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

ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Request for Bid #16CM-092

***Date of Issue*: February 12, 2016** **Buyer: Juliet R. Hale, CPPB**

***Title*: CARDBOARD BOXES**

Bid Due Date: Bids are due no later than Wednesday, March 2, 2016 at 2:00 pm in the Purchasing Office. The opening is public and shall be conducted 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. 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 bidder is a corporation, then it must be registered in accord with the Corporations and Associations 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 Bidder: CANTWELL-CLEARY CO.

Address: 2100 BEAVER ROAD LANDOVER, MD 20785

Phone: 301.773.9800 Fax: 301.773.9257 eMail: kbanstow@cantwellcleary.com

Federal ID or Social Security Number: 53-0213005 Payment Terms: NET 26

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

Web Address: www.cantwellcleary.com MD Dept. of Assess. & Taxation # D000708 13

eMaryland Marketplace #: 285347 Date Bid Submitted: MARCH 2, 2016

Signature of Bidder: [signature]

Printed/Typed Name and Title: Thomas Cleary VP Operations

Accepted by AACPS Supervisor of Purchasing: [signature]

Date: 3/17/16

Award Limitations:

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
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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 Bidder: CANTWELL-CLEARY CO.

Address: 2100 BEAVER ROAD LANDOVER, MD 20785

Phone: 301-773-9800 Fax: 301-773-9257 eMail: kbarstow@cantwellcleary.com

Federal ID or Social Security Number: 53-0213005 Payment Terms: NET 20

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

Web Address: www.cantwellcleary.com MD Dept. of Assess. & Taxation # D00070813

eMaryland Marketplace #: 285342 Date Bid Submitted: MARCH 2, 2016

Signature of Bidder: Kevin Barstow

Printed/Typed Name and Title: KEVIN BARSTOW - SALES PERSON

Accepted by AACPS Supervisor of Purchasing: _____

Date: _____

Award Limitations: _____

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Section I: GENERAL INFORMATION

1. GENERAL

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

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

2. NO OBLIGATION

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

3. RESPONSE INSTRUCTIONS

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

4. REJECTION/CANCELLATION OF RFB

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

5. PRICE GUARANTEE

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

6. EXCEPTIONS

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

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

7. SUBMITTALS

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

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

8. LATE BIDS

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

9. BID WITHDRAWAL

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

10. COST OF BIDDING

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

11. COOPERATIVE PURCHASING CLAUSE

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

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

12. PROTESTS

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

13. REGISTRATION

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

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

14. COMPETITIVE SEALED BID PROCESS

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

15. ANTI-BRIBERY

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

16. SITE INSPECTION

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

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

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

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

19. TOBACCO PRODUCTS DRUG-, ALCOHOL-, AND TOBACCO-FREE WORK ENVIRONMENTS
The use of Drug, Alcohol, and Tobacco products is not permitted on school property.
Referencing AACPS Board Policy GAC-RA—Drug-, Alcohol-, and Tobacco-Free Work Environments and Code of Maryland Regulations (COMAR) 13A.02.04, Tobacco-Free School Environment, require AACPS to maintain drug-, alcohol-, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination.

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

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

22. SEX OFFENDER NOTIFICATION

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

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

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

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

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

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

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

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

23. ACCESS TO PUBLIC RECORDS ACT

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

24. GIFTS

In accordance with Board Policy Code BAF, contractors/vendors are hereby notified that the giving or offering a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/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 $20 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict or interest as determined by the Ethics Panel. For purposes of this section, gift includes the transfer of any service or thing of economic value regardless of form without adequate and lawful consideration.

25. eMarylandMarketplace REGISTRATION

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

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

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

_____1. **Return entire, original document including Title Page, Specifications, Addendums, and Bid Work Sheet.** One paper copy and one electronic copy provided on a flash drive or CD are required.

