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SPECIFICATIONS AND BID PROPOSAL FOR:

TEXAS INSTRUMENTS CALCULATORS

CONTRACT#: 14CM-068

DATE AND TIME DUE: Tuesday, November 12, 2013 11:00 am

PLEASE NOTE:

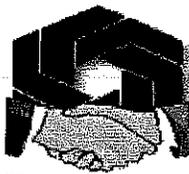
Please direct all questions to: Juliet R. Hale, CPPB, Buyer

Telephone # (410) 222-5178

E-Mail: jhale@aacps.org

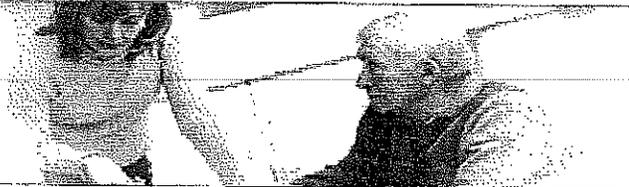
Pre Bid Conference: Tuesday, October 29, 2013 11:00 am
Anne Arundel County Public Schools Bid Room
2644 Riva Road, Annapolis, MD 21401

Baltimore Regional Cooperative Purchasing Committee—Metropolitan Washington COG, Chief Purchasing Officers Committee

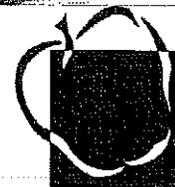


BRCPC

**Baltimore Regional
Cooperative Purchasing Committee**



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



**ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS**

Request for Bid #14CM-068

Date of Issue: October 15, 2013 Buyer: JULIET R. HALE, CPPB

Title: CALCULATORS, TEXAS INSTRUMENTS

Bid Due Date: Bids are due no later than November 12, 2013 at 11:00 am in the Purchasing Office. The opening is public and shall be conducted in the Bid Room at the address shown above. A pre-bid conference is scheduled for Tuesday, October 29, 2013 at 11:00 am in the Bid Room at the address shown above. **NOTE: If the Central Office Building (address above) is closed due to inclement weather, bids shall be due on the next business day that the building is open. The originally scheduled bid opening time shall remain the same regardless of the opening day. Use telephone number 410-222-5160 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of the Central Office Building.**

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

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 or Corporate Resolution 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 this page hereby provides the AACPS your acknowledgment and acceptance of the terms and conditions contained in the Request for Bid and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of the Anne Arundel County Public Schools ("AACPS"), these specifications, terms and general conditions, and price bid shall become a legally binding Contract between the Successful Bidder and the AACPS.

Name of Respondent: SchoolMart

Address: 1424 Odenton Road, Odenton, MD 21113

Phone: 800-285-2662 Fax: 866-831-0345 eMail: sales@schoolmart.com

Federal ID or Social Security Number: 52-1459256 Payment Terms: Net 30

MDOT MBE Certification # N/A DGS Small Business Registration #: N/A

Web Address: www.schoolmart.com MD Dept. of Assess. & Taxation #: 03807576

Date Bid Submitted: 11-6-13 Signature of Respondent: [Signature]

Printed/Typed Name and Title: Marc A. Resnick, President

Accepted by AACPS Supervisor of Purchasing: [Signature]

Date: 12/5/13

Award Limitations: None

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Section I: GENERAL INFORMATION

1. GENERAL

The Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools ("AACPS") is soliciting competitive sealed bids, as the lead agency for a regional consortium, for all necessary supplies, materials, equipment, labor and supervision required to provide the products or services as more fully described herein. Services shall be performed in accordance with the specifications, terms, general conditions, and attachments (if any). ***If further information is required, contact the buyer at 410-222-5160. It is the responsibility of bidders to check for addenda on our web page (www.aacps.org) prior to the bid opening. Follow the links for Bids/Procurement. No other notification will occur***

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.

~~AACPS is functioning as the lead agency for the Baltimore Regional Cooperative Purchasing Committee ("BRPCPC"). Appendix A contains the additional terms and conditions for this regional procurement and are considered incorporated in any resulting contract.~~

2. NO OBLIGATION

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

3. RESPONSE INSTRUCTIONS

Respondents are 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.

4. REJECTION/CANCELLATION OF RFB

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS. Additionally, to insure fair competition and to permit a determination of the lowest responsive and responsible bidder, non-responsive or non-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.

5. PRICE GUARANTEE

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

6. 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.

