time for correction of service deficits. Failure to resolve service deviations shall result in cancellation of contract.

5.0 Award of Contract

- 5.1 Award will be made to the responsive and responsible bidder offering the most favorable proposal response. Failure to provide an adequate proposal response shall result in bidder's proposal being non-responsive and not eligible for award.
- 5.2 BCPS reserves the right to award to the bidder providing best-in-class, overall value to BCPS. While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to provide all services as required.
- 5.3 BCPS does not guarantee that there will be an award based upon this solicitation. BCPS reserves the right to reject all bids and to re-bid this project at its discretion.

6.0 Bid Opening

- 6.1 At the bid opening the prices provided by the bidders will not be read or posted. Complete evaluation of the bids will not take place at the opening and no indication of award will be made at the opening.
- 6.2 The recommended award will be available in the Office of Purchasing after the completed evaluation.
- 6.3 Proposals will not be available for review at the bid opening. BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to proposals being available for review. Bid documents will only be available for review after approval of the contract by the Board. For review of bid documents, Bidders shall make any such request as mandated through the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

7.0 Inquiries

- 7.1 No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. To be given consideration, inquiries must be received at least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion.
- 7.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "BID DOCUMENT" shall be IN WRITING and directed to Jeffery Miller, C.P.M. at FAX: (410) 887-7831 and receipt verified by calling Phone: (410) 887-4334, e-mail: jmiller14@bcps.org
- 7.3 Any inquiries regarding the "MBE PARTICIPATION" in this bid shall be directed to Melanie Webster at FAX: (410) 887-7831 and receipt verified by calling Phone: (410) 887-4334, e-mail: mwebster@bcps.org

8.0 Addenda and/or Explanation of Bid Documents

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

9.0 Bonding and Certificates of Insurance

- 9.1 Performance Bonds and/or payment bonds are NOT required for this solicitation.
- 9.2 A Bid Bond is NOT required for this solicitation
- 9.3 The award vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- 9.4 The award vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Workers Compensation Act.
- 9.5 Prior to the commencement of any work, the award vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate shall indicate the amounts of insurance carried by the award vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the award vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- 9.6 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

10.0 Small Business and/or Certified Minority Business Enterprises

10.1 It is the intent of BCPS to achieve a minimum of fourteen percent (14%) of the total dollar value of the contracts resulting from this solicitation to be made to Small Business and/or certified Minority Business Enterprises either directly or indirectly.

10.1.1 Definitions:

- .1 Minority Business: Any legal entity, other than a joint venture, organized to engage in commercial transactions and which is (1) at least 51% owned and/or controlled by one or more minority interest persons, or (2) a non-profit entity organized to promote the interests of the physically or mentally disabled. Minority Groups identified are:

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

- .2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.
- .3 Small Business: A business with fewer than fifty (50) employees which generates an annual revenue less than \$10 million dollars. BCPS reserves the right to request tax documents to support such a claim.

10.2 Each bid submitted, including a submittal from a certified minority business enterprise, in response to this solicitation shall be accompanied by a completed Small and Minority Business Enterprise Utilization Affidavit.

10.3 The following documentation shall be considered as part of the contract, and shall be furnished **at the time of bid**:

10.10.1 Small and Minority Business Enterprise and Prime Contractors Statement of Intent: A separate form completed and signed by the prime contractor and each SBE/MBE firm.

10.10.2 A Request for Waiver (if necessary) with supporting documentation, which represents a good faith effort by the bidder to obtain the SBE/MBE participation goal but it was unable to be obtained, or was unable to be obtained at a reasonable price, and that the public interest is served by a waiver. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, they may submit a written request for a waiver by completing the Request for which shall include the following:

- .1 A detailed statement of the efforts made by the bidder to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
 - .2 A detailed statement of the efforts made by the bidder at least 10 days before the bid opening to solicit small and minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
 - .3 A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;
 - .4 A record of the name, address, telephone number, and dates contacted for each SBE/MBE identified under items (2) and (3) above;
 - .5 A description of the information provided to SBE/MBEs regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
 - .6 Information on activities to assist SBE/MBE's to fulfill bonding requirements, or to obtain a waiver of these requirements;
 - .7 Information on activities to publicize contracting opportunities to small and minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
 - .8 As to each SBE/MBE that placed a subcontract quotation which the bidder considers not to be acceptable, a detailed statement of reasons for this conclusion; and
 - .9 A list of small and certified minority subcontractors found to be unavailable. This shall be accompanied by a Small and Minority Subcontractor Unavailability Certificate signed by the small and/or minority business enterprise or from the bidder indicating that the small and/or minority business did not provide the written certification.
- 10.4 The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted, and may obtain legal advice or assistance from its attorney.
- 10.5 The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.

