



**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY
PURCHASING OFFICE
REQUEST FOR BIDS – MULTI-STEP PROCESS
SOLICITATION REFERENCE NO. 11CM-221
TITLE: OFFICE SUPPLIES**

ISSUE DATE: June 8, 2011

The Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools ("AACPS") is soliciting multi-step competitive sealed bids for all necessary labor, supervision, materials, and equipment and skill required to provide office supplies. Contract shall be performed in accordance with the attached terms, specifications and general conditions attached hereto. Completed responses shall be received by the AACPS by no later than the time and date specified. Bid Due Date is June 30, 2011, at 11:00 A.M. Responses shall be mailed or delivered to:

**ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE
2644 RIVA ROAD
ANNAPOLIS, MARYLAND 21401**

If further information is required, contact the AACPS, Purchasing Office, William T. Hubbard, CPPB, Lead Buyer at 410-222-5165. It is the responsibility of bidders to check for addenda on our web page (www.aacps.org) prior to the bid opening. A Pre Bid conference shall be held on June 20, 2011 at 10:00 AM, at the Board of Education of Anne Arundel County, 2644 Riva Road, Annapolis, Maryland in the Purchasing Office Bid Room.

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFB.

NAME OF RESPONDENT Office Depot, Inc.

ADDRESS 6304 Woodside Court, Columbia, MD 21046

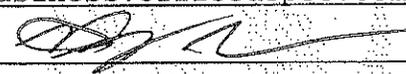
PHONE # 410-381-1493 FAX # 410-381-2214 E-Mail susan.hare@officedepot.com

FED TAX I.D. #. OR SOCIAL SECURITY # 59-2663954

MDOT MBE CERTIFICATION NO. N/A INVOICE PAYMENT TERMS NET 30

SBE REGISTRATION NO. N/A DATE BID SUBMITTED 7/12/11

WEB ADDRESS: https://business.officedepot.com

SIGNATURE OF RESPONDENT 

PRINTED/TYPED NAME & TITLE Brad Shaw, Region Vice President

ACCEPTED--AACPS SUPERVISOR OF PURCHASING:

 1/4/12

REQUEST FOR BIDS - TITLE PAGE - NOT AN ORDER

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- (1) **"Bid"**: An offer to perform a contract for work and labor or supplying materials or goods at a specified price.
- (2) **"Contractor"**: One who contracts to do work for another. The term is strictly applicable to any person who enters into a contract, but is commonly reserved to designate one who, for a fixed price, undertakes to procure the performance of works or services, or the furnishing of goods, whether for the public or a company or individual.
- (3) **"Equivalent Item"**: An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.
- (4) **"Equivalent"**: Equal in value, force, measure, volume, power, and effect or having equal or corresponding import, meaning or significance.
- (5) **"FOB" "Destination"**: The term "F.O.B." is an abbreviation for "free on board" and means that seller will deliver subject matter contracted for, on certain conveyance, without expense to buyer. The seller assumes all responsibilities and costs up to the point of delivery, including insurance, transportation, etc.
- (6) **"FOB Origin"**: Title of goods transfer when they leave the supplier's dock.
- (7) **"FOB Varieties"**:

Shipping Point Freight Collect – Buyer pays/bears freight charges/owns goods in transit, files any claims.

Shipping Point Freight Prepaid (and Allowed) – Seller pays/bears freight charges; Buyer owns goods in transit and files any claims.

Destination Freight Collect – Buyer pays/bears freight charges; Seller owns goods in transit and files any claims.

Destination Freight Prepaid – Seller pays/bears freight charges/owns goods in transit and files any claims.

Destination Freight Prepaid and Allowed- Buyer pays freight charges, Seller bears freight, owns goods in transit, and files any claims.

- (8) **"Most favorable"**: That bid received from a responsible bidder that is the lowest bid price or lowest evaluated bid price or the bid or evaluated bid that yields the greatest revenue for the AACPS under a revenue-producing procurement contract subject to this title.
- (9) **"Request for Bids"**: Invitation for bids.
- (10) **"Responsible"**: A person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that shall assure good faith performance.

DEFINITIONS (Con't)

- (11) **"Responsible Bidder"**: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.
- (12) **"Responsive Bid"**: A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.
- (13) **"Services"**: The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.
- (14) **"Supplies"**: All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.
- (15) **"Vendor"**: A person who desires to enter into a contract with the AACPS for goods or services.

INSTRUCTIONS TO RESPONDENTS

1. GENERAL

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

2. NO OBLIGATION

This inquiry implies no obligation on the part of AACPS.

3. RESPONDENT'S AGENT

This Bid must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officers. To be signed by any other official, a Power of Attorney must be attached to the bid. If respondent is a corporation, then it must be registered in accord with the Corporation and Association Article of the Annotated Code of Maryland.

Your signature on the Title page of this Bid form hereby provides the AACPS your acknowledgment and acceptance of these "Conditions" and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that unless otherwise indicated, when the title page (1st page) of this RFB is executed by an authorized officer of the AACPS, these specifications, terms and general conditions shall become a legally binding Contract between the successful bidder and the AACPS.

4. BILLING

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

5. RESPONSE INSTRUCTIONS

If the solicitation document is *mailed* to you, a "SEALED BID" address label is provided herein, which will be used by the bidder for submitting its response to this Request For Bid. If the solicitation is obtained electronically from our website, the bidder is responsible for properly labeling their bid envelope with their name, address, bid number and due date. AACPS shall not be held responsible for a bid, which may be inadvertently opened prior to the specified opening date, unless it is submitted with proper labeling.

6. COOPERATIVE PURCHASING CLAUSE

Anne Arundel County Public Schools reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

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

7. REJECTION/CANCELLATION OF RFB

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

8. PRICE GUARANTEE

The respondent warrants that the Bid price response, if made, shall be effective for a period of not less than one hundred and twenty (120) days from the date bids are due. NOTE: If successful, prices shall remain firm over the duration of the contract.

9. CODE OF ETHICS

This solicitation shall be governed by the Ethics and Vendor Relations policies and regulations of the Board of Education of Anne Arundel County, including Policy Code 200.05, 200.06, DEC, and Administrative Regulation DEC-RA.

10. NON HIRING OF EMPLOYEES

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

11. NONDISCRIMINATION IN EMPLOYMENT

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment.

12. EXCEPTIONS

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

Failure to comply with this paragraph shall indicate full acceptance of the terms and conditions as stated, and/or result in the rejection of your response as non-responsive.

13. DISPUTES

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

14. SUBMITTALS

The submittals for this solicitation include the original, unaltered solicitation document including any addendums issued by AACPS, financial statement, Qualifications/Experience Questionnaire, Bid Work Sheet, and any other additional documents requested herein must be completed and returned with each bid/proposal. Acceptable documents for compliance with the Financial Statement mandatory requirement include, respondent's:

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

15. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policy Code DEC.

16. REGISTRATION

Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

17. AWARD FORMAT - ITEM/LOT

Award of this RFB may be made by lot at the sole option of the AACPS and shall be made to the bidder offering the lowest favorable bid price.

18. TAXES

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

19. BEST CUSTOMER

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

20. TOBACCO PRODUCTS

The use of Tobacco products is not permitted on school property. Referencing AACPS Board Policy Code 800.30 and Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education of Anne Arundel County. Failure to comply with this clause is considered a material breach of contract that may result in termination.

21. POLICY

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

22. SEVERABILITY

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

23. WAIVER

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

24. IRREGULARITIES

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

25. SUBCONTRACTORS

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

26. SEX OFFENDER NOTIFICATION

Maryland law requires certain sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender register, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for AACPS, we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on AACPS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters 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 registered sex offender. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's

direct employees and subcontractors and/or independent contractors it used to perform the work. Violations of this provision may cause AACPS to take action against the contractor up to and including termination of the contract.

To assist you in identifying Registered Sex Offenders, the Purchasing Office has the list of Registered Sex Offenders, which you are welcome to view. The AACPS Office of School Security maintains this list and distributes updates to us as new offenders are identified.

27. ACCESS TO PUBLIC RECORDS ACT

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

28. ANTI-BRIBERY

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

29. BID SUBMISSIONS

Respondents are hereby instructed to submit their Technical and Price Bids under separate covers. The award of the contract as solicited by this RFB shall be made by use of the Multi-Step Bid process set forth herein. Prices shall be quoted on the Bid Worksheets attached hereto.

Responses shall not be opened publicly and no information regarding the outcome of the opening shall be made available to the public until the above-mentioned Board authorities have reviewed and approved the award of the contract. In addition, the identity of others receiving copies of this RFB shall not be disclosed until contract award.

30. SITE INSPECTION

If applicable, bidders are responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by bidder to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the bidder shall report such to the Supervisor of Purchasing.

A site inspection is strongly recommended. Inspections may be arranged by **calling** each school, Monday through Friday between 8 AM and 3 PM, except AACPS recognized holidays to make an appointment and identify the employee(s) that will be visiting the site. When Contractor's employee(s) arrive on site, they will be required to produce a copy of the bid advertisement or bidding documents along with their photo identification. Where scanning equipment is located, their identification will be scanned to ensure compliance with paragraph 26 Sex Offender Notification of this section. If the Contractor's representative cannot produce this required documentation, or the scan identifies the employee(s) as a registered offender, the school reserves the unilateral right to not allow Contractor's employee(s) on site for any reason. This will not constitute grounds for an extension of the bid due date.