7. 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 shall be completed and returned with each bid/proposal. Failure to do so may cause rejection of bid. Acceptable documents for compliance with the Financial Statement mandatory requirement include, 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.

8. LATE BIDS

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

9. BID WITHDRAWAL

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

10. COST OF BIDDING

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

11. COOPERATIVE PURCHASING CLAUSE

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

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

12. PROTESTS

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

13. REGISTRATION

Pursuant to Section 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation, 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.

14. COMPETITIVE SEALED BID PROCESS

- Respondent shall submit all mandatory requirements as set forth in the RFB.
- Respondent shall submit one copy of their bid, including all attachments on or before the date and time specified on the title page. Any and all bids received after the date and time specified shall be considered late and rejected on that basis.
- No respondent shall be allowed to offer more than one price on each item even though respondent may feel that two or more types or styles shall meet specifications. Respondents shall determine for themselves which to offer. If said respondent should submit more than one price on an item, all prices for that item shall be rejected at the discretion of the Buyer.
- The Buyer shall review each submission for responsiveness. If respondent is determined to be not responsive or not responsible, respondent shall be rejected and notified in writing accordingly.
- Award of this RFB may be made by group, item, lot or any combination at the sole option of the AACPS and shall be made to the respondent(s) offering the lowest favorable bid price.

15. ANTI-BRIBERY

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

16. SITE INSPECTION

If applicable, respondent is 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 22 Sex Offender Notification of this section. If the Contractor's representative cannot produce this required documentation, or the scan identifies the employee(s) as a registered offender, the school reserves the unilateral right to not allow Contractor's employee(s) on site for any reason. This will not constitute grounds for an extension of the bid due date.

17. TAXES

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. 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.

18. BEST CUSTOMER

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

19. TOBACCO PRODUCTS

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.

20. IRREGULARITIES

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

21. SUBCONTRACTORS

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

22. SEX OFFENDER NOTIFICATION

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. 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 registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for 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; See §11-722 Criminal Procurement Article. 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 uses 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.

23. ACCESS TO PUBLIC RECORDS ACT

Respondent 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. Respondents are advised that, upon request for this information from a third party, the Supervisor of Purchasing will be required to make an independent determination whether the information may be disclosed. Failure to clearly identify confidential, proprietary or trade secret information will be an indication to AACPS that the entire bid/proposal is available for public disclosure.

24. GIFTS

In accordance with Board Policy Code 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.

25. 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.

26. TIME IS OF THE ESSENCE

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

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

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

Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: SchoolMart

Information furnished in response to this Questionnaire and any verifications made by the Anne Arundel County Public Schools (AACPS) shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by AACPS the right is hereby reserved to determine a respondent as not responsive, which may cause rejection of their bid.

Respondent shall have at least three (3) years of experience in providing products or work 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.

How many years has your firm been in the business of providing similar services/scope of work under your present legal name? 24 Years of relevant experience

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

- A. Name: Allegheny County BOE Address: 108 Washington St.
 Contact Person: Don Kroffts Cumberland, MD 21502
 Value: \$38,000.00 Phone Number: 301-759-2000
- B. Name: Anoka-Hennepin ISD #11 Address: 2727 North Ferry St.
 Contact Person: Kathy Sullivan Anoka, MN 55303
 Value: \$81,000.00 Phone Number: 763-506-1000
- C. Name: Shasta Union High School District Address: 2200 Eureka Way, Suite B
 Contact Person: Anne Smith Redding, CA 96001
 Value: \$40,000.00 Phone Number: 530-241-3261

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

Name	Address	Phone	Email	Point of Contact
Texas Instruments	11410 Gideon Lane Cincinnati, OH 45249	513-247-0456	gdevitta@ti.com	Gregg Devitta
Maxell	4 Birch Hollow Lane Sicklerville, NJ 08081	856-875-9677	dave@tmesales.com	Dave Zimmer

4. What is your Dunn and Bradstreet Rating? 2R3

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

A. Full Time basis? 0

B. Part Time basis? 0

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

- Allegany County Schools - 108 Washington St., Cumberland, MD 21502 - 301-759-2000 - Don Knotts
- Prince Georges County Schools - 14201 School Ln, Upper Marlboro, MD 20772 - 301-952-6000 - Jonathan Johnson
- Maryland State Dept of Educ - 200 W. Baltimore St., Baltimore, MD 21201 - 301-994-3080 - Kevin Fry

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

No

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

No

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

No

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

Date this 6th day of November 2013.