11.0 Bidder Registration

- 11.1 Bidders are invited to register on the BCPS "Vendor Self-Service" (VSS). Award Bidder(s) are required to register. Please follow the registration instructions below:
 - 11.1.1 Go to our website at www.bcps.org
 - 11.1.2 Scroll to bottom of web-page and click the link for: "Do business with BCPS" (under the "How do I?" section).
 - 11.1.3 In the middle of the Office of Purchasing web-page, click the link: "Visit our Vendor Self Service Center"
 - 11.1.4 Select "Creating A New Account" for detailed instructions. Print these instructions for reference, and then return to the VSS welcome page.
 - 11.1.5 Click onto "Register" from the VSS welcome page and follow the instructions you printed.
 - 11.1.6 Complete the application. Record your UserID and Password for future use.
- 11.2 Bidders are advised that if you do not have access to the website through your home or business, that the BCPS has two computers available for your use in our Office of Purchasing located at 1940 Greenspring Drive, Suite G, Timonium, MD 21093. The VSS is accessible to all interested bidders at this location. Assistance is also available for making the proper connections.
- 11.3 By your entering the required information into the VSS site, you are taking the first step towards doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.
- 11.4 BCPS has a bidder's Hotline in place that is updated weekly to inform interested parties of bids that have been issued. For information regarding bids, please call 410-887-7819 OR: Go to our website at www.bcps.org and scroll to the bottom of web-page; Click the link: "Do business with BCPS" (under the "How do I?" section); Click onto "Bid Board"; Click onto "Invitation to Bid".

END OF SECTION

PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093
PHONE: 410-887-4334 FAX: 410-887-7831

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PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope and Services

The specifications that follow are being offered to qualify and select a company to provide freight / logistics consulting services for Baltimore County Public Schools (BCPS). The Award Bidder of this RFP shall demonstrate familiarity with all aspects of freight / logistics services.

2.0 Qualification Of Bidder

- 2.1 All Bidders submitting a proposal shall include evidence that they maintain a permanent place of business and copies of any and all appropriate licenses necessary to perform this work with their proposal.
- 2.2 BCPS prefers that participating bidders have a minimum of three (3) years experience in providing freight / logistics consulting services.
- 2.3 Bidders shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within proposal. Subcontractor and/or third party provider roles shall be clearly expressed. BCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).
- 2.4 Bidders shall inform BCPS within proposal response if any part of the program includes third party software and/or third party tools.
- 2.5 BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to BCPS all such information and data requested. BCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with BCPS as to the quality and the acceptability of bidder's services.
- 2.6 In determining the qualifications of a bidder, BCPS will consider the bidder's record and performance of any prior contracts with BCPS, federal departments or agencies, or with other public bodies. BCPS expressly reserves the right to reject the proposal of any bidders if the investigation discloses that this bid, in the opinion of BCPS, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.

3.0 General Requirements

- 3.1 At the direction of BCPS, the Award Bidder of this RFP shall consult, advise, and provide analyses and recommendations for freight / logistics services in the following areas:
 - i. Collection and analysis of BCPS shipping data and freight requirements;

- ii. Assisting BCPS with the formulation of solicitation documents (i.e. Request for Proposal) for in-bound and / or out-bound transportation solutions (within the Continental United States);
- iii. Assisting BCPS with proposal evaluations and subsequent negotiation of rates with domestic small package carriers and/or freight haulers for out-bound and / or in-bound ground and / or priority air services;
- iv. Assisting BCPS with the drafting and execution of contract carriage agreements;
- v. Advise BCPS on “value-added service” fees, more commonly referred to as surcharges;
- vi. Advise BCPS on end-to-end logistics cost reduction solutions;
- vii. Advise BCPS on business process enhancements and process efficiencies involving inbound or outbound transportation decisions;
- viii. Advise BCPS on best in class software applications designed to monitor carrier service levels and audit invoices;
- ix. Upon mutual agreement, Award Bidder may provide BCPS access to web-based software application designed to monitor carrier service levels, audit invoices and other value added features.

4.0 Proposal Submittals

- 4.1 Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.
- 4.2 Bidder's are solely responsible for their expenses, if any, in preparing a response to this solicitation. This would include any costs incurred during the selection process or subsequent negotiations.
- 4.3 Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their bid as non-responsive.
- 4.4 Proposals should be complete in every way in order for a proper and complete evaluation of your capabilities. The proposal shall be clear, concise and presented in an organized and intuitive manner. Each section shall be clearly labeled.
- 4.5 If a favorably ranked bidder has submitted any type of ancillary contract and/or agreement, such as Software License Agreements (SLA), Software Maintenance Agreements, Enterprise License Agreements (ELA), Professional Service Agreements (PSA), End-User License and Support Agreement's, etc. to BCPS as a “condition” of award, BCPS reserves the right to cease contract fulfillment

activities with that bidder and begin contract preparation with the next most favorably ranked bidder. BCPS contractual terms and conditions shall govern.