31. BIDDING

No bidder will 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. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on an item, all prices for that item will be rejected at the discretion of the Buyer.

32. MODIFICATIONS AND AMENDMENTS

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

33. GIFTS

In accordance with Board Policy Code 200.06, contractors/vendors are hereby notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/offeror is no longer a responsible bidder or vendor. The subject Code further states that Board officials and employees shall not "solicit any gift, or accept any gift or series of gifts exceeding \$25 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict or interest as determined by the Ethics Panel. For purposes of this section, gift includes the transfer of any service or thing of economic value regardless of form without adequate and lawful consideration.

34. PRE-BID CONFERENCE

A Pre-Bid Conference will be held at 10:00 A.M. on Thursday, June 20, 2011 in the Bid Room located at 2644 Riva Road, Annapolis, MD 21401. Attendance is strongly recommended. AACPS shall not be responsible for communicating to Respondents any information, which may be discussed during the conference. However, in the event that AACPS does elect to make changes to the specifications, all interested parties of record shall receive an amendment by mail specifying said changes.

35. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

36. eMarylandMarketplace REGISTRATION

Contractors are required to register with www.eMarylandMarketplace.com within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMarylandMarketplace. This cannot be done without the contractor's self registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMarylandMarketplace regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

37. Late Bids

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

38. **Time is of the essence.**

Check-off list for mandatory requirements in your response, provided for your convenience:

Failure to provide mandatory requirements may be cause for rejection of your bid.

TECHNICAL OFFER

Six (6) copies and one (1) original of the Technical Offer which includes:

- Response to Technical Offer Section
- Complete RFB document including signature on Title Page and completed Experience Questionnaire

PRICE BID

One (1) copy of the Price Bid, which includes:

- Price Bid Work Sheet; (Copy)
- Price Bid Work Sheets; On Disk or Flip Drive using Excel Spreadsheet
- Financial Statement

NOTE: The Technical Offer and Price Bid shall be under separate cover and appropriately marked as follows:

Company Name
Solicitation Reference No.
Due Date:
This Package contains a competitive sealed Technical Offer.

OR

This Package contains a competitive sealed Price Bid

QUALIFICATIONS/EXPERIENCE QUESTIONNAIRE

Submitted to: Anne Arundel County Public Schools (AACPS), Purchasing Office

By: Office Depot, Inc.

Information furnished in response to this Qualifications/Experience Questionnaire Section and any verification made by AACPS shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by AACPS, the right is hereby reserved to determine the respondent as not responsible which shall cause the rejection of respondent's bid/proposal. Note: AACPS reserves the right to evaluate the respondent regarding their responsibility and responsiveness including, but is not limited to, other references not listed herein but known to AACPS, and Dun & Bradstreet Reporting documents.

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

24+ Years of relevant experience

References shall include: Name of Company, Firm or Government Agency, Contact Person and Telephone Number

A. Anne Arundel County Government

William Schull, CPM, CPPB
410-222-7672

B. Virginia Beach City Public Schools

Kevin Beardsley, CPPB
757-427-4574

C. Johns Hopkins Health Systems

Betty Gibula, CMRP
443-997-5633

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

Home Office (Corporate Headquarters):

6600 N. Military Trail, Boca Raton, Florida 33496

Local Office/Billing Office:

6304 Woodside Court, Columbia, MD 21046

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

A. Full time basis? 22,000

B. Part time basis? 19,000

1. Provide sufficient evidence to prove your financial solvency. Evidence may include a financial report audited by an independent accounting firm, a qualifying Dun & Bradstreet Rating, letter from your primary financial institution or other appropriate independently derived document(s). AACPS reserves the right to

request additional information to determine your organization's financial solvency if the information provided is insufficient.

We have provided Office Depot financials and a D&B report in our Price Bid.

- 5. Has your organization performed any contract for any Department, AACPS, Administration, Agency, or organization of the State of Maryland or Anne Arundel County Government over the last five (5) years? (Please list names, addresses, dates and the employee responsible for accepting the work.

Office Depot has done business with Anne Arundel County Government for nearly 15 years. Specific contacts are listed on following page.

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

No.

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

No.

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

No.

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

Dated this 11th day of July, 2011.

Name of Organization: Office Depot, Inc.

By: 

Brad Shaw
(Print Name of Individual Signing Form)

Title: Region Vice President

Tax ID No. 56-2663954

State of Maryland, Department of Assessments and Taxation License No. F03136355

State of Maryland, Department of Transportation, Minority Business Certification No. N/A

State of Maryland, Department of General Services, Small Business Registration No. N/A

Office DEPOT

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

Response: Office Depot has done business with Anne Arundel County Government for nearly 15 years.

William Schull, C.P.M., CPPB Purchasing Agent
Anne Arundel County Government
Phone: 410-222-7672
Fax: 410-222-7624
phschull@aacounty.org

Diana Cox
PHCOX001@aacounty.org

Jennifer Peterson-Helmecki
410-222-7661
PHPETE25@aacounty.org

TECHNICAL OFFER SECTION

Respondents shall submit six (6) copies and one (1) original of their Technical Offer. When submitting a Technical Offer, the following minimum information must be provided for proper evaluation by the selection committee. Please note that your offer, if considered responsive, will be rated against other responsive submissions and the evaluation criteria described under Clause 7, Page 20. Your Technical Offer should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response. **Respondents not providing the following information shall be considered non-responsive.**

The Technical Offer shall be clear and concise. Proposals shall be organized with tabs for ease of use and in sequence/format coinciding with the information requested below. For example: Tab 1) Transmittal Letter with a brief introduction to the firm and their commitment to the project including the full solicitation document with a signed title page; Tab 2) Proposed Approach to fulfill the project; Tab 3) Experience of the Firm; and so on and so forth.

1. Respondent shall document in their Technical Offer the proposed approach to their ability to deliver office supplies for Anne Arundel County Public Schools as well as the other participating entities specifically named in this solicitation. Document the firm's inventory capabilities i.e.:
 - A. Number of warehouse employees, and current inventory capabilities and stock normally on hand.
 - B. Detail next working day delivery capabilities relative to numbers of delivery personnel and delivery equipment. Deliveries shall be "inside" to a single destination per location. Include samples of quarterly business reports prepared for other clients.
 - C. Document services provided by your firm to clients that other vendors do not offer.
 - D. Relative to a current contract similar in scope and size to this solicitation, provide a backorder report for the period of January 1, 2010, through December 31, 2010.
 - E. Describe automation used to manage inventory and pick orders.
 - F. What distribution facilities will be used to fulfill the needs of the agencies participating in this contract?
 - G. Describe all subcontracting which will be required in handling the needs of this contract.
 - H. Detail the products which would be provided through Small/Minority Firms and who those firms are certified through. Are there other such programs that your firm can offer under any subsequent contract?

2. Respondent shall document the experience of the firm including your detailed background and specific accomplishments in this area. This shall include specific reference to at least five locations for which these products and services have been provided in the last two years. Detail best practices that are applied to specific accounts, how they are beneficial to those accounts, and may be beneficial to ours.

3. Detailed background of personnel to be assigned to any resultant contract. This will include customer service personnel, sales representatives, and accounts receivable persons that will be involved with the participating agencies of this contract. Document where your customer service offices are located and the number of employees there that will handle the needs of the participating entities contained in this solicitation and resultant contract. Will you use a dedicated customer service location for our accounts?

Multi-Step Competitive Sealed Bid Process

1. Respondents shall submit all mandatory requirements as set forth in the RFB and as listed on Page 11; Check-off List.
2. [STEP ONE] Respondents shall submit six (6) copies and one (1) original of their Technical Offer, including all attachments on or before the date and time specified on the title page. Any and all bids received after the date and time specified shall be considered late and rejected on that basis.
3. The Supervisor of Purchasing shall initially review each submission for responsiveness. Bids of offerors determined to be not responsive or offerors determined to be not responsible shall be rejected on that basis.
4. A selection committee appointed by the Department Head shall evaluate all Technical Offers, which the Supervisor of Purchasing determines are responsive and responsible, in accordance with the evaluation criteria specifically set forth in this RFB. Technical Offers shall be evaluated and determined by the Committee to be "acceptable" or "unacceptable."
5. [STEP TWO] All offerors who's Technical Offers have been determined by the Committee as "acceptable" shall be invited to submit a sealed price bid. (In the interest of time, AACPS may ask for the price bid at the same time as the Technical Offer. Only acceptable Offers will be opened and evaluated for award.)
6. Award shall be made on the basis of the lowest favorable bid price.
7. All unsuccessful respondents in step one and two of the process will be timely notified.

SPECIFICATIONS

1. SCOPE

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

BACKGROUND

AACPS is serving as the Lead Agency for a multi jurisdictional bid to provide office supplies and related products as described herein. Participating entities shall minimally include Anne Arundel County Public Schools, The Howard County Public School System, Charles County Public Schools, and Saint Mary's County Public Schools. Agencies that are part of BRPC or the Council of Governments (COG) will also have the opportunity to utilize this contract. BRPC Terms and Conditions are found on Attachment A.