_____2. Qualification/Experience Questionnaire

_____3. Financial Statement

_____4. Certificate of Insurance as described in § 12 of the Bid Specifications (upon award)

_____5. If applicable - Specification/Data Sheets for proposed equivalent items

_____6. If applicable - List of Deviations between specified items and proposed equivalent items

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

Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: GANTWELL-CLEARY CO – KEVIN BORSTOW

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

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

How many years has your firm been in the business of providing similar services/scope of work under your present legal name? 102 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: ANNE ARUNDEL COUNTY PUBLIC SCHOOLS Address: 2644 RIVA RD. ANNAPOLIS, MD 21401
Contact Person:
Value: $_____ Phone Number: 410.222.5178

B. Name: PRINCE WILLIAM COUNTY PUBLIC SCHOOLS Address: P.O. BOX 389, MANASSAS, VA 20108
Contact Person: SHERRY JONES
Value: $_____ Phone Number: 703.791.8096

C. Name: Address:
Contact Person:
Value: $_____ Phone Number:

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
POLARIS	6675 AMBERTON DRIVE SUITE 1 ELKRIDGE, MD 21075	443.463.1704	jim.toomey@polaris-logistics.com	JIM TOOMEY
SCIENTIFIC SPECIMENS SERVICES	7261 STANDARD DRIVE HANOVER, MD 21076	443.561.2215	eric@sclspec.com	ERIC SPEARS

4. What is your Dunn and Bradstreet Rating? 00-325-2707

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

A. Full Time basis? 66 B. Part Time basis? _____

6. Has your organization performed any contract for any Department, Board, Administration, Agency, organization of the State of Maryland or Anne Arundel County Government over the last five (5) years other than those listed in Section 2? (Please list names, addresses, dates and the Government employee responsible for accepting the work). MARYLAND CORRECTIONAL ENTERPRISES - 7275 WATERLOO ROAD JESSUP, MD 20794 MICHELLE BALDWIN - 2010, 2011, 2012, 2013 AND CURRENT

7. Has your company or any of its officers ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, or liquidated damages arising out of poor or non-performance? Explain. NO

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

NO

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

NO

10. Is any part of the service or product provided under this solicitation purchased or made outside the United States? Explain. NO

11. Please provide details of how your company is reducing its carbon footprint in the following areas. Use additional pages, if necessary and provide descriptions of any additional steps to sustainability that you have taken.

- Reduction of air, soil, and water pollution:

  N/A

- Conservation of resources and energy: SMART LIGHTING SYSTEM THROUGHOUT WAREHOUSE PULP AND POLY RECYCLE PROGRAM

- Improvement in environmental regulations and goals:

  N/A

- Improvement in public and occupational health and safety: WAREHOUSE TRAINING AND CERTIFICATIONS

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 9TH day of MARCH 2016.

Name of Organization: CANTWELL-CLEARY CO.

By: [signature]

Therese Cleary
(Print Name)

Title: VP Operations

Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: CANTWELL- CLEARY CO- KEVIN BARSTOW

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

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

How many years has your firm been in the business of providing similar services/scope of work under your present legal name? 102 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: Address:
Contact Person:
Value: $_____ Phone Number:

B. Name: Address:
Contact Person:
Value: $_____ Phone Number:

C. Name: Address:
Contact Person:
Value: $_____ Phone Number:

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

4. What is your Dunn and Bradstreet Rating? _____

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

A. Full Time basis? 66 B. Part Time basis? _____

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

7. Has your company or any of its officers ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, or liquidated damages arising out of poor or non-performance? Explain. No

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

No

9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain. No

10. Is any part of the service or product provided under this solicitation purchased or made outside the United States? Explain. No

11. Please provide details of how your company is reducing its carbon footprint in the following areas. Use additional pages, if necessary and provide descriptions of any additional steps to sustainability that you have taken.

- Reduction of air, soil, and water pollution:
- Conservation of resources and energy:
- Improvement in environmental regulations and goals:
- Improvement in public and occupational health and safety:

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 2ND day of MARCH 2016.

Name of Organization: CARTWELL-CLEARY Co.

By: Kevin Barstow

KEVIN BARSTOW
(Print Name)

Title: SALES PERSON

Section III: SPECIFICATIONS

1. SCOPE

Anne Arundel County Public Schools, herein called AACPS, is contracting for all labor, supervision, materials, and equipment, necessary to provide Cardboard Boxes and Related Items in accordance with the attached terms, specifications, and general conditions. **This is not a one-time delivery.** Delivery shall be on an **"as needed, as requested" basis.** Generally, boxes are ordered in large quantities, but there is no guarantee as to quantity per order. Boxes shall be new and of good quality.

2. CONTRACTOR'S RESPONSIBILITY

2.1 General

Contractor shall deliver cardboard boxes as described herein to the AACPS Operating Warehouse on an as-needed, as-requested basis. Only new products will be accepted. While a manufacturer's name and model may be provided, it is intended to establish minimum requirements and not to exclude any equivalent equipment deemed acceptable by AACPS.