5.0 Proposal Submittal Process

- 5.1 All bidders shall complete and return the forms, exhibits and/or affidavits as outlined herein to satisfy requirements of this solicitation. Bidders shall submit one sealed package to the Office of Purchasing containing the following:
- 5.1.1 Bidders shall submit one completed FORM OF PROPOSAL.
- 5.1.2 Bidders shall submit written responses to all areas as specified within "Exhibit A: Proposal Questionnaire".
- .1 Bidders are required to review all of the general requirements, technical specifications, criteria and attributes outlined within this solicitation and respond accordingly.
- .2 Bidders shall elaborate on their solutions' compatibility with BCPS requirements in an organized, intuitive manner.
- .3 Failure to properly and completely respond to "Exhibit A: Proposal Questionnaire" shall be justification for rejection of the proposal as non-responsive.
- 5.2 Bidders shall submit with the hard copy documentation an electronic version of all FORM OF PROPOSAL documents and "Exhibit A: Proposal Questionnaire" proposal responses. **The electronic submittal shall be contained on CD-ROM media and the format shall be Adobe (pdf).**
- 5.3 Return all proposal documentation and CD-ROM to:
- BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
JMI-604-11 Attn: Jeff Miller
1940 Greenspring Drive, Suite G
Timonium, MD 21093
- 5.4 Proposals must be labeled properly. Include the Solicitation Number, Bid Due Date/Time, bidder's name on the OUTSIDE of the package. Plainly print the words "SEALED BID" on the outside of the package to avoid premature opening of the bid.
- 5.5 All proposals must be delivered to the above address by the specified due date and time. Proposals submitted to any other address will not be considered.
- 5.6 Proposals received after the published due date/due time will be rejected as non-responsive.
- 5.7 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.

6.0 Discussions With Responsible Bidders

- 6.1 Following the evaluation committee's review of initial bidders' proposals, it may call for discussions with responsible bidders whose proposals it determines are reasonably being considered for award. The evaluation committee may further define and clarify the needs of this solicitation during the initial evaluation.
- 6.2 The purpose of such discussions shall include, but not be limited to:
 - 6.2.1 Determine in greater detail the bidder's qualifications.
 - 6.2.2 Explore with the bidder the scope and nature of the project, the bidder's proposed method of performance and the possibility of alternate methods.
 - 6.2.3 Determine that the bidder will make available the necessary personnel and facilities to perform within the requirements of this solicitation.
 - 6.2.4 Agree upon fair and reasonable compensation, considering the estimated value of the services and the scope and complexity of this solicitation. BCPS shall reserve the right to request discussions with bidders for the purpose of requesting a best and final offer.
- 6.3 In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted following submission of initial proposals and prior to award of contract.

7.0 Revisions To Proposals

Following the initial proposal review and discussions (if any), the evaluation committee will either recommend an award of contract or call for a best and final offer from those bidders it deems capable of meeting the scope and needs of this solicitation.

8.0 Access To Public Records Act Notice

Bidders should give specific attention to the identification of those portions of their proposals that they consider confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Board of Education under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

9.0 Document Ownership

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

END OF SECTION

PART III: TECHNICAL SPECIFICATIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 Greenspring Drive, Suite G
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

FORM OF PROPOSAL

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

Cover Page	00400-1
Addenda	00400-2
Proposal Sheet	00400-3
State of Maryland Anti-Bribery Affidavit & Tax Certification	00400-4
Certification Regarding U.S. Government Debarment	00400-5
References	00400-6
Small Business Enterprise Affidavit	00400-7
Small and Minority Business Enterprise Utilization Affidavit	00400-8
Contract Affidavit	00400-9
*No Bid Page	00400-10

FORM OF PROPOSAL

DATE: _____

PROJECT TITLE: FREIGHT / LOGISTICS CONSULTING SERVICES

BCPS SOLICITATION NUMBER: JMI-604-11

COMPANY NAME: _____

ADDRESS OF CORPORATE HEADQUARTERS: _____

ADDRESS OF LOCAL HEADQUARTERS: _____

FEDERAL IDENTIFICATION NUMBER: _____

YEAR OF INCORPORATION: _____

ACCOUNT REPRESENTATIVE NAME: _____

ACCOUNT REPRESENTATIVE TITLE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Part I: General Terms and Conditions, Part II: Specifications--General Requirements and Part III: Technical Specifications, forming a part of the agreement and agree, if the resulting offer is accepted, to enter into an Agreement with the Board of Education of Baltimore County in the form included in the Contract Documents to provide all services as specified or indicated within this solicitation.

(Signature of Bidder)

(Date)

ADDENDA

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

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

Addendum #1 - Date Issued _____

Addendum #2 - Date Issued _____

Addendum #3 - Date Issued _____

Addendum #4 - Date Issued _____

Signature

Title

Contractor Name

PROPOSAL SHEET

I / We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).

I / We certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.

I / We certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.

I / We certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer's certification verifying/confirming item(s) to be "asbestos free."

I / We certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.

I / We propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.

I / We certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland

<p>Is your company a certified Minority Business Enterprise with the State of Maryland? <input type="checkbox"/> Yes <input type="checkbox"/> No MDOT # _____</p> <p>Please indicate which group qualifies the business as a Minority Business Enterprise:</p> <p>(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)</p> <p>Is your company a small business with less than fifty (50) employees which generates annual revenue less than ten (10) million dollars? <input type="checkbox"/> yes <input type="checkbox"/> No</p> <p>Is your business located within Baltimore County, Maryland? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--

RETURN PROPOSAL TO: Office of Purchasing
1940 Greenspring Drive, Suite G
Timonium, MD 21093
Include Solicitation Number

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

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

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

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

Witness

Signature

Date

STATE OF MARYLAND TAX CERTIFICATION

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

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

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

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

Witness

Signature

Date

Name/Title (please type or print)

Name/Title (please type or print)

Date

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

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

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

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

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

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

REFERENCES

List at least three (3) current clients. References--should include services of similar scope and size (preferably school systems).