2.0 CONTRACTOR'S RESPONSIBILITY

2.1 General

Contractor shall provide office supplies as requested, when requested to include next working day inside delivery to each requesting location of the agencies noted herein and those that may be added later. Specifics of each agency are as follows:

- A. Anne Arundel County Public Schools estimated spend for office supplies, \$2,000,000 annually. Number of locations – 130.
- B. The Howard County Public School System estimated spend for office supplies \$1,200,000 annually. Number of locations – 78.
- C. Charles County Public Schools estimated spend for office supplies \$650,000 annually. Number of locations – 42.
- D. Saint Mary's County Public Schools estimated spend for office supplies \$332,000 annually. Number of locations – 29.

Estimated total \$4,182,000.00.

2.2 Fort George G. Meade (Anne Arundel County Public Schools only)

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

1. Manor View Elementary School 2900 29 th Division Road Fort George G. Meade, MD 20755	2. Pershing Hill Elementary School 7600 29th Division Road Fort George G. Meade, MD 20755
3. West Meade Elementary School 7722 Ray Street Fort George G. Meade, MD 20755	4. MacArthur Middle School 3500 Rockenbach Road Fort George G. Meade, MD 20755

Contractors who work on Fort Meade or who would require access to facilities during emergency conditions or periods of restricted access are required to register your vehicle(s). To register call the **Visitor Control Center at 301-677-1063**. All vehicles must be registered to gain entry onto Fort Meade. To register you must show: an ID showing government affiliation; a valid driver's license and valid registration as well as proof of insurance. If the vehicle is not owned by the registrant, the owner must authorize the registration with either a power of attorney or a notarized letter. These services will be available from 7:30 A.M. to 3:30 P.M., Monday through Friday at the Visitor's Center. The Provost Marshal encourages registration during OFF-PEAK (non-rush hour) times. Decals issued by other military installations ARE honored on Fort Meade.

Vehicle Registration is located in the Visitor Control Center, adjacent to the Reece Road and Route 175 Entrance. Entry for deliveries to Schools on Fort George G. Meade must be made through the entrance at Route 32 and Mapes Road.

Security measures may change and as they do, contractors are solely responsible for any expense and to keep updated on all new procedures by visiting Fort Meade's website at <http://www.ftmeade.army.mil> and/or by calling the Visitor Control Center at **301-677-1063**, and for compliance therewith.

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

2.3 CONFIDENTIALITY

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

2.4 DELIVERIES

All orders placed by participating agencies before 3:00PM, shall be received by that agency on the next business day. As measured on a quarterly basis, the next day fill rate shall be no less than 97%. Quarterly status reports for delivery turnaround time will be provided by the Contractor to all participants of this contract. Reports will be due on the 15th day of the following month for each quarter. All deliveries shall be FOB Destination Freight Included and made to a single, inside location at each site.

2.5 RETURN OF PRODUCTS

Contractor shall upon notification by agency personnel, pick up from a location any products incorrectly sent, damaged or otherwise needing to be returned. Returns shall be picked up within (2) business days of notification at no charge to participating entities, with a full credit for the purchase promptly made.

2.6 PRICE ADJUSTMENTS: In accordance with the contract terms and conditions, price adjustments, where applicable, will be entertained annually at the end of each year for the following year and each year thereafter. It is recommended that this process begin (60) days prior to any requested price increase that is expected to be implemented. Any increases must be approved in writing by Anne Arundel County Public Schools before they can be implemented by contractor.

- A. All pricing requested and provided on the Bid Worksheet 1 Core List Pricing shall be firm for a period of one year from the date of award of the contract. At the beginning of the second year of the contract and each year thereafter, AACPS will entertain a request for price increases/decreases upon receipt of written documentation from the contractor that the pricing from their source has increased and providing all documentation for manufacturer decreases are also submitted and represent an overall increase in cost(s). Said adjustments shall not increase more than three (3) % annually.
- B. Original discounts offered on Bid Worksheet 3 & 4 (Non-Core Items and Program Growth respectively) shall not change throughout the life of the contract.
- C. If annual reporting reflects changes in the total volume causing the previous year's total volume to meet or exceed a threshold identified on Bid Worksheet 4 Program Growth, then the new percentage discount shall be applied to all affected orders under the contract for the next annual period and until the next annual review is complete and approved by AACPS.
- D. Website pricing shall be changed by the Contractor as approved by AACPS through the process described above. Notice of pending changes shall be given to AACPS in writing at no less than two weeks before prices are changed.

2.7 SALES REPRESENTATIVES

Contractor shall assign sales representatives that are professional, courteous and dedicated to the agency accounts stated herein. Any representative failing in this regard in the sole opinion of AACPS, shall be replaced in an expedient manner. Likewise, any changes made as far as sales representatives shall be discussed with AACPS (60) days prior to any personnel change, except when such change is the result of employment termination or promotion. AACPS will not unreasonably request or deny these changes.

2.8 AUDITS

This contract is subject to audit by AACPS, or a third party of their choice. Contractor shall cooperate fully with the audit including but not limited to the timely provision of requested documents or electronic data in a form or format reasonably requested by AACPS.

2.9 MINORITY/SMALL BUSINESS PARTICIPATION

Please indicate on Bid Worksheet 1 any products being provided by Small and/or Minority Business Enterprises. Monetary value of these products will be reported to AACPS and other participating entities on a semi-annual basis. A goal of 15 percent has been established for this procurement, and is being sought through products ordered. However, other creative opportunities for MSBE subcontracting are encouraged. Contractor shall maintain the core list ratio of MBE/SBE products at a minimum of 15%.

2.10 CATALOGS: Contractor shall maintain both printed and electronic catalogs that clearly specify contract pricing. The electronic catalog is expected to be in the form of a password protected website showing contract pricing only. Under no circumstances shall contractor introduce other cooperative contract pricing or catalogs to this site without the expressed written approval of AACPS.

2.11 ORDER PLACEMENT: Orders shall be placed through a variety of methods including but not limited to procurement card, purchase orders and, retail if available by cash or school check. **MINIMUM ORDER MUST BE \$25.00 PER TRANSACTION**, in order to qualify for free shipping. Orders that are less than \$25.00, shipping shall apply per bid worksheet. Orders that are split for partial delivery that fall under the minimum order value are not eligible to charge shipping. Shipping charged on orders placed that are under \$25.00 shall be a fixed, flat fee identified on the Bid Worksheet.

2.12 REPORTING: Contractor shall provide quarterly reporting minimally showing the names of entities participating under this agreement and the value of their participation. This information will be used to determine the appropriate discount structure provided in the Bid Worksheet and especially how it is affected by program growth under Bid Worksheet 4. Other reports include the next day fill rate report described in Clause 2.4 Deliveries, and price adjustments to core items described in Clause 2.6.A. Price Adjustments. Other reasonable reporting requirements designed to monitor Program shall be provided upon request.

3. AACPS RESPONSIBILITIES:

3.1 Access to the Premises

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

3.2 Inspection of Services and Testing of Supplies and Services

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

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

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

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

- (2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.
- (3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

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

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

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

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

4. QUANTITIES:

AACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

5. DURATION OF CONTRACT

The Contract shall remain in force and effect for a period not to exceed five (5) years from the date of award anticipated to be August 1, 2011. Upon completion of this initial term, AACPS reserves the right to rebid or, at its sole option, to extend this Contract for three (3), additional one year periods.

6. SURETY RESERVED

7. EVALUATION CRITERIA

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

Technical Criteria shall be weighted at 100% of the total score. Respondents shall receive a minimum score of 750 points to be considered during the second phase of this solicitation. The second phase as described in the Multi-Step Competitive Sealed Bid Process, shall be award to the responsive and responsible bidder offering the lowest evaluated bid.

CRITERIA	WEIGHT	SCORE	EXTENSION
1. Experience of the firm including references. Respondent shall document the experience for the delivery of office supplies and related services.			
2. Experience of personnel who will be assigned to the various accounts named in this solicitation including delivery personnel, customer service personnel and locations.			
3. Proposed approach to delivering quality services in product, logistics and customer service.			
TOTAL	100		

Price Criteria shall be evaluated by the Purchasing Office after the selection committee has made the technical evaluation. Award is on the basis of price considering only those firms that make the short list of qualified respondents. AACPS may request additional information about or clarification of Technical Offers.

AACPS hereby reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores. If short listing occurs, best and final offers shall be solicited from not less than three of the highest evaluated scores, unless there are less respondents.

AACPS hereby reserves the right to negotiate or modify any element of the Technical Offer to ensure that the best possible arrangements for achieving the stated purpose are obtained.

MANDATORY TERMS AND CONDITIONS

1. LEGAL COMPLIANCE

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

If applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employee's of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

2. EPA COMPLIANCE

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

3. MINORITY AND SMALL BUSINESS ENTERPRISES

Minority and Small Business Enterprises are encouraged to respond to this solicitation notice. It is the goal of AACPS that Maryland Department of Transportation certified Minority Business Enterprises and Maryland Department of General Services registered Small Businesses participate in a minimum of fifteen (15) percent of the total dollar value of the Department's construction, supply and service procurements. For additional information please contact AACPS's Minority and Small Business Enterprise Office, Esther Avery at 410-222-5130. The Maryland Department of Transportation web site (www.mdot.state.md.us) is available to help locate Maryland Department of Transportation certified Minority Business Enterprises. The Maryland Department of General Services website www.smallbusinessreserve.maryland.gov is available to help locate registered Small Business Enterprises.