2.2 Ordering

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

2.3 Delivery

Bidders shall state, on the Price Proposal Work Sheet, the number of calendar days required to deliver the equipment to the ordering AACPS location following receipt of an AACPS authorized order. Notification of delivery shall be given at least forty-eight (48) hours prior to actual delivery. Notification shall be given to Brian Dorsey at (410) 222-3861.

Deliveries shall be made to:

Anne Arundel County Public Schools
Operations Supply Warehouse
8307 Grover Road
Millersville, MD 21108
410-222-3861

Delivery shall be scheduled with Mr. Brian Dorsey @ 410-222-3861. Delivery shall be within ten (10) working days after receipt of order authorized AACPS order. When delivery is not made within the specified time frame, AACPS reserves the right to purchase the items elsewhere and deduct any additional costs incurred from monies due or which may become due the Contractor. Delivery hours shall be 8:00 am to 2:00 pm daily. No Saturday, Sunday, or school holiday deliveries shall be accepted. Vendors are encouraged to visit the AACPS website @ www.aacps.org to become familiar with scheduled and non-scheduled closings. Drop shipments to various locations may be requested on occasion and shall be coordinated with Warehouse personnel.

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

2.4 Literature/Samples
Bidders shall provide descriptive literature and samples with the Bid Worksheet if proposing products other than those specified. AACPS reserves the right to determine acceptability of proposed products. Failure to provide descriptive literature and samples as specified may be cause for rejection of Bid.

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

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

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

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

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

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

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

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.

The Real ID Act of 2005 takes effect on 19 January 2015. Those with Driver's License or State ID from Arizona, Louisiana, Maine, Oklahoma, and American Samoa, and those with New York, Minnesota and Washington State that do not have a GOLD Star on top right corner; will not be allowed access to the installation without an additional acceptable picture ID such as a passport.

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.

Starting July 1, 2015, all visitors to the Fort Meade Installation, including contractor personnel, must submit to a background check to gain access to the Installation. NO EXCEPTIONS.
All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools must obtain the necessary access credentials through the Installation's Visitor Control Center at
Visitor Control Center
902 Reece Road
7:30 a.m. to 3:30 p.m., Monday through Friday
(301) 677-1064 or (301) 677-1065
Contractor personnel must submit a Form 192 and present the following forms of identification in order to obtain an ID badge:

1) A State-issued identification card (e.g. driver's license);
2) Original social security card (photocopy not acceptable); and
3) Original birth certificate or passport as proof of citizenship. Contractor personnel not born U.S. citizens will be required to provide immigration documentation.

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

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

2.8 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. AACPS RESPONSIBILITY

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

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

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

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

(1) No inspector other than the Supervisor of Purchasing may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.
(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.
(3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

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

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

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

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

4. QUANTITIES

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

5. DURATION OF CONTRACT

Once awarded, the contract shall remain in force and effect for a period not to exceed one (1) year from the date of award. Upon completion of this initial term, the contract shall terminate.

6. SURETY

Reserved

7. INSURANCE REQUIREMENTS

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

Commercial General Liability

At least $1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.** On all Commercial General Liability Insurance policies the **Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all 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 overall goal of AACPS that Minority Business Enterprises certified by the Maryland Department of Transportation and Small Businesses certified by the Maryland Department of General Services participate in a minimum of fifteen (15) percent of the total dollar value of the Department's construction, supply and service procurements.

Certified **MBE subcontract participation** goal of **0 percent** of the contract has been established for this procurement. The Bidder agrees that, unless a formal waiver is requested and is granted, 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.

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. Registration and small business certification can be found through the eMarylandMarketplace website: https://emaryland.buyspeed.com/bso. For additional information, please contact AACPS's Minority and Small Business Enterprise Office, Esther Avery at 410-222-5130 or Lilliette Rivera at 410-222-5131.

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. <u>INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS</u>

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. <u>AGENT CERTIFICATION</u>

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 OFASBESTOS 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 Verification of No (ACBM) in Products-Construction Materials Form.

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

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

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

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

Section V: BID WORK SHEET
#16CM-092

Contractor:_____

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

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

3. The use of brand names shall be interpreted as follows:
   a. Brand names used with the "or equivalent" clause are intended to be descriptive and not restrictive. Bids may be considered on models or brands or products of manufacturers other than those specified provided the documentation or samples required are provided with your response.

   b. Brand names that do not use the words "or equivalent" after them are to be considered the only brands acceptable to AACPS.