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

(Signature of Bidder) (Date)

SMALL BUSINESS ENTERPRISE AFFIDAVIT

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

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

Name and Title: _____

Company: _____

Street Address: _____

City, State, Zip: _____

Business Phone _____

Signature Date Witness Date

Print Name Signed Above Print Name Signed Above

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

SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of fourteen (14) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

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

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

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

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

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

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

Company Name

Signature

Address

Printed Name

Sworn and subscribed before me this _____ day of _____ in the year _____ .

Notary Public

BCPS CONTRACT AFFIDAVIT

The undersigned does hereby make the following Affidavit.

I affirm that my company has reviewed "Exhibit B: Board of Education of Baltimore County - Consultant Services Contract Agreement" in its entirety. It is understood that BCPS contractual terms and conditions shall govern.

Name and Title: _____

Company: _____

Street Address: _____

City, State, Zip: _____

Business Phone: _____

Signature Date

Witness Date

Print Name Signed Above

Print Name Signed Above

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

PLEASE CHECK THE APPROPRIATE ITEM/S

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

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

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

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

____ 4. Please COMPLETE the following:

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

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

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

Is your company a small business with less than fifty (50) employees which generates an annual revenue less than ten (10) million dollars? ___ Yes ___ No

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

COMPANY _____

AUTHORIZED SIGNATURE _____

TYPED NAME/TITLE _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ **FAX** _____

**Return to: Baltimore County Public Schools
Purchasing Agent
1940 Greenspring Drive, Suite G
Timonium, MD 21093**

BALTIMORE COUNTY PUBLIC SCHOOLS

Focused on Quality, Committed to Excellence
1940 Greenspring Drive, Suite G
Timonium, MD 21093

Division of Support Services

Office of Purchasing

An Affirmative Action Employer

Proposals should be complete in every way in order for a proper and complete evaluation of your capabilities. The proposal shall be clear, concise and presented in an organized and intuitive manner. Each section shall be clearly labeled. Bidders not providing the information requested herein shall be considered non-responsive.

(A) Overview:

- A1) Company History:** Provide detail, including but not limited to the number of years in business and corporate locations.
- A2) Financial Stability:** Provide most recent standard financial statement, or Dun and Bradstreet report, indicating the company's current net worth, Dunn & Bradstreet rating and working capital position.
- A3) Experience:** Provide detail on your firm's experience in providing freight / logistics consulting services. Include the number of accounts currently under service contract in the Baltimore area as well as nationally. Include and highlight all education / public sector clients (current and/or past).
- A4) Resources and Capabilities:** Demonstrate that your firm has the resources and capability to provide the materials and services in the size and scope as delineated in this RFP.
- A5) Staff Qualification:** Provide a resume for key project staff that will be assigned to BCPS. All staff assigned by Award Bidder shall demonstrate appropriate depth of experience.
- A6) Partners:** Provide detail on all partner, subcontractor, and/or third party relationships relative to freight / logistics consulting services. Include any third party software providers.

(B) Objectivity:

- B1)** Elaborate on your firms approach to the collection and analysis of shipping data and freight requirements on behalf of its clients.
- B2)** Provide examples of transportation solution RFP's (Request for Proposals) your firm has developed on behalf of its clients.
- B3)** Share your experiences involving rate negotiations on behalf of your clients with domestic small package carriers and/or freight haulers for out-bound and / or in-bound ground and / or priority air services. Provide detail on how your firm was able to reduce carrier surcharges.
- B4)** Provide examples of contract carriage agreements your firm has successfully negotiated.
- B5)** Provide detail on any software programs that may be utilized in connection to these services, including software applications your firm utilizes to monitor carrier service levels and audit invoices and to monitor overall small package shipping arrangements on behalf of your clients.
 - 1. Provide screen shot samples as well as sample reports produced by software application.
 - 2. Include detail regarding any third party software and/or third party tools.
- B6)** Elaborate on your firms approach to delivering end-to-end logistics cost reduction solutions, business process enhancements and process efficiencies involving inbound or outbound transportation decisions.

(C) Service Rates and Fees:

- i. Bidders shall include hourly rates based on various personnel classifications (i.e. Project Manager, Estimator, Contract Specialist, etc.) and the number of hours for each personnel classification the Bidder plans to use for each of the services listed below.
- ii. The Bidder will be paid on the basis of the firm, fixed unit labor rates quoted herein and the actual hours expended for each of the services listed below.
- iii. Bidders shall provide a detailed summary of all deliverables included within each of the services listed below.
- iv. Bidders shall indicate the number of BCPS employees your firm is recommending and the number of recommended hours per week those employees may be dedicated for each of the services listed below.
- v. BCPS will not be responsible for paying travel and/or living expenses as a separately invoiced expenditure associated with the services listed below. All rates, fees, and associated pricing must include bidders' costs for travel and living expenses, including but not limited to the following: Lodging expenses and related gratuities; Meal expenses and related gratuities; Travel expenses and related gratuities (airfare; privately owned automobile; common carrier expenses; rental car expenses; miscellaneous travel expenses such as parking charges, road tolls, subway fare, limousine service, taxicab, and local bus fare); Cell phone usage; Computer and/or Networking service usage.
- vi. The term "small package" as indicated below, shall be defined as services provided by FedEx, UPS, or other vendors to facilitate the logistics of moving letters, packages and other shipments.