Name of Organization: N/A

By: Miyeong Milinda Son
Miyeong Milinda Son

Title: N/A (Print Name)

my commission expires on 2/8/2015

Section III: SPECIFICATIONS

1. SCOPE

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

Participating school districts will minimally include Anne Arundel County Public Schools, Loudoun County Public Schools, Harford County public Schools, Carroll County Public Schools, Prince William County Public Schools, and The Community College of Baltimore County.

2. CONTRACTOR'S RESPONSIBILITY

2.1 General

The Contractor shall furnish and deliver new OEM (not refurbished) Texas Instruments Calculators as described in the Bid Work Sheet. All pertinent literature and manuals such as operating instructions and parts listings shall be included for products provided.

2.2 Warranty

Contractor shall honor the standard manufacturer's warranty for items delivered under this Contract.

2.3 Delivery

Contractor shall furnish and deliver the equipment or products described and specified in the Bid Work Sheet. This Contract shall be utilized to provide the specified equipment on an "**as needed, when needed**" basis for various requesting locations. **This is not a one-time delivery.** Contractor shall deliver within ten (10) working days from the receipt of an authorizing order. Failure to deliver as required may result in termination of Contract.

All contract pricing shall include any shipping charges and F.O.B. Destination. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the AACPS.

2.4 Availability

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

2.5 Ordering

Contractor shall accept the following types of orders: Purchase Order, Delivery Order (DO) (from our Master Agreement), Small Procurement Order (PD), Procurement Card, and other nomenclature used in other participating municipalities and non-profits.

2.6 Reporting

Contractor shall provide usage figures to AACPS for each participating entity on a quarterly basis. The totals provided shall include total expenditures and equipment numbers for each jurisdiction. An annual cumulative report shall be provided to the AACPS Office of Purchasing which will be used to determine whether discount thresholds have been met and assess overall progress/value of the contract. Thresholds will be determined for all participants combined, not per agency. Contractor shall provide this information within 30 days following the end of the annual period. Failure to provide full disclosure of contract usage information in a timely fashion is considered a breach of contract.

2.7 Program Growth

On an annual basis, and in accordance with annual usage reporting, if expenditures exceed the initial contract period by 10% cumulatively for all participating entities, pricing will be in accordance with program growth thresholds. These factors will be in accordance with increased total usage.

2.8 Fort George G. Meade

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

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

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

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

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

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 registrant does not own the vehicle, 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.

2.9 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.

3. PARTICIPATING SCHOOL DISTRICTS RESPONSIBILITIES

3.1 Provision of Necessary Information

Participating school districts shall provide all assistance deemed reasonable and necessary to help Contractor address the obligations specified herein as it related to current Agency operations, documentation, required information, and assistance.

3.2 Access to Schools

Participating school districts shall facilitate the reasonable access to schools for the purpose of performing up on this Contract. Contractor shall contact each participating school district upon award to get a copy of their delivery acceptance terms and hours of operation, including holiday or school closure information.

4. AACPS RESPONSIBILITIES

4.1 As the lead agency for this regional procurement, AACPS is responsible for administering the bid process for all participating entities. Regardless of participation, AACPS is the central point of contact for the solicitation and resulting Contract, including, but not limited to, required reporting, Contract modifications, extension options, and approval of replacement product models.

4.2 Access to the Premises

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

4.3 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
Terminate the contract for default.

5. 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.

6. DURATION OF CONTRACT

Once awarded, the contract shall remain in force and effect for a period not to exceed two (2) years from the date of award. 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 (1) year periods.

7. SURETY

RESERVED

8. 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 Supervisor of Purchasing at (410) 222-5624. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

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

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

Waiver of Subrogation

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

Section IV: MANDATORY TERMS AND CONDITIONS

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

1. LEGAL COMPLIANCE

Contractor shall comply 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 employees 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 **0 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. MBE forms and procedures can be located in Section VI of these documents.

4. RETENTION OF RECORDS

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

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

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

6. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET

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

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

7. TERMINATION**7.1 TERMINATION FOR DEFAULT**

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

7.2 TERMINATION FOR CONVENIENCE

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

7.3 NONAVAILABILITY OF FUNDING

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

8. ASSIGNMENT

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

9. PAYMENT

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

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

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

10. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

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

11. AGENT CERTIFICATION

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency

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

12. INTELLECTUAL PROPERTY

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

13. 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.