Certified **MBE subcontract participation** goal of **15 percent** of the contract has been established for this procurement. The Bidder or Offeror agrees that unless a formal waiver is requested and is granted that not less than this amount of the contract shall be performed by an MBE. Reference Clause 2.9 found on page 17 for details.

4. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AACPS, including the Supervisor of Purchasing or the Supervisor of Purchasing's designee, at all reasonable time.

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

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

6. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

7. TERMINATION

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

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

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

8. ASSIGNMENT

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

9. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, successful respondent shall invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally quoted on the Bid Work Sheet, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the Contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

10. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOL SYSTEM

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

11. AGENT CERTIFICATION

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

12. INSURANCE REQUIREMENTS

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

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.** On all Commercial General Liability Insurance policies the **Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all of its agents and employees** shall

be named as an additional insured, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Automobile Liability Insurance

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

Workers' Compensation Insurance

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

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

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

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

Waiver of Subrogation

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

13. INTELLECTUAL PROPERTY

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

14. AACPS's INCIDENTAL AND CONSEQUENTIAL DAMAGES

In accordance with the Uniform Commercial Code, section 2-715(2), which describes recoverable consequential damages, this contract covers incidental and consequential damages resulting from contractor's breach as follows:

- a) any loss resulting from general or particular requirements and needs of which the contractor at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and
- b) injury to person or property proximately resulting from any breach of warranty.

15. IDENTIFICATION OF ASBESTOS CONTAINING MATERIAL

The U.S Environmental Protection Agency (EPA) requires the contractor to identify asbestos-containing material under the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §§ 2641-2656, and EPA's implementation codified at 40 C.F.R. Part 763, Subpart E.

Contractor/Supplier shall supply documentation that the material(s) contain no asbestos containing materials. The documentation shall be provided for the bulk samples, which shall be analyzed in accordance with AHERA regulations.

Contractor/Supplier shall utilize an independent laboratory for analytical purposes. The laboratory shall have received EPA accreditation for PLM/DS bulk sampling analysis, NVLAP accreditation and the bulk analyst shall have passed the McCrone Institute Bulk Analysis Course. Contractor/Supplier shall also provide an overview of the laboratories site, structure, controls, references and copy of their current NVLAP certificate.

Materials ordered that are produced in lots shall have the required EPA documentation for each lot produced. The sampling analysis for each lot shall be submitted at time of delivery to AACPS, if analysis is not provided AACPS shall not accept delivery of materials. Contractor/Supplier shall submit the attached Verification of no (ACBM) in products-construction materials form.

The Anne Arundel County Public School System does not discriminate on the basis of sex, race, creed, national origin, age, handicapping condition or socioeconomic status in matters affecting employment or in providing access to programs. Questions should be directed to Mr. Leslie N. Stanton, Specialist in Human Relations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401; telephone (410) 222-5318; TDD (410) 222-5500.

BID WORK SHEET #11CM-221

Price Proposal Compiled By: Brad Shaw, Region Vice President
 Name of Firm: Office Depot, Inc.

AUTHORIZED SIGNATURE & DATE

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

NOTE: Amendments to solicitations often occur prior to bid opening and sometimes within as little as 24 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit this section of our site to obtain amendments once they have been posted. Completion of this Bid Work Sheet indicated that you have read this section and visited the website, www.aacps.org for amendments that may affect your bid.

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

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

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

ALSO NOTE: The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein.

Estimated total annual sales for this contract are estimated at \$4,182,000.00.

AACPS may request samples of any proposed product to determine quality of that product. Samples shall be delivered free of charge, next day delivery.

The Bid Worksheets 1-4 shall be submitted with the bid package and on a disk or flip drive in Excel Format. AACPS reserves the right to make an evaluation considering all cost factors, when determining the lowest, responsive bidder.

Summary of Bid Worksheets
 Fixed, Flat Pricing for Deliveries under \$25.00
 #1 Core Products Pricing
 #2 Private Label Brand Analyses
 #3 Catalog Discount Percentages
 #4 Program Growth Discount Percentages

Fixed, Flat Delivery Fee for orders under \$25.00, which are estimated at 600 per year \$ 0.00

Confidential and Proprietary

BID WORKSHEET 1 CORE LIST PRICING: Reference Clause 2.9 Minority/Small Business Participation for relevant information needed to complete this section. Note that we have already selected products that satisfy this requirement. Substitutions, however, could cause this to change. Contractor shall maintain 15% of the core list "by manufacturer" using certified minority manufacturers. **REVISED 6/29/2011**

Product Number	Product Description	MFR	Proposed Product MFR/Stock #	UNIT	QTY	Unit Cost	Total	Small or Minority Business? Yes or No
12132	PENCIL,#2,UNSHARPENED	FABERC		DZ	14575	\$0.29	\$4,226.75	NO
76010-12	BOOK,CMP,WIDE,100CT,BK	TOPS		EA	15674	\$0.70	\$10,971.80	NO
63797	NOTEBOOK,COMP,80SHEET WD	TOPS		EA	10631	\$1.03	\$10,949.93	NO
F7TA1611	CLIPBOARD,SEE THRU DB.PNL	BMGTN		EA	3846	\$0.67	\$2,576.82	YES
GSM11-BK	PEN,BALL,BK,M,BIC,ROUND	BIC		DZ	2342	\$0.88	\$2,060.96	NO
14112	WOOD SCH RULER 12"	HELIX		EA	2379	\$0.15	\$356.85	NO
63798	NOTEBOOK,COMP,80 COLLEG	TOPS		EA	2904	\$1.24	\$3,600.96	NO
H176701	STAPLER,FULL,BK,STRIP	SWING		EA	1749	\$6.29	\$11,001.21	NO
12235	PENCIL,#2,PRE-SHARPENED	FABERC		DZ	3147	\$0.72	\$2,265.84	NO
F1150L	FOLDER,LTR,MLA,STR,100BX	SMEAD		BX	1393	\$7.14	\$9,946.02	YES
H135107	STD STAPLES-3PK	SWING		PK	1222	\$0.80	\$977.60	NO
H314100	SCISSORS,8"STRT,BK,ECON	ACME		EA	1214	\$8.51	\$10,331.14	NO
F162702	FOLDER,LTR,MLA,1/3,100BX	ESSELT		BX	1398	\$4.44	\$6,207.12	YES
520008	CRAYON,CRAYOLA,8CT	CRAYOL	52-0008	BX	2166	\$0.47	\$1,018.02	NO
H472210	OMX #1 PAP CLIPS SMOOTH 10PK	UNITED		PK	1090	\$0.85	\$926.50	YES
13818	PNCL,SHRPND,YW,TC#2 18PK	DIXON		PK	1950	\$1.58	\$3,081.00	NO
H472525	OMX JUM SMOOTH PAP CLP 10	ACCO		PK	1035	\$3.01	\$3,115.35	YES
76038-12	COMP,QD,BOOK,80CT	NORCOM		EA	1030	\$0.73	\$751.90	NO
H115931	REMOVER,STAPLE STD,BK	ELDON		EA	836	\$0.44	\$367.84	NO
88000	BINDER,VIEW,.5",ROUND,WE	STRIDE	87000	EA	805	\$1.21	\$974.05	YES
OM99365	PEN,STICK,BK	FLYING		DZ	801	\$0.80	\$640.80	NO
A8C40BK	DSPNSR,TAPE,BK,2.75X7	3M		EA	731	\$1.35	\$986.85	NO
P315106	PPR,FILLER,WIDE RULE	MEADS		PK	730	\$0.60	\$438.00	NO
80556	MARKER,EXPO2,DRYERASEORG	SANFRD	80556	KT	1164	\$4.96	\$5,773.44	NO
587708	MARKER,CLSIC,BRD,8/ST	CRAYOL	58-7708	PK	946	\$1.77	\$1,674.42	NO
MPC-PBU-RUB-BLUE	MOUSE,PAD,BLUE *	FELLO	MPC-PBU-	EA	697	\$0.59	\$411.23	NO
523016	MARKER,OVERHD,FINE,4/ST	SANFRD	16074	ST	812	\$2.59	\$2,103.08	NO
949362	CRAYON,CRAYOLA,16/PK,AST *	CRAYOL	52-0016	BX	904	\$0.88	\$795.52	NO
76041-12	ERASER,WHITE BOARD	SANFRD	81505	EA	609	\$1.32	\$803.88	NO
IS-040	BOOK,COMP,PRIM,100CT,BK *	NORCOM		EA	1069	\$0.76	\$812.44	NO
20395	PENCIL,WOOD,#2,YW *	FABERC	20395	DZ	895	\$0.45	\$402.75	NO
396241	BINDER,VIEW,2",ROUND,WE *	STRIDE	87030	EA	564	\$1.95	\$1,099.80	YES
434415	BRD,DSPLY,D-PL,WE,36X48 *	HUNT		EA	561	\$1.62	\$908.82	NO
GSF11-BK	MK,SHARPIE,CHISEL,8ST	SANFRD		ST	494	\$0.78	\$385.32	NO
BICMS11BK	PEN,BALL,BK,F,BIC,ROUND *	BIC		DZ	490	\$0.64	\$313.60	NO
P3559	PAD,FLIPCHART,WE,2/CT	3M	559-PK2	CT	484	\$24.93	\$12,066.12	NO
987156	EASEL,STCKSLF,PAD25X30PK *	3M	559-PK2	PK	469	\$24.93	\$11,692.17	NO