Bidders shall submit rates, fees, and associated pricing methodologies for each of the services listed below:

C1) BENCHMARKING SERVICES INVOLVING OUTBOUND SHIPMENTS.

The minimum requirements shall include the collection and analysis of BCPS out-bound shipments; researching small package out-bound shipment rates and terms in use by BCPS at time of contract execution.

C2) BENCHMARKING SERVICES INVOLVING INBOUND SHIPMENTS.

The minimum requirements shall include the collection and analysis of BCPS in-bound shipments; researching small package in-bound shipment rates and terms in use by BCPS at time of contract execution.

C3) DEVELOPMENT OF SOLICITATION DOCUMENTS FOR IN-BOUND TRANSPORTATION SOLUTIONS.

The minimum requirements shall include proposal evaluation assistance; negotiation of rates with domestic small package carriers and/or freight haulers; and assistance with the execution of contract carriage agreements.

(C) Service Rates and Fees (cont.):

C4) DEVELOPMENT OF SOLICITATION DOCUMENTS FOR OUT-BOUND TRANSPORTATION SOLUTIONS.

The minimum requirements shall include proposal evaluation assistance; negotiation of rates with domestic small package carriers and/or freight haulers; and assistance with the execution of contract carriage agreements.

C5) COMPLIANCE SERVICES.

The minimum requirements shall include the monitoring of BCPS in-bound and/or out-bound transportation data. Monitoring shall ensure that small package vendors and other logistics / freight vendors are complying with terms of their agreements with BCPS.

C6) SOFTWARE APPLICATION TO FACILITATE: MONITORING OF CARRIER SERVICE LEVELS; AUDIT OF CARRIER INVOICES; MONITORING OVERALL SMALL PACKAGE SHIPPING ARRANGEMENTS.

- a. BCPS prefers a web-based software application.
- b. BCPS prefers that bidders provide a monthly fee for use of software on a maximum of six BCPS computers.
- c. Bidders shall include associated training costs within the software fee.
- d. Include costs for required third party software and/or third party tools.
- e. Bidders shall breakout pricing for all related software products / modules / solutions / offerings / add-on's.
- f. Bidders must provide detail on the functionality of each software product.
- g. Bidders must include various pricing scenarios for each proposed software product.
- h. Desired pricing scenarios: enterprise license fee (unlimited users), per seat/concurrent user fee, monthly fee per site, annual fee per site, and/or other pricing incentives.

END OF SECTION

“EXHIBIT A: PROPOSAL QUESTIONNAIRE”

BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204

CONSULTANT CONTRACT AGREEMENT NUMBER: JMI-604-11
FREIGHT / LOGISTICS CONSULTING SERVICES

- 1.0 In consideration of the provisions contained herein, this Agreement is made and entered into August 10, 2010 between _____ (“Consultant”) and the Board of Education of Baltimore County (“Board” or “BCPS”) for Freight / Logistics Consulting Services.
- 2.0 Incorporation of Documents
 - 2.1 Board of Education of Baltimore County - Consultant Services Contract Agreement;
 - 2.2 Part II: Specifications--General Requirements;
 - 2.3 Part III: Technical Specifications;
 - 2.4 Part I: General Terms and Conditions;
 - 2.5 Any BCPS Purchase Order;
 - 2.6 Baltimore Regional Cooperative Purchasing Committee General Terms and Conditions.
 - 2.7 In the event of conflict, the terms of this Agreement shall govern.
- 3.0 Responsibilities of the Parties
 - 3.1 For the purposes of this contract, the Consultant will provide consultant services related to freight / logistics consulting services for Baltimore County Public Schools (BCPS).
 - 3.2 The Consultant shall invoice BCPS for services provided.
 - 3.3 In consideration of these responsibilities set forth in the solicitation, the Board shall reimburse the Consultant for all reasonable costs associated with the scope of work.
 - .1 Consultant will be paid for services provided upon receipt of an invoice.
 - .2 The Consultant shall be paid only for items or services that are specifically named in the Agreement. No additional costs for items or services will be paid by the Board without prior written consent of the Board.
- 4.0 Term
 - 4.1 The term of the contract shall commence from the day of signing of the contract

after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect until "Terminations of Contract" clause is exercised.

5.0 Billing and Payments

5.1 All invoices are to be submitted to:

BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF ACCOUNTING
1940 Greenspring Drive, Suite G
Timonium, MD 21093

5.2 To expedite payments you must follow these guidelines:

- .1 All invoices must contain a valid Baltimore County Public Schools' purchase order number.
- .2 Invoices shall be itemized and should fully describe the services provided.