14. IDENTIFICATION OF ASBESTOS-CONTAINING MATERIAL

RESERVED

15. 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.

16. NON HIRING OF EMPLOYEES

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

17. DISPUTES

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

18. REGULATIONS

The regulations 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 are applicable to this Contract.

19. 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.

20. 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.

21. NON-DISCRIMINATION CLAUSE

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

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

22. 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.

23. 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

DEFINITIONS

- (1) **"Bid"**: An offer to perform a contract for work and labor or supplying materials or goods at a specified price.
- (2) **"BRPC"**: Baltimore Regional Cooperative Purchasing Committee, which is a part of the Baltimore Metropolitan Council
- (3) **"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.
- (4) **"CPOC"**: Chief Purchasing Officers Committee, which is a part of the Metropolitan Washington Council of Governments.
- (5) **"DGS"**: Maryland Department of General Services
- (6) **"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.
- (7) **"Equivalent"**: Equal in value, force, measure, volume, power, and effect or having equal or corresponding import, meaning or significance.
- (8) **"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.
- (8) **"FOB Origin"**: Title of goods transfer when they leave the supplier's dock.
- (10) **"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.

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- (11) **"MDOT"**: Maryland Department of Transportation
- (12) **"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.
- (13) **"Request for Bids"**: Invitation for bids.
- (14) **"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.
- (15) **"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.
- (16) **"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.
- (17) **"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.
- (18) **"Supplies"**: All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.
- (19) **"Vendor"**: A person who desires to enter into a contract with the AACPS for goods or services.

Section V: BID WORK SHEET
#13CM-105 TEXAS INSTRUMENTS CALCULATORS

Contractor: SchoolMart

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

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.

BID WORKSHEET 1

ITEM	DESCRIPTION	ESTIMATED 2-YEAR QUANTITY	UNIT PRICE	TOTAL PRICE
1.	TI Calculator-Based Ranger 2 (CBR 2), Texas Instruments	50 each	\$ <u>80.44</u>	\$ <u>4022.00</u>
2.	TI-10, Texas Instruments	500 each	\$ <u>9.10</u>	\$ <u>4550.00</u>
3.	TI-10 Teacher Kit – 10 Pack, Texas Instruments	10 each	\$ <u>90.98</u>	\$ <u>909.80</u>
4.	TI-108 Teacher Kit – 10 Pack, Texas Instruments	50 each	\$ <u>35.92</u>	\$ <u>1796.00</u>

Contractor: _____

ITEM	DESCRIPTION	ESTIMATED 2-YEAR QUANTITY	UNIT PRICE	TOTAL PRICE
5.	TI-15 Explorer, Texas Instruments	500 each	\$ <u>11.98</u>	\$ <u>5990.00</u>
6.	TI-15 Teacher Kit – 10 Pack, Texas Instruments	5 each	\$ <u>119.71</u>	\$ <u>598.55</u>
7.	TI-30X IIS, Texas Instruments	20 each	\$ <u>9.96</u>	\$ <u>199.20</u>
8.	TI-30X IIS Bundle, includes: 30 calculators, Texas Instruments 1 overhead calculator, 3 storage caddies, + workbook	5 each	\$ <u>376.22</u>	\$ <u>1881.10</u>
9.	TI-30X IIS Teacher Kit, Texas Instruments	20 each	\$ <u>99.60</u>	\$ <u>1992.00</u>
10.	TI-73 Explorer, Texas Instruments	800 each	\$ <u>57.46</u>	\$ <u>45,968.00</u>
11.	TI-73 SmartView Emulator Software Texas Instruments	50 each	\$ <u>93.06</u>	\$ <u>4653.00</u>
12.	TI-83 Plus, Texas Instruments	250 each	\$ <u>86.19</u>	\$ <u>21,547.50</u>
13.	TI-84 Plus, Texas Instruments	250 each	\$ <u>94.81</u>	\$ <u>23,702.50</u>
14.	TI-84 Plus, EZ-Spot Teacher Packs, Texas Instruments	500 each	\$ <u>948.09</u>	\$ <u>474,045.00</u>
15.	TI-84 Plus, Silver Edition, EZ-Spot Teacher Pack <i>now-EZ-spot</i> Texas Instruments	40 each	\$ <u>1043.85</u>	\$ <u>41,754.00</u>
16.	TI-84 SmartView Emulator Software Texas Instruments	50 each	\$ <u>122.45</u>	\$ <u>6122.50</u>
17.	TI-84 SmartView Emulator Software Concurrent Licenses <i>School-Managed</i> Texas Instruments <i>must purchase 5 at a time</i>	10 each	\$ <u>61.23</u>	\$ <u>612.30</u>
18.	TI-Nspire CX EZ Spot Teacher Pack Texas Instruments	75 each	\$ <u>1302.42</u>	\$ <u>97,681.50</u>
19.	TI-Nspire CX Handheld, Texas Instruments	200 each	\$ <u>119.71</u>	\$ <u>23,942.00</u>