684012	CLIP,BINDER,MED,12/BX	ACCO		PK	639	\$0.32	\$204.48	NO
53336	PENCIL,COLOR,12 CLR/ST	CRAYOL		ST	858	\$1.31	\$1,123.98	NO
OM99052	PPR,CNST,AST,9X12 96SHTS	MEAD S		EA	642	\$0.72	\$462.24	NO
158107	MESSAGE BOOK 11'X 51/4" PK OF 2 **	CARDIN		PK	407	\$2.24	\$911.68	NO
754497	2010RY,DAILY,DSK CAL RFL *	MEADWE	E7175012	EA	405	\$0.97	\$392.85	NO
GSM11-BE	CLEANER,WHITEBOARD,8OZ	SANFRD		EA	572	\$1.63	\$932.36	NO
F148430	PEN,BALL,BE,M,BIC,ROUND	BIC		DZ	384	\$0.88	\$337.92	NO
561	FLDR,CTLS,WTRSHD1/3,MLA	ESSELT		BX	634	\$4.62	\$2,929.08	YES
FL1219301	PAD,EASEL,25X30,2/PK *	3M		PK	573	\$14.97	\$8,577.81	NO
903115	FLUID,CORRECT, WE,1/2 OZ	SANFRD	87268	DZ	372	\$2.31	\$859.32	NO
143162	DOCUMENT COVER, RECYCLED PK/6 *	MASTER		PK	544	\$3.07	\$1,670.08	NO
GSMG11BE	PEN,STICK,BE *	FLYING		DZ	366	\$1.33	\$486.78	NO
565308	PUSH PINS ASSORTED COLOR PK/50 *	OFFMAT		BX	356	\$0.40	\$142.40	NO
ESS42590	FLDR,HNG,LTR,1/5TAB,25BX *	ESSELT		BX	352	\$3.70	\$1,302.40	YES
O004-516-0913	CARD,3X5 INDEX,BLNK 150/PK *	AVERY		PK	352	\$0.59	\$207.68	NO
AMP25611	ENV #10 WHT 500 COUNT OMX	QUALPK		BX	350	\$5.72	\$2,002.00	NO
13812	NOTEBOOK,1-SUB,11X8.5,70	AMPAD		EA	350	\$0.55	\$192.50	NO
811158	PENCIL,12 CT #2,YW,TCNDR	DIXON	13882	DZ	341	\$1.51	\$514.91	NO
E-372	GLUE,ELMERS,GLU-ALL	ELMERS		EA	620	\$0.62	\$384.40	NO
80174	EXPO II 4-COL CHISEL-TIP SET	SANFRD	SAN80174	ST	327	\$3.53	\$1,154.31	NO
TC1182	BOOK,RCPT 3PT,MONEY/RENT	CARDIN	TC1182	EA	313	\$2.74	\$857.62	NO
BL11-YW	HIGHLIGHTER, YW,F	BIC		DZ	304	\$1.67	\$507.68	NO
F307351	CRD,3X5INDEX,RULED 500PK	ESSELT	7351	PK	301	\$0.51	\$153.51	NO
N280001	MARKER,DRY ERASE,BK	SANFORD	80001	DZ	294	\$8.01	\$2,354.94	NO
L247993	OMX FLDR 2 PKT ASST 24PK	AVERY		PK	290	\$3.93	\$1,139.70	NO
80653	EXPO 2 DRY ERASE SET	SANFRD	80653	ST	290	\$4.60	\$1,334.00	NO
GSM11-RD	PEN,BALL,RD,M,BIC,ROUND	BIC		DZ	290	\$0.78	\$226.20	NO
9902	PRIMARY COMPOSITION BOOK 3533	MEADE		EA	285	\$0.76	\$216.60	NO
11109	INDEX,BDR,11X8.5,5 COLOR	AVERY		ST	482	\$0.30	\$144.60	NO
A2654YW	NOTE,RMV 3X3,YW,18 PK	3M	654YW-12	PK	282	\$7.73	\$2,179.86	NO
22478	MRKR,FLIPCHART,ASST,8/ST	SANFRD	22478	ST	281	\$3.94	\$1,107.14	NO
48430	FLDR,CTLS,WTRSHD1/3,MLA	ESSELT		BX	280	\$5.28	\$1,478.40	YES
CYG547	WATER,CRYTL,16.9OZ 35/PK	CRYSTA		CT	474	\$7.07	\$3,351.18	NO
64601	STAPLER,FULL,BK,#646STRP	SWING	SWI64601	EA	269	\$6.71	\$1,804.99	NO
95507	USB 2.0 FLSH DRV 8GB STORE N GO	VERBTM	95507	EA	267	\$9.77	\$2,608.59	NO
8702	BINDER,SLANT,3",BK,LBL	AVERYD		EA	264	\$2.59	\$683.76	YES
OM96415	POLYCOVERED NOTEBK 5 SUBJECT CR	NORCOM		EA	264	\$2.81	\$741.84	NO
74108	NOTEBOOK,8X5,NAR,80SH,GN	TOPS	TOP74108	EA	264	\$2.27	\$599.28	NO
17676	BINDER,FLEXIBLE,VIEW 1"	AVERYD		EA	264	\$1.12	\$295.68	YES
934125	PPR,CERTIF,RD,25PK	MASTER		PK	264	\$1.03	\$271.92	NO
52-3280	CRAYONS,WASHABLE,ASST	CRAYOL	52-3280	BX	264	\$1.24	\$327.36	NO
15012	12"ACRYLIC OFF-RULE	HELIX		EA	264	\$0.43	\$113.52	NO
H472532	GLD TONE JUM PPR CLIPS 50PK	ACCO		PK	264	\$0.16	\$42.24	YES
11122	INDX,BDR,11X8.5,WH,5 CLR	AVERY	11122	ST	475	\$0.59	\$280.25	NO
OM96710	TAPE,1/2X1296,TRANS,2PK	3M		PK	259	\$1.00	\$259.00	NO
2098	PENCIL,MIRADO,#2.5	SANFRD	PAP2098	DZ	249	\$1.47	\$366.03	NO
96981	DRIVE,USB 3/EA,2GB STOR	VERBTM		EA	247	\$16.45	\$4,063.15	NO