6.0 Taxes

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

7.0 Consultant's Representations and Warranties

7.1 The Consultant hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.

8.0 Assignment

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

9.0 Delegation of Duties

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

10.0 Integration.

JMI-604-11: FREIGHT / LOGISTICS CONSULTING SERVICES
Exhibit B: Consultant Services Contract Agreement

- 10.1 This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
- 11.0 Fee Prohibition
- 11.1 The Consultant warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.
- 12.0 Nondiscrimination
- 12.1 The Consultant agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.
- 13.0 Background Investigation
- 13.1 The Board in its sole discretion may require the Consultant to have a criminal background investigation, including fingerprints, before the Consultant begins providing services under this Agreement. In the event the Board requires such an investigation, the Board's investigator shall perform the investigation. The Consultant will pay all fees for the investigation.
- 14.0 Child Sex Offender Notification
- 14.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in the Annotated Code of Maryland, Criminal Procedure, Article §11-709, 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.
- 14.2 In connection with this Agreement, Board requires that Consultant does not employ convicted child sex offenders to work on the Property.
- 14.3 To assist Consultant in identifying convicted child sex offenders, the Purchasing Office of the Board has the list of convicted child sex offenders, which Consultant is welcome to view. Board's Office of School Security maintains this list and distributes updates to us as new offenders are identified.
- 15.0 Financial Disclosure
- 15.1 The Consultant shall comply with the provisions of Section 13-221 of the State

Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

16.0 Political Contribution Disclosure

16.1 The Consultant shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

17.0 Retention of Records

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

18.0 Compliance with Specifications

18.1 The Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

18.2 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

18.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Consultant shall call the attention of the applicable BCPS designee(s) to such conflict for a decision before proceeding with any work.

19.0 Liability for Loss of Data

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

20.0 Delays, Extensions of Time

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

21.0 Annulments and Reservations

- 21.1 BCPS may conduct any necessary investigation to determine the ability of the Consultant to perform the work, and the Consultant shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any proposal if the evidence submitted by the Consultant or investigation of such Consultant fails to satisfy BCPS that such Consultant is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.
- 21.2 BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS work that is inferior to that required by the Consultant, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Consultant.
- .1 Should the Consultant fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.
- .2 Should the Consultant be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.
- 21.3 BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e.

make available without obligating to spend, certain monies for Consultant's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

22.0 Termination

- 22.1 Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Consultant. BCPS shall pay for all of the purchases, if any incurred up to the date of the termination notice.
- 22.2 Termination for Default: When the Consultant has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract; payment shall be withheld at the discretion of BCPS. Failure on the part of a Consultant to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Consultant is not entitled to any costs incurred by Consultant up to the date of termination.
- 22.3 Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the Consultant. BCPS shall pay all reasonable costs incurred by the Consultant up to the date of termination. The Consultant shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Consultant agrees that the Consultant does not have a right to termination for convenience.

23.0 Independent Consultant

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

24.0 Indemnification

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

25.0 Notices

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

To the Board:
Manager, Office of Purchasing
Division of Business Services
Baltimore County Public Schools
1940 Greenspring Drive, Suite G
Timonium, MD 21093

To the Consultant:

26.0 Governing Law and Venue

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

27.0 Waiver of Jury Trial

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

28.0 Confidential Information/Proprietary Rights

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

29.0 Drug, Tobacco, and Alcohol

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

30.0 Conflict of Interest, Lobbying, and Ethics Review Panel

30.1 Conflict of Interest. The Consultant represents and warrants that there exists no actual or potential conflict of interest between the Consultant's performance under this Agreement and the Consultant's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Consultant shall immediately advise the Board thereof.

30.2 In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies which cover conflict of interest, financial disclosure and lobbying. All Consultants are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

30.3 All Consultants should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.

30.4 All Consultants are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

31.0 Non-hiring of Employees by Consultant or BCPS

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

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

32.0 Insurance

- 32.1 In the event the Consultant, as part of the award is responsible for installation and/or product demonstration, the Consultant will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the Consultant and are under their control and direction. The Consultant shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- 32.2 The Consultant shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- 32.3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Consultant may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the Consultant of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Consultant. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- 32.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland
- 33.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- 33.1 Consultant certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.
- 33.2 Where Consultant is unable to certify to any of the statements in this certification, Consultant shall attach an explanation to this contract.
- 34.0 Severability
- 34.1 Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Accepted by:

Signature

Witness

Date

Accepted by:

BOARD OF EDUCATION OF BALTIMORE COUNTY

Joe A. Hairston
Superintendent of Schools
Baltimore County Public Schools

JoAnn C. Murphy
President
Board of Education of Baltimore County

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by a Duly Authorized
Superintendent and President of the Board
of Education of Baltimore County)

OFFICE OF LAW

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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)
GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS**

Adopted by the Baltimore Regional Cooperative Purchasing Committee 12/15/08

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

- 1.1 All bids are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the bidder is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. The Purchasing Agent will provide the affidavit to bidders.
- 1.4 Bids must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. A duly and legally authorized representative of the business entity shall sign all bids in ink (or in the case of electronic solicitation, digitally). All bids shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Bids received after the time or date indicated will not be considered.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing not less than 10 calendar days before the scheduled opening of bids. Discrepancies or exceptions taken do not obligate the Purchasing Agent to change or supplement the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCPC.
- 1.9 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by written addenda posted on the lead agency's web site at

www._____. Addenda to solicitations are sometimes issued within as little as 48 hours prior to bid opening. It is each potential bidder's sole responsibility to frequently visit the web site to obtain all addenda.