Contractor: _____

ITEM	DESCRIPTION	ESTIMATED 2-YEAR QUANTITY	UNIT PRICE	TOTAL PRICE
20.	TI-Nspire Docking Station Texas Instruments	10 each	\$ <u>105.34</u>	\$ <u>1053.40</u>
21.	TI-Nspire Handheld with Touchpad, Texas Instruments <i>-Discontinued</i>	1000 each	\$ <u>NO BID</u>	\$ <u>NO BID</u>
22.	TI-Nspire Teacher Software Texas Instruments	50 each	\$ <u>122.45</u>	\$ <u>6122.50</u>

\$ 769,142.85
SUBTOTAL A

AACPS anticipates that Participating Entities will spend approximately \$20,000 on Texas Instruments Calculator models not listed in this bid worksheet. Please provide a discount from Manufacturer's List Price for these purchases using the following model/example: \$20,000.00 less discount of 20% = \$16,000.00.

Miscellaneous Expenditures of \$20,000.00 less discount of 10 % = \$ 18,000.00
SUBTOTAL B

Subtotal A + Subtotal B = Grand Total \$ 787,142.85

Price Proposal Compiled by: Jennifer Jones

Jennifer Jones
(Print Name of Individual Signing Form)

BID WORKSHEET 2 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. Contractor shall provide additional discount structure against purchases for certain additional program volume achievements as measured at the end of each contract year. In accordance with Clause 2.6 Reporting, any changes to the discount structure provided under Bid Work Sheet 1 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 item pricing found on Bid work Sheet 1, the lowest pricing shall be offered to all participating entities to this contract.

BASED ON ANNUAL VOLUME INCREASES BY 10%.

- A. Base Bid quantity is exceeded by 10%, 0 % additional discount to be provided for TI Calculators and related software and accessories.
- B. Base Bid quantity is exceeded by 20%, 0 % additional discount to be provided for TI Calculators and related software and accessories.
- C. Base Bid quantity is exceeded by 30%, 0 % additional discount to be provided for TI Calculators and related software and accessories.

NOTE: Under no circumstances shall the application of Program Growth discounts result in a credit back to the school(s) or ordering department(s). Discounts will be taken off of unit pricing provided in Bid Worksheet 1.

Price Proposal Compiled by:

Jennifer Jones

Jennifer Jones

(Print Name of Individual Signing Form)

MID-ATLANTIC PURCHASING TEAM (MAPT)

GENERAL TERMS AND CONDITIONS FOR ALL SOLICITATIONS

Competitive sealed bids or proposals addressed to the purchasing agent of the lead agency for furnishing and delivering the items described in this solicitation will be received at the time, date and place identified herein. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following bid opening date, unless the bidder(s), upon request of the purchasing agent, agree to an extension.

1. INSTRUCTIONS, FORMS, AND SPECIFICATIONS

- 1.1 All bids are to be submitted in duplicate on and in accordance with forms for this purpose which are available at the office of the purchasing agent.
- 1.2 All bids are to be submitted in the special envelope provided by the purchasing office. If a larger envelope is needed, the special envelope should be taped to the front of the envelope used.
- 1.3 Each bid shall be accompanied by a notarized affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the bidder is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Forms for these oaths will be provided to bidders by the purchasing office.
- 1.4 Bid must be typed or written in ink. Erasures or alterations must be initialed in ink. All bids must be signed by a responsible company official and delivered in sealed envelopes, no later than the time and date indicated herein. Bids received after the time and date indicated will be returned unopened.
- 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 within 10 days before the scheduled opening of bids. Exceptions taken do not obligate the purchasing agent to change 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 All official correspondence in regard to the specifications should be directed to and will be issued by the purchasing agent. The purchasing agent will assume no responsibility for oral instructions or suggestions.