F114046	CLASS FLD M LTR 2DIV DRED 10CT	SMEAD		BX	437	\$7.63	\$3,334.31	YES
101243	WATER,DEERPARK,,5L,24BX	NESTLE		CT	413	\$4.85	\$2,003.05	NO
24409	MK,DRY ERSE,ASST,4/SET	AVERY	AVE24409	ST	247	\$3.04	\$750.88	NO
11111	INDEX,BDR,11X8.5,8 COLOR	AVERY		ST	409	\$0.38	\$155.42	NO
24063	HIGHLIGHTER,DSK,4PK,AST	AVERY	AVE24063	ST	243	\$1.98	\$481.14	NO
903117	COVER,CERTIF,BK,5PK	MASTER		PK	238	\$2.56	\$609.28	NO
600H2	TAPE,SCOTCH,TRANS,2RL/PK	3M	600H2	PK	467	\$2.33	\$1,088.11	NO
44401	STAPLER,444,FULL,BK	SWING	44401	EA	235	\$6.22	\$1,461.70	NO
OM97326	BOOK,STENO 6X9,GN,GREGG	TOPS		EA	234	\$0.59	\$138.06	NO
98-001	GLUE STIC 26OZ 18 PK	AVERY	98001	PK	232	\$4.49	\$1,041.68	NO
83174K	MARKER,EXPO,4CLR,CHISEL	SANFRD	83074	ST	231	\$3.06	\$706.86	NO
86661	MRKR,D ERSE,FNE,BK,4PK	SANFRD	86661	PK	222	\$2.00	\$444.00	NO
934025	PPR,CERTIF,GD,25PK	MASTER		PK	220	\$1.03	\$226.60	NO
20372-12	BNDR,EARTHVIEW, WE RR1"	AURORA		EA	218	\$1.12	\$244.16	YES
501402	CHALK,CRAYOLA,WE,12/BX	CRAYOL	50-1402	BX	215	\$0.39	\$83.85	NO
95229	MCAFFEE	VERBTM	95236	EA	214	\$5.63	\$1,204.82	NO
653-AST	PAD,NOTE,AST,1.5"X2"	3M	653-AST	PK	214	\$2.56	\$547.84	NO
USB4GTR	FLASH,DRIVE,4GB	TOSHIB		EA	210	\$5.63	\$1,182.30	NO
53054	PPR,CNST,AST,12X18 40SH	MEAD S		EA	367	\$1.33	\$488.11	NO
80678	DRY ERASE MARKERS ASST.8PK	SANFRD	80678	ST	347	\$4.53	\$1,571.91	NO
24411	MARKER,DRY ERASE,8ST,CHS	AVERY		ST	202	\$6.02	\$1,216.04	NO
5845-SS0	NTE,5X8 SS,ASST,NEON,2PK	3M	6845-SSP	PK	202	\$3.21	\$648.42	NO
P317102	PPR,FILL,NAR,RULE 150CT	MEADS	17102	PK	202	\$3.31	\$668.62	NO
N259402	HIGHLIGHTER,ASST,PKT	AVERY	AVE59402	DZ	201	\$9.81	\$1,971.81	NO
P1HPT1122	MAXBRITE ALL-IN-ONE REAM	PARIS		RM	198	\$2.98	\$590.04	YES
MGS250	HAND,SANITIZER	SAALFE		EA	198	\$2.56	\$506.88	NO
3/4/2600	TAPE,MASKING,18MX55M48CS	3M	260034	RL	198	\$0.67	\$132.66	NO
H472020	CLIP,BINDER,SMALL,12/BX	ACCO		PK	343	\$0.13	\$44.59	NO
80054	KIT,EXPO2,DRY ERASE,ASST	SANFRD	80054	KT	187	\$11.14	\$2,083.18	NO
22474	SET,MARKR,FLPCHRT,4COLOR	SANFRD	SAN22474	ST	187	\$2.42	\$452.54	NO
PA410U	SEC,DEFCON 1,6.5FT C	TARGUS	PA410U1	EA	186	\$13.52	\$2,514.72	NO
H471130	BINDER,CLPS VALUE,48/PK	ACCO		PK	186	\$1.57	\$292.02	NO
98-073	WHT GLUE STICKS 6 PK	AVERY		PK	363	\$2.13	\$773.19	NO
95236	4GB STORE GO FLSH DRV USB 2.0	VERBTM	95236	EA	181	\$5.63	\$1,019.03	NO
H295000	PAPER,CLIPS AST,VNYL 450	UNITED		PK	178	\$0.38	\$67.64	YES
16170	DIVDR,WRT ON,MC,LAM 5TAB	AVERY	16170	ST	178	\$1.47	\$261.66	NO
L3S56438	INSERTABLE DIV 8-TAB COL 3PK	SIMONM		PK	178	\$0.49	\$87.22	NO
A620335	RUBBERBAND,80%,#33,.25LB	ALLIAN	20335	BG	177	\$1.56	\$276.12	YES
N280653	MARKER,KIT,ORG,W/FLUID	SANFORD	80653	KT	173	\$4.60	\$795.80	NO
2051-3PK	POST-IT,2X2 CUBE,3PK	3M	2051-3PK	PK	169	\$4.14	\$699.66	NO
11306	INDEX,RGBDR,A-Z11X9,25ST	AVERY	AVE11306	ST	166	\$3.37	\$559.42	NO
OM97319	PAD,LGL,RLD,WE,8.5X113/4	TOPS		DZ	165	\$3.97	\$655.05	NO
OM99373	HIGHLIGHTER,DSK,ASST	FLYING		ST	165	\$1.72	\$283.80	NO
46012-12	COMPOSITION BK ASST COL	MEAD S		EA	165	\$0.74	\$122.10	NO
1670	SHARPENER,ELEC,PRO,BGY	HUNT	1670	EA	162	\$24.50	\$3,969.00	NO
1031	SHARPENER,PCL,SVR,STD,KS	HUNT	1031	EA	162	\$7.25	\$1,174.50	NO
5630415	LIQUID PAP,COR FD,SM CVR	SANFRD		EA	158	\$0.61	\$96.38	NO

N50M97510	PENCIL,WOOD,#2.5,YW	FABERC		DZ	158	\$1.23	\$194.34	NO
A8005	NTBK,EXDAVINCI,9.25X7.25	REDFRM	REDA8005	EA	157	\$5.92	\$929.44	NO
A265418BRCP	NOTE,RMV 3X3,AST,18 PK	3M	654-18BRC	PK	154	\$9.53	\$1,467.62	NO
A531340	IN JET LBL5 WHT 150CT	SIMONM		PK	152	\$1.28	\$194.56	NO
86674K	MRKR,D ERSE,AST,4ST,FINE	SANFRD		ST	152	\$2.51	\$381.52	NO
TN-330	BRTH TONER TN-330 BLK	BROTHER	TN330	EA	149	\$32.10	\$4,782.90	NO
47992	PORT,2 PCKT 25,YW	AVERY		BX	147	\$3.83	\$563.01	NO
27005	HIGHLIGHTER, YW,F	SANFRD	27005	DZ	147	\$3.87	\$568.89	NO
23078	INDEX,8-TAB,WE11X8.5ERAS	AVERY	23078	ST	145	\$0.71	\$102.95	NO
R330-AU	POST-IT,3X3,ULTRA,POP-UP	3M	R330-AU	PK	144	\$3.54	\$509.76	NO
S6DPSXLRCP	100Z COMP DUSTER 2 PK	FALCON		PK	143	\$4.61	\$659.23	NO
WOSTP21	TPE,CORRECTIN,BIGWHEL,WE	BIC	BICWOSTP	PK	141	\$1.01	\$142.41	NO
1087306	ADHESIVE,MNT PUTTY,BE	HENKEL		EA	140	\$0.91	\$127.40	NO
2027-RCR	PADS,POSTIT,3X3 RBBN CND	3M	MMM2027	EA	137	\$3.44	\$471.28	NO
F111953	FLDR,LTR,ASST,1/3,100BX	SMEAD		BX	135	\$7.46	\$1,007.10	YES
11220	INDEX,XTRAWIDE,AD,5 TAB	AVERY	AVE11220	ST	135	\$0.94	\$126.90	NO
37459	RLR,PLSTC,12",ULTRA FLX	HELIX		EA	135	\$0.80	\$108.00	NO
47993	PORT,2 PCKT 25,AST	AVERY		BX	133	\$3.93	\$522.69	NO
2600-24A	TAPE,MASKNG,1X60YD,36/CT	3M		RL	133	\$1.04	\$138.32	NO
A620325	RUBBERBAND,80%,#32,.25LB	ALLIAN		BG	133	\$1.56	\$207.48	YES
A620185	RUBBERBAND,80%,#18,.25LB	ALLIAN		BG	133	\$1.56	\$207.48	YES
654-14AU	POST-IT,3X3,ULTRA,12PK	3M	654-14AU	PK	132	\$6.47	\$854.04	NO
9300	BINDER,3/RG,BK,11X8.5, 1	AVERYD		EA	132	\$1.12	\$147.84	YES
38264PP	MK,SHRP,CHSL,4/ST	SANFRD		PK	132	\$1.79	\$236.28	NO
9416-7097	SCISSORS,KID,5IN,BLUNT	FISKAR		EA	132	\$2.50	\$330.00	NO
1818	SHARPENER,PENCIL,BLACK	HUNT	1818	EA	157	\$12.62	\$1,981.34	NO
4013	DRAFT MNTING TPE	3M	4013	RL	154	\$8.63	\$1,329.02	NO
5001	SHARPENER,PENCL,ASST	POINTE		EA	165	\$0.29	\$47.85	NO
5160	LABEL,ADD,LSR,1X2 5/8 3K	AVERY	5160	BX	158	\$14.71	\$2,324.18	NO
11112	INDEX,BDR,11X8.5,8 CLEAR	AVERY		ST	149	\$0.38	\$56.62	NO
14015	RULER,WOOD,15",BEVELED	HELIX		EA	165	\$1.22	\$201.30	NO
16408	ECONOMY BINDER 1.5"BLK 2PK	AVERY		PK	149	\$3.20	\$476.80	YES
16412	ECONOMY BINDER 2"BLK 2PK	AVERY		PK	165	\$3.25	\$536.25	NO
19650	BNDR,ECONOMY VW,1.5",BK	AVERY		EA	147	\$1.60	\$235.20	YES
21100	HOLDER,COPY,BOOKS,PM	FELLO		EA	149	\$4.19	\$624.31	NO
23079	INDEX,8-TAB,AD11X8.5ERAS	AVERY		ST	160	\$0.51	\$81.60	NO
33312	MY FIRST TIC PENCIL 4 CT 3092	DIXON	33312	PK	158	\$1.91	\$301.78	NO
35450	STAPLES,210/STRIP,5M/BX	SWING	35450	BX	162	\$1.69	\$273.78	NO
53295	FILE,JACKET,POLY,5PK,AST	ESSELT		PK	141	\$1.78	\$250.98	NO
54501	STAPLER,FULLSTRIP,BK,545	SWING	54501	EA	165	\$2.53	\$417.45	NO
68059	BINDER,VIEW,FRAME,1.5,BE	AVERYD		EA	165	\$1.60	\$264.00	YES
77182	WIPES,LYSOL,CITRUS 80PK	RECKIT	77182	EA	158	\$4.27	\$674.66	NO
80792	MARKER,DRY ERASE,ASST	SANFRD		ST	165	\$2.55	\$420.75	NO
81850	TOWELETTE,EXPO,WE	SANFRD	81850	EA	147	\$4.10	\$602.70	NO
83153	MK,EXPO STRTR SET	SANFRD	83153	ST	142	\$4.48	\$636.16	NO
88051	BINDER,VIEW,3",ROUND,BK	STRIDE		EA	165	\$2.59	\$427.35	YES
126017	SOAP,HAND,LIQUID,PUMP	COLGAT		EA	149	\$1.41	\$210.09	NO