2. BID DEPOSIT

- 2.1 A bid deposit may be required when indicated in the solicitation. Failure to submit the bid deposit with the bid, when required, will nullify the bid.
- 2.2 When required in the solicitation, a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond must accompany each bid.
- 2.3 Bid deposits will be returned to each unsuccessful bidder upon the award of the solicitation, and to successful bidders upon its execution of the contracts with each participation jurisdiction and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, failure to execute a contract with each participation jurisdiction, or failure to meet bond requirements within the time frame specified in the solicitation or award notification may result in the bid bond being forfeited as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent shall award all contracts to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on best value for competitive negotiations as determined in the sole discretion of the Purchasing Agent. Each participating jurisdiction will execute its own contract and issue its own purchase order for their contract. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the solicitation.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the bidder(s) specified, all bids submitted shall be irrevocable for 120 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension. No bidder may withdraw its bid during that period.
- 3.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 3.5 Bids shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining an award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.

5. PERFORMANCE AND PAYMENT BONDS

- 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 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when in his/her reasoned and sole judgment, the public or BRCPC's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCPC and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 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.
- 6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCPC.
- 6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the solicitation and/or in each participating jurisdiction's contract.
- 7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.

- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.
- 7.4 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.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.
- 8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a bidder for more than one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.
- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the solicitation.
- 8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION

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.

10. INSURANCE

10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Worker's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Worker's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person 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.

10.2 Refer to the specifications for detailed insurance requirements.

11 DISPUTES

Prior to award, in case of disputes, the decision of the 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.

12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate its contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful bidder. The participating jurisdiction shall pay all reasonable costs incurred by the successful bidder up to the date of termination in connection with that participating jurisdiction's contract only. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC. The BRCPC will be promptly notified in writing of any termination hereunder by the applicable participating jurisdiction.

12.2 Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful bidder is entitled to any reasonable costs incurred by the successful bidder up to

the date of termination. The successful bidder will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

13. PATENT INFRINGEMENT

The successful bidder agrees to indemnify, protect, defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to, attorney's fees), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful bidder's duties or obligations covered by the solicitation or any participating jurisdiction's contract. 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.

14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the bidder's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling respective legislation of each of the participating jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond three (3) times in succession to solicitations without adequate justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

BRCPC 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.

19. GOVERNING LAW

- 19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland 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 State of Maryland.
- 19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.
- 19.3 All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT. *"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

20. NON-WAIVER

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.

21. INTEGRATION

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 participating jurisdiction shall not impact or affect any

other participating jurisdiction's contract or BRCPC.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the bidder be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Bids/proposals will be available for public inspection except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. A bidder's designation of material as confidential will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

**SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS
ENTERPRISE PROCEDURES**

FOR

BALTIMORE COUNTY FUNDED CONTRACTS

Baltimore County Public Schools

Focused on Quality, Committed to Excellence

Effective: April 2, 2001

Revised: November 1, 2005

BALTIMORE COUNTY PUBLIC SCHOOLS

Joe A. Hairston, Superintendent

Towson, Maryland 21204-3711

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

1. Small Business and Certified Minority Business Enterprise Utilization Affidavit – The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.
2. Small Business/Certified Minority Business Enterprise and Potential Award Bidder’s Statement of Intent – This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder’s team.
3. Request for Waiver (if applicable) – This form shall be submitted by the bidder if necessary. See procedures for instructions.
4. Small Business and Certified Minority Business Enterprise Subcontractor Unavailability Certificate – This certificate must be signed by the bidder and accompanied by a list of small and certified minority business enterprise subcontractors or suppliers found to be unavailable.
5. Standard Monthly Contractor’s Requisition for Payment – The potential award bidder shall complete this form with each requisition submitted for payment. **This form shall be completed for construction projects only.**

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Physical Facilities

Melanie Webster

Minority Business Enterprise Officer

Timonium Business Park

1940-G Greenspring Drive

Timonium, MD 21093

Telephone: 410-887-4334

Fax: 410-887-7831

**SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE
PROCEDURES FOR COUNTY FUNDED CONTRACTS**

1.0 Purpose

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

2.0 Effective Date

These procedures have been approved by Baltimore County Public Schools (BCPS), and supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 2, 2001.