2. BID DEPOSIT:

- 2.1 Bid deposit may be required when indicated on bid proposal. Failure to submit the bid deposit, when required, will nullify bid.
- 2.2 When required, bids must be accompanied by a certified check, cashier's check, treasurer's check, U.S. Postal Money Order, or a bid bond.
- 2.3 Bid deposits will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within 10 business days after the award, shall result in the deposit being forfeited to the jurisdiction as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The purchasing agent of the lead jurisdiction shall award all contracts to the lowest responsible and responsive bidder(s) as determined by the purchasing agent. Each participating jurisdiction will issue their own purchase order for their portion of the contract.
- 3.2 Any other consideration for the award will be stated on the specifications.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discount will not be considered in determining a contract award, but will be taken, if possible, at time of payment.
- 4.2 Payment terms with a period of less than 30 days will not be accepted.

5. PERFORMANCE BOND

- 5.1 The successful bidder may be required to give security or bond for the performance of the agreement as determined by the purchasing agent.
- 5.2 Bonds must be issued by a surety licensed to do business in the State of Maryland.

6. RESERVATIONS

- 6.1 The purchasing agent reserves the right to reject any or all bids or parts of bid when, in his/her reasoned judgement, the public interest will be served thereby.
- 6.2 The purchasing agent may waive formalities or technicalities in bids as the interest of the jurisdiction 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 The purchasing agent 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 percentage amount of any such reservation shall be stated in the specifications.
- 6.4 Unless otherwise provided for in the bid documents, the purchasing agent(s) reserve the right to make award(s) on either lump sum basis, individual item basis, or such combination as shall be in the best interest of the BRPC.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 7.2 All items shall be delivered F.O.B. Destination and delivery costs and charges included in the bid.
- 7.3 The purchasing agent reserves the right to levy a per diem charge to the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the bid document, may be invoked at the discretion of the purchasing agent and said sum may taken as liquidated damages and deducted from any compensation due to the vendor.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason.
- 8.2 A bidder may offer a price on only 1 unit. Even though 2 or more units may meet specifications, bidder must determine for themselves which to offer. Submission by a bidder for more than 1 unit shall be sufficient cause for rejection of that specific item.
- 8.3 Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.
- 8.5 If products to be provided to the BRCPC 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 product used by a vendor when providing a service to the BRCPC.

9. INDEMNIFICATION

The vendor shall indemnify and save harmless the participating jurisdictions against or from all costs, expenses, damages, injury, or loss to which said participating jurisdictions may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the participating jurisdictions against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the matter of making, furnishing, and delivering materials/services as called for in the contract documents.

10. INSURANCE

- 10.1 The vendor shall, at all times, maintain and keep in force such insurance as Compensation, Liability, and Property Damage as will protect him from claims under Workmen's Compensation Acts and also such insurance as will protect him and the participating jurisdictions from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of the participating jurisdictions or of the public, which may arise from operations under this contract, whether such operations by the vendor or by any subcontractor or anyone directly or indirectly employed by any of them.
- 10.2 Unless otherwise specified, the amount of liability insurance shall under no circumstances be less than \$100,000.00 for injuries sustained by any 1 persons and \$300,000.00 for injuries sustained by 2 or more person in any 1 accident. The amount of property damage insurance shall not be less than \$100,000.00.

11. DISPUTES

The purchasing agent may request, in writing, the recommendation of the BRCPC using the specifications or other objective source.

12. TERMINATION

- 12.1 Termination for Convenience: Any participating jurisdiction may terminate a contract, in whole or in part, upon giving written notice to the vendor. The participating jurisdiction shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

12.2 Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the contract may be terminated for default and the vendor is not entitled to any costs incurred by the vendor up to the date of termination. The BRCPC will be officially notified of this termination by the participating jurisdiction.

13. PATENT INFRINGEMENT

Vendor agrees to indemnify, protect, and save harmless the participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost, or judgement for patent infringement, arising out of purchase or use of materials, supplies, equipment, or services covered by this contract.

14. ASSIGNMENT

The contract resulting from this selection and the compensation, which may become due hereunder are not assignable except with prior written approval of the BRCPC.

15. FACILITIES

The BRCPC reserves the right to inspect the bidder's facilities at no cost to the BRCPC 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 legislation of each of the participating jurisdictions.