16678B	MARKER,VIS-A-VIS,AST,8ST	SANFRD	16078	ST	147	\$5.11	\$751.17	NO
22480PP	MK,FLIP,8CT,AST	SANFRD		ST	157	\$3.94	\$618.58	NO
563DE	EASEL PAD & DRY ERASE	3M	563 DE	PD	141	\$13.57	\$1,913.37	NO
58-7808	MK,CLSC,WASH,BRD,8/PK	CRAYOL	58-7808	PK	165	\$2.25	\$371.25	NO
58-7809	MK,CLSC,WASH,FNE,8/PK	CRAYOL	58-7809	PK	165	\$2.25	\$371.25	NO
660-3AU	NTE,PST-IT,4X6,3/PK,ULT	3M	660-3AU	PK	163	\$4.97	\$810.11	NO
675-6SST	NTE,4X4ASST,SUPRSTKY TRO	3M	675-SST	PK	152	\$5.59	\$849.68	NO
675-6SSUC	NTE,4X4,SS,ASST,ULTA,6PK	3M	675-6SSUC	PK	149	\$7.28	\$1,084.72	NO
810-P10K	TAPE,VALUEPACK,3/4",10PK	3M	810K12	PK	154	\$12.81	\$1,972.74	NO
MBV11-10BK	BINDER,VALUE VIEW,RR"1	ABISCO		EA	165	\$1.12	\$184.80	YES
MP-2241-LN	PPR,BRITES 24#,11" LEMON	BC-PTD		RM	142	\$5.83	\$827.86	NO
Q5949A	CTG,HP LASER,49A,BK	HEWLET	Q5949A	EA	155	\$60.33	\$9,351.15	NO
S60447	FOLDER,PARTN/POKT,LTR	SJPAPE		BX	162	\$21.36	\$3,460.32	YES
566	EASEL,SLFSTK,20X23,WE,4C	3M	566	CT	132	\$33.85	\$4,468.20	NO
5855	ECONOMY VIEW BINDER 1"BLK 2PK	AVERY		PK	132	\$2.25	\$297.00	YES
62702	FILE,MICRGRD,LTRMLA100BX	ESSELT		BX	132	\$8.16	\$1,077.12	YES
3012-12-CMR	SANITIZER,HND INST,OCNMS	GOJO	3012-12-CM	EA	132	\$2.56	\$337.92	NO
2097	PENCIL,WOOD,YW,#2	BEROL	2097	DZ	132	\$0.95	\$125.40	NO
Q7551A	TONER (NO SUBSTITUTIONS)	HP	Q7551A	EA	150	\$116.20	\$17,430.00	NO
Q5942A	TONER (NO SUBSTITUTIONS)	HP	Q5942A	EA	80	\$126.03	\$10,082.40	NO
Q1338A	TONER (NO SUBSTITUTIONS)	HP	Q1338A	EA	60	\$129.96	\$7,797.60	NO
Q6511A	TONER (NO SUBSTITUTIONS)	HP	Q6511A	EA	70	\$104.79	\$7,335.30	NO
CE257A	TONER (NO SUBSTITUTIONS)	HP	CE257A	EA	30	\$199.30	\$5,979.00	NO
Q6470A	TONER (NO SUBSTITUTIONS)	HP	Q6470A	EA	50	\$118.55	\$5,927.50	NO
Q5951A	TONER (NO SUBSTITUTIONS)	HP	Q5951A	EA	25	\$226.48	\$5,662.00	NO
Q6000A	TONER (NO SUBSTITUTIONS)	HP	Q6000A	EA	70	\$63.92	\$4,474.40	NO
Q7582A	TONER (NO SUBSTITUTIONS)	HP	Q7582A	EA	30	\$152.49	\$4,574.70	NO
Q5950A	TONER (NO SUBSTITUTIONS)	HP	Q5950A	EA	30	\$159.29	\$4,778.70	NO
Q7553A	TONER (NO SUBSTITUTIONS)	HP	Q7553A	EA	60	\$68.03	\$4,081.80	NO
C4096A	TONER (NO SUBSTITUTIONS)	HP	C4096A	EA	60	\$84.73	\$5,083.80	NO
Q7581A	TONER (NO SUBSTITUTIONS)	HP	Q7581A	EA	30	\$152.49	\$4,574.70	NO
Q7583A	TONER (NO SUBSTITUTIONS)	HP	Q7583A	EA	30	\$152.49	\$4,574.70	NO
Q7553X	TONER (NO SUBSTITUTIONS)	HP	Q7553X	EA	30	\$133.12	\$3,993.60	NO
Q5952A	TONER (NO SUBSTITUTIONS)	HP	Q5952A	EA	20	\$226.48	\$4,529.60	NO
C9720A	TONER (NO SUBSTITUTIONS)	HP	C9720A	EA	35	\$131.44	\$4,600.40	NO
Q5949X	TONER (NO SUBSTITUTIONS)	HP	Q5949X	EA	35	\$110.73	\$3,875.55	NO
Q5953A	TONER (NO SUBSTITUTIONS)	HP	Q5953A	EA	15	\$226.48	\$3,397.20	NO
885531	RICOH TYPE 1170D TONER	Ricoh	885531	EA	300	\$14.97	\$4,491.00	NO
885288	RICOH 1022 TONER REFILL	Ricoh		EA	300	\$14.90	\$4,470.00	NO
406212	RICOH SP 3300DN (3300A) TONER	Ricoh		EA	300	\$113.02	\$33,906.00	NO
402809	RICOH SP4110/4210N TONER	Ricoh	402809	EA	70	\$138.16	\$9,671.20	NO
400759	RICOH AP610N TONER DRUM COMBO	Ricoh	RIC400759	EA	70	\$252.22	\$17,655.40	NO
406344	RICOH C232DN BLACK TONER	Ricoh	406344	EA	140	\$53.35	\$7,469.00	NO
406345	RICOH C232DN CYAN TONER	Ricoh	406345	EA	140	\$68.85	\$9,639.00	NO
406246	RICOH C232DN MAGENTA TONER	Ricoh	406246	EA	140	\$68.85	\$9,639.00	NO
406347	RICOH C232DN YELLOW TONER	Ricoh	406347	EA	140	\$109.40	\$15,316.00	NO
406044	RICOH SPC221 YELLOW TONER	Ricoh	406044	EA	140	\$74.58	\$10,441.20	NO

406048	RICOH SPC221 MAGENTA TONER	Ricoh	406048	EA	140	\$74.58	\$10,441.20	NO
406047	RICOH SPC221 CYAN TONER	Ricoh	406047	EA	140	\$74.58	\$10,441.20	NO
406046	RICOH SPC221 BLACK TONER	Ricoh	406046	EA	140	\$41.51	\$5,811.40	NO
406043	RICOH SPC221 WASTE TONER COLLECTOR	Ricoh	406043	EA	140	\$13.75	\$1,925.00	NO
13882	#2 PENCILS, TICONDEROGA	Dixon	13882	DZ	700	\$1.51	\$1,057.00	NO
33311	PAPER MATE PENS, BLACK, MED.	Sanford	33311	DZ	600	\$0.88	\$528.00	NO
33111	PAPER MATE PENS, BLUE, MED.	Sanford	33111	DZ	600	\$0.88	\$528.00	NO
64328	BLUE HI-LITER	Sanford	64328	DZ	70	\$1.84	\$128.80	NO
64324	FLUORESCENT YELLOW HI-LITER	Sanford		DZ	200	\$1.84	\$368.00	NO
64329	GREEN HI-LITER	Sanford	64329	DZ	60	\$1.84	\$110.40	NO
64327	PINK HI-LITER	Sanford	64327	DZ	80	\$1.84	\$147.20	NO
EPI1001	X-ACTO/BOSTON PENCIL SHARPENER	Elmer's	1031	EA	800	\$7.25	\$5,800.00	NO
110109	WATER, 16.9 OZ., 24/CS	Nestle		CS	700	\$3.14	\$2,198.00	NO
ESS42620	HANGING FOLDERS, 1/3 CUT, 25/BX	Esselte		BX	300	\$3.49	\$1,047.00	YES
APEPV119ED	SHEET PROTECTORS, TOP LOADING, 100/BX	Avery		BX	650	\$3.46	\$2,249.00	NO
TC7911B	CLOCK, 12" FACE DIAMETER	Chaney		EA	600	\$3.74	\$2,244.00	NO
94600	ZIPLOCK BAGS, SANDWICH, 500/CTN	Diversey	94600	CT	200	\$15.28	\$3,056.00	NO

Grand Total

\$558,799.49

BID WORKSHEET 2 (PRIVATE LABEL BRANDS): It is estimated that 15% of Bid Worksheet 3 is purchased utilizing Private Label Brands. Firms will be rated against one another. Companies not offering Private Label Brands will show manufacturer's brands and their relevant pricing in the evaluation of this component of their evaluated price. Others will be adjusted based upon their private label brand discount from list pricing for the estimated 15% value of catalog (non-core) purchases. Under no circumstances shall a firm with private label brands choose not to complete this section using anything other than their corresponding private label brand products.