3.0 Definitions

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

5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

4.0 Implementing Procedures

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:
 - a. A notarized Small Business Enterprise and Certified Minority Business Utilization Affidavit.
 - b. A properly executed Small Business Enterprise/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent form for each SBE/MBE participating in the contract, that describes:
 - (1) The contract work to be performed, or items furnished by the SBE/MBE
 - (2) The proposed timetable for performance
 - (3) The agreed prices to be paid for the work or supplies; and
 - (4) The percentage of the total value of the contract
 - c. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, the bidder will submit a written request for waiver by completing the Request for Waiver form which shall include the following:
 - (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors and/or suppliers in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made by the bidder to solicit SBE/MBE firms;
 - (3) A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;
 - (4) A record of the name, address, telephone number and dates contacted for each SBE/MBE firm identified in items (2) and (3) above;
 - (5) A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
 - (6) A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the bidder considers not to be acceptable; and,
 - (7) A list of SBE/MBE subcontractors and/or suppliers found to be unavailable . This list shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the bidder.
 - d. In the event a bidder seeks a waiver of the fourteen percent (14%) goal, the bidder shall submit to the MBE Liaison the completed request for waiver on the standard BCPS form with an attachment consisting of the original supporting documentation listed immediately above 4.2.b. (1)-(7).

2. BIDDER'S RESPONSIBILITIES:

- a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.
- b. The bidder shall provide information and documentation as requested by the MBE Liaison.
- c. The bidder shall maintain the following records:
 - (1) All documents necessary to confirm compliance with SBE/MBE utilization.
 - (2) All written records that indicate the identity of the SBE/MBE subcontractors employed on the contract and the type/scope of work performed by the identified SBE/MBE.
 - (3) The actual dollar value of the work and/or services performed by the identified SBE/MBE.
 - (4) All records and documents concerning SBE/MBE participation must be retained by the potential award bidder/award bidder for a period of three (3) years after final completion of the contract.
 - (5) All records and documents will be available for inspection by the MBE Liaison.
- d. In the event the bidder decides to change SBE/MBE participating firms, the bidder shall submit in writing the proposed change to the MBE Liaison for approval. All written submissions must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change.
- e. At the completion of all work under the contract, the award bidder shall prepare a written summary of the final SBE/MBE participation. The final written report shall compare the proposed participation at the time of contract award with the actual participation. The written report shall include the dollar values of the proposed participation and the dollar values of the actual participation for each SBE/MBE. In the event the actual dollar amount varies from the dollar value of the proposed participation by more than one percent (1%) then the award bidder shall provide a written explanation of the difference.
- f. Failure of the potential award bidder/award bidder to provide required SBE/MBE participation may result in termination of this contract.

5.0 Monitoring

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

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

PROJECT NAME: _____

PROJECT LOCATION: _____

A. Name of Bidder: _____

B. Name of SBE/MBE: _____

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

SBE/MBE Phone Number: _____ Fax Number: _____

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

2. Subcontract Amount: \$ _____

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

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

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

(Signature of Subcontractor) (Date)

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

(Signature of Bidder) (Date)

BALTIMORE COUNTY PUBLIC SCHOOLS
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE REQUEST FOR WAIVER

Project Name: _____ Bid No. _____
Total contract amount (with accepted alternates).....\$ _____
14% of total contract value.....\$ _____
SBE/MBE participation in this contract.....\$ _____ (____%)

I do hereby request that an exception be granted to the requirement that a minimum of 14 percent of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

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

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

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

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made to solicit small business enterprise and/or certified minority business enterprise firms;
3. A detailed statement of the efforts to make personal contact with SBE/MBE firms identified for item (2) above;
4. A record of the name, address, telephone number, and dates contacted for each SBE/MBE firm for items (2) and (3) above;
5. A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
6. A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the potential award bidder considers not be acceptable; and,
7. A list of SBE/MBE subcontractors found to be unavailable. This shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the potential award bidder.

Signature Date

Sworn and subscribed before me this _____ day of _____ in the year _____

Notary Public

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

Signature Date

BALTIMORE COUNTY PUBLIC SCHOOLS
 SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR
 UNAVAILABILITY CERTIFICATE

Section I	<p>It is hereby certified that the firm of _____ (Name of SBE/MBE firm)</p> <p>Located at _____ was offered an (Complete Mailing Address)</p> <p>opportunity to bid on the _____ school project in Baltimore County by (Name of School)</p> <p>_____ located at _____. (Name of Bidder) (Complete Mailing Address and Telephone Number)</p>
Section II	<p>The _____ is either unavailable for the work/service, is unable (Name of SBE/MBE Firm)</p> <p>to prepare a bid for this project or did not respond to a request for a price proposal for the following reason(s):</p> <p>_____ (Certifying Agency & Number) _____ (Signature)</p> <p>_____ (Telephone Number) _____ (Title and Date)</p>
Section III	<p>To be completed by the potential award bidder if Section II of this form is not completed by the small Business or certified minority business enterprise.</p> <p>To the best of my knowledge, information and belief said Small or Minority Business Enterprise is either Unavailable for the work/service for this contract, is unable to prepare a bid, or did not respond to a request For a price proposal and has not completed the above portion of this submittal.</p> <p style="text-align: right;">_____ (Signature)</p> <p style="text-align: right;">_____ (Title and Date)</p>