17. FAILURE TO RESPOND

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

18. AVAILABILITY OF FUNDS

The contractual obligation of the BRCPC under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

19. INTERPRETATION

The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

20. INTEGRATION

These bid documents and subsequent purchase order to the successful bidder contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties hereon.

21. SOCIO-ECONOMIC PROGRAMS

Participating jurisdictions have various socio-economic programs, which will be detailed in the bid documents if they are pertinent to the specific solicitation.

TEXAS INSTRUMENTS INCORPORATED
EDUCATION TECHNOLOGY GROUP
CORPORATE POLICY

Warranty Information on Texas Instruments Products Purchased in the United States

TI products purchased in the USA are covered by a one-year warranty based on the date of purchase. Units are warranted against defective materials or workmanship. This warranty is void if the product has been damaged by accident, unreasonable use, neglect, improper service, or other causes not arising from defects in material or workmanship.

If a product is not functioning properly, please call 1-800-TI-CARES (1-800-842-2737) M-TH 8:00 AM - 7:00 PM FRI 10:00 AM - 7:00 PM Central Time to speak to a representative for troubleshooting and/or replacement information or fill out the TI-Cares Customer Assistance form. You **MUST receive a RMA number** from an agent (either by phone or email) before returning a unit to the warehouse. If the unit is sent to the warehouse without a RMA number, the replacement process will be delayed.

In Warranty Return Procedure

For a product covered under warranty, the user will need to send the product, a copy of the receipt and a letter explaining the failure in order to receive a replacement.

Note: Proof of purchase is required to receive an in warranty replacement. Acceptable documents to show proof of purchase include a store receipt, cancelled check or bank card statement.

Out of Warranty Return Procedure

If a unit is out of warranty or a receipt cannot be found, the unit may be replaced out of warranty for a service fee. For a product out of warranty, the user will need to send the product, a check or money order and a letter explaining the failure to receive a replacement. Please fill out the TI-Cares™ Customer Assistance Form or call 1-800-TI-CARES (1-800-842-2737) M-TH 8:00 AM - 7:00 PM FRI 10:00 AM - 7:00 PM Central Standard Time to speak to a representative.

The replacement charge for an out of warranty graphing calculator will range between \$45.00 and \$100.00.

Shipping to the Service Department

TI cannot assume responsibility for loss or damage during incoming shipments. It is recommended that any product sent to the service department be shipped via trackable mail. Send the product only. Please KEEP any accessories that may be needed. Accessories are items such as slide cases, color slide cases, kick stands, manuals, data cables, batteries, etc. The product will be replaced with a reconditioned unit that will be in warranty for the remainder of the original warranty period, or for six months, whichever is longer. Send the inoperable unit to the following address:

Texas Instruments
ATTN: Service Department
13601 Independence Parkway
Suite 200
Fort Worth, TX 76177

Note: Refunds cannot be issued to customers who did not purchase a product directly through TI or for any costs associated with shipping products back.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PSA Insurance & Financial Services 11311 McCormick Road, Ste 500 Hunt Valley MD 21031-8622		CONTACT NAME: Stephanie Truant PHONE (A/C No. Ext): (410) 821-7766 FAX (A/C No.): (410) 828-0242 E-MAIL ADDRESS: struant@psafinancial.com															
INSURED SchoolMart 1424 ODENTON RD. ODENTON MD 21113		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER C: Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co	29424	INSURER B: Hartford Underwriters Ins Co	30104	INSURER C: Hartford Fire Insurance Co	19682	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 13-14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	30SBACU8991	4/27/2013	4/27/2014	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		30UECAQ0241	4/27/2013	4/27/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 2,000
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	30WECL5061	4/27/2013	4/27/2014	WC STATUTORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Business Personal Prop special form - r/c		30SBACU8991	4/27/2013	4/27/2014	\$4,800,000 ded - \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regarding Bodily Injury and Property Damage provided under the General Liability Policy, Board of Education of Anne Arundel County (The Board) AKA Anne Arundel County Public Schools (AACPS) and all of its agents and employees is additional insured if required by written contract for operations of the insured.

CERTIFICATE HOLDER Board of Education of Anne Arundel County Anne Arundel County Public Schools 2644 Riva Road Annapolis, MD 21401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephanie Truant/SMT <i>Stephanie Truant</i>
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