Product Number	Product Description	Applicable Discount from Bid Worksheet #3	List Pricing Proposed Product MFR/Stock #	UNIT	QTY	Discounted Unit Cost	Total Cost	Small or Minority Business Yes/No
681080	PORTFOLIO,2POCKET,ASST CLRS	0.63	9157/\$0.85	EA	6,419	\$0.31	\$1,989.89	NO
429175	CLIP,PAPER,SMTH,OD,JMB,100PK	70%	10007/\$3.99	PK	2,736	\$1.46	\$3,994.56	YES
733601	PENCIL,#2,OD,72/BX	63%	20395/\$12.12	BX	2,506	\$4.85	\$12,154.10	NO
720461	RULER,W/BNDR HOLES,12",PLSTC,ASTD CLRS	70%	RTP-003608-	EA	2,470	\$0.33	\$815.10	NO
588268	BOOK,COMP,100SH,WD,9.75X7.5,MB	60%	IS-037/\$3.85	EA	2,218	\$1.42	\$3,149.56	NO
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	63%	810838/\$25.4	BX	2,182	\$7.64	\$16,670.48	YES
681114	PORTFOLIO,2PKT,3PRONG,ASST CLRS	0.63	9158/\$1.05	EA	1,976	\$0.39	\$770.64	NO
429266	CLIP,PAPER,#1SMTH,OD,100BX	63%	10006/\$1.39	BX	1,736	\$0.52	\$902.72	YES
342485	BOOK,COMP,SCHL,WR,7.875X10,40S	63%	MNT-015/\$1.5	EA	1,380	\$0.74	\$1,021.20	NO
574817	DIVIDER,INS,8TAB,CLR,OD,BIGTAB	63%	OD574817/\$2	ST	1,116	\$0.80	\$892.80	NO
909119	FLUID,CORRECTION,OD,MULTI,WHT/DZ	63%	87268EA/\$1.5	DZ	100	\$0.76	\$76.00	NO
588286	NOTEBOOK,SPL,1SB,100,CR,11X8.5	70%	KW-106/\$5.9	EA	940	\$2.20	\$2,068.00	NO
342444	BOOK,COMP,SCHL,WR,8.5X6.88,20S	63%	MNT-012/\$0.5	EA	800	\$0.37	\$296.00	NO
313676	RULER,12",INCH/METRIC,PLSTC	0.63	87727097/\$0	EA	782	\$0.26	\$203.32	NO
434357	PENCIL POUCH,TRANSLUCENT	63%	LF010(P)/\$2	EA	780	\$0.81	\$631.80	NO
202334	PORTFOLIO,POLY,FASTENERS,ASTD/	0.6	OD202334/\$2	EA	729	\$0.80	\$583.20	NO
589483	PAPER,FLR,10.5X8,150CT,WD RLD,NOTEBOOK,PK	63%	09250OD/\$3	PK	686	\$1.40	\$960.40	NO
429431	CLIP,BINDER,MEDIUM,BX 12	63%	825190BX/\$3	BX	673	\$1.48	\$996.04	NO
574803	DIVIDERS,INS,5CLR,OD,BIG TAB/SET	63%	OD574803/\$1	ST	669	\$0.42	\$280.98	NO
837905	BOOK,PRM COMP,DL-UNRL,9.75X7.5	63%	IS-040/\$4.15	EA	666	\$1.54	\$1,025.64	NO
589510	PAPER,FLR,CR,10.5X8,3HOLE,150S/PK	70%	09251OD/\$3	PK	596	\$1.40	\$834.40	NO

Grand Total

\$50,316.83

BID WORKSHEET 3 NON-CORE ITEMS: Contractor shall provide a catalog discount structure by the categories listed and delineated in your catalog and e-commerce platform. This discount structure shall be applied to all non-core items and include a cost comparison of like products from your current catalog. Please indicate whether your catalog is based/printed on/using manufacturer's list pricing:

__ Yes __ No (check one).

Evaluations have been developed with the expectation that all catalogs are based on manufacturer's list pricing. Alternates may require other considerations to derive comparative pricing at AACPS's sole discretion. REVISED 6/22/2011

The breakdown of product sales by category is estimated as follows:

Category	Percentage of spend	Estimated Expenditure	Discount Given	Net Cost
A. Printer/fax toner *	34%	\$825,941.60	35%	\$536,862.04
B. General Office Supplies*	27%	\$655,894.80	63%	\$242,681.08
C. Binders/Filing Supplies*	18%	\$437,263.20	70%	\$131,178.96
D. Writing Instruments*	9%	\$218,631.60	60%	\$87,452.64
E. Computer Peripherals*	5%	\$121,462.00	50%	\$60,731.00
F. Business Machines *	3%	\$72,877.20	40%	\$43,726.32
G. Paper *	2%	\$48,584.80	60%	\$19,433.92
H. Dated Goods *	1%	\$24,292.40	55%	\$10,931.58
I. Office Desk Accessories*	1%	\$24,292.40	65%	\$8,502.34
	100%	\$2,429,240.00		

Grand Total

\$1,141,499.88

BIDWORKSHEET 4: PROGRAM GROWTH: Contractor understands that they are entering into a multi-jurisdictional cooperative agreement that has the unguaranteed potential of attracting additional participation on a regional and national level. Currently, the program is valued at \$4,182,000.00 annually. Contractor shall provide additional discount structure against catalog purchases for certain additional program volume achievements as measured at the end of each contract year. In accordance with Clause 2.12 Reporting, any changes to the discount structure provided under Bid Worksheet 4 shall occur on an annual basis beginning on the first day of the next year, and shall be firm for the entire year until it is evaluated again for subsequent years. NOTE: If program growth results in higher discounts that exceed the core item pricing found on Bid Worksheet 1, then the lowest pricing shall be offered to all participating entities to this contract. The assumption for purposes of evaluation only is that the "percentage of spend" remains the same.

1. Annual volume increases to \$5.5 million

Category	Percentage of spend	Estimated Expenditure	Discount Given	Net Cost
A. Printer/fax toner	34%	\$1,870,000.00	37%	\$1,178,100.00
B. General Office Supplies	27%	\$1,485,000.00	65%	\$519,750.00
C. Binders/Filing Supplies	18%	\$990,000.00	72%	\$277,200.00
D. Writing Instruments	9%	\$495,000.00	62%	\$188,100.00
E. Computer Peripherals	5%	\$275,000.00	52%	\$132,000.00
F. Business Machines	3%	\$165,000.00	42%	\$95,700.00
G. Paper	2%	\$110,000.00	62%	\$41,800.00
H. Dated Goods	1%	\$55,000.00	57%	\$23,650.00
I. Office Desk Accessories	1%	\$55,000.00	67%	\$18,150.00
TOTAL NET COST	100	\$5,500,000.00		<u>\$2,474,450.00</u>

2. Volume increases to \$6.75 million

Category	Percentage of spend	Estimated Expenditure	Discount Given	Net Cost
A. Printer/fax toner	34%	\$2,295,000.00	40%	\$1,377,000.00
B. General Office Supplies	27%	\$1,822,500.00	68%	\$583,200.00
C. Binders/Filing Supplies	18%	\$1,215,000.00	75%	\$303,750.00
D. Writing Instruments	9%	\$607,500.00	65%	\$212,625.00
E. Computer Peripherals	5%	\$337,500.00	55%	\$151,875.00
F. Business Machines	3%	\$202,500.00	45%	\$111,375.00
G. Paper	2%	\$135,000.00	65%	\$47,250.00
H. Dated Goods	1%	\$67,500.00	60%	\$27,000.00
I. Office Desk Accessories	1%	\$67,500.00	70%	\$20,250.00
TOTAL NET COST	100	\$6,750,000.00		<u>\$2,834,325.00</u>

3. Volume increases to \$8.0 million

Category	Percentage of spend	Estimated Expenditure	Discount Given	Net Cost
A. Printer/fax toner	34%	\$2,720,000.00	43%	\$1,550,400.00
B. General Office Supplies	27%	\$2,160,000.00	71%	\$626,400.00
C. Binders/Filing Supplies	18%	\$1,440,000.00	78%	\$316,800.00
D. Writing Instruments	9%	\$720,000.00	68%	\$230,400.00
E. Computer Peripherals	5%	\$400,000.00	58%	\$168,000.00
F. Business Machines	3%	\$240,000.00	48%	\$124,800.00
G. Paper	2%	\$160,000.00	68%	\$51,200.00
H. Dated Goods	1%	\$80,000.00	63%	\$29,600.00
I. Office Desk Accessories	1%	\$80,000.00	73%	\$21,600.00

TOTAL NET COST 100 \$8,000,000.00 \$3,119,200.00

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRPC)

GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS

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 BRPC.
- 2.9 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. [Or insert the lead jurisdiction's requirements here]

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 participation 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

representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or 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.

**GENERAL TERMS AND CONDITIONS APPLICABLE TO
STATE OF MARYLAND, BOARDS OF EDUCATION**

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions.

2. CHILD SEX OFFENDER NOTIFICATION

2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

2.2 As a successful bidder and/or its agents working for the political subdivisions, shall not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law effective June 22, 2006, requires that any person who enters 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 registered sex offender. A successful bidder and/or its agents who violate this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

2.3 A successful bidder shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor, independent contractor, successful bidder and/or any agents conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the successful bidder's direct employees, subcontractors, agents, and/or independent contractors

it used to perform the work. Violations of this provision may cause a participation jurisdiction to take action against the successful bidder up to and including termination of the contract.

- 2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which successful bidders may view. The schools maintain the list and update the list as new offenders are identified, however, it is solely the responsibility of the successful bidder to comply with this provision.