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

4. AACPS retains the right to negotiate a lower cost if volume purchases warrant such action.

5. The quantities listed below are estimates for evaluation purposes only unless otherwise stated herein.

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Carton, Corrugated 18" x 12" x 12", single wall Flap top, kraft color Bursting Test 200 lbs. per square inch / Minimum Edge Crush 32 (see pictures on Attachment A for reference only)	40,000 each	$ .67	$ 26,800.00
2.	Carton, Corrugated w/lid 12 ½" x 15 ½" x 10", single wall, Open top, side cut-out for handles, kraft color Lid is separate piece (but included) Bursting Test 200 lbs. per square inch / Minimum Edge Crush 32 (see pictures on Attachment A for reference only)	1,500 each	$ 1.05	$ 1,575.00

Contractor:_____

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL PRICE
3.	Carton, Corrugated Half Slotted Carton 48" x 40" x 48", open top Triple wall, kraft color Minimum Edge Crush 67 (see pictures on Attachment A for reference only)	200 each	$23.15	$4,630.00

GRAND TOTAL ITEMS 1 THRU 3 $ 33,005.00

Delivery can be made within 1-2 days of authorized AACPS order.

Price Proposal Compiled by: Kevin Barstow

KEVIN BARSTOW - SALES PERSON
(Print Name and Title of Individual Signing Form)

DEFINITIONS

(1) **"Bid"**: An offer to perform a contract for work and labor or supplying materials or goods at a specified price.

(2) **"Contractor"**: One who contracts to do work for another. The term is strictly applicable to any person who enters into a contract, but is commonly reserved to designate one who, for a fixed price, undertakes to procure the performance of works or services, or the furnishing of goods, whether for the public or a company or individual.

(3) **"DGS":** Maryland Department of General Services

(4) **"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.

(5) **"Equivalent"**: Equal in value, force, measure, volume, power, and effect or having equal or corresponding import, meaning or significance.

(6) **"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.

(7) **"FOB Origin"**: Title of goods transfer when they leave the supplier's dock.

(8) **"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.

(9) **"MDOT"**: Maryland Department of Transportation

(10) **"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.

11) **"Request for Bids"**: Invitation for bids.

(12) **"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.

(13) **"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.

(14) **"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.

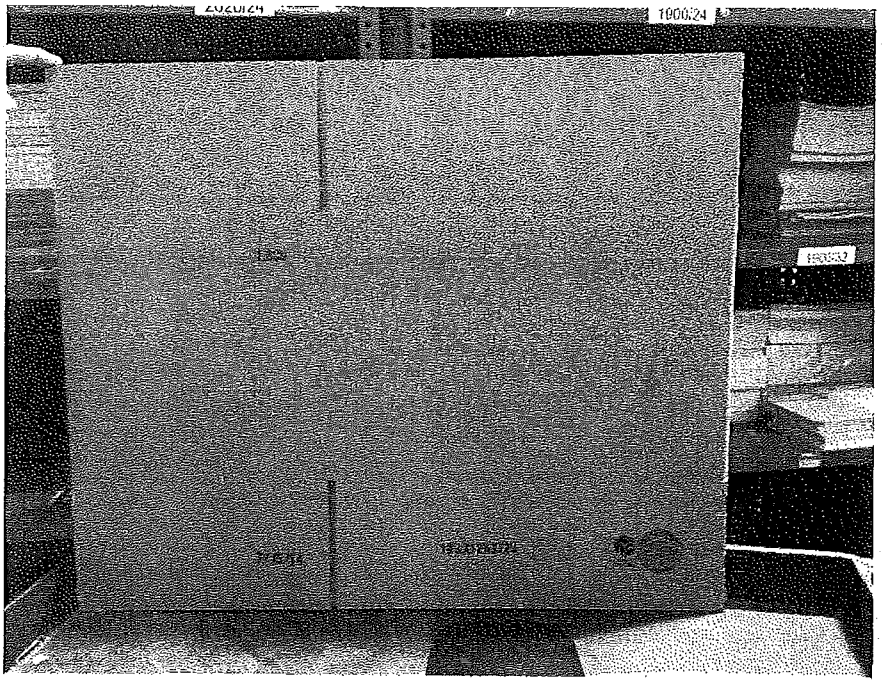
(15) **"Services"**: The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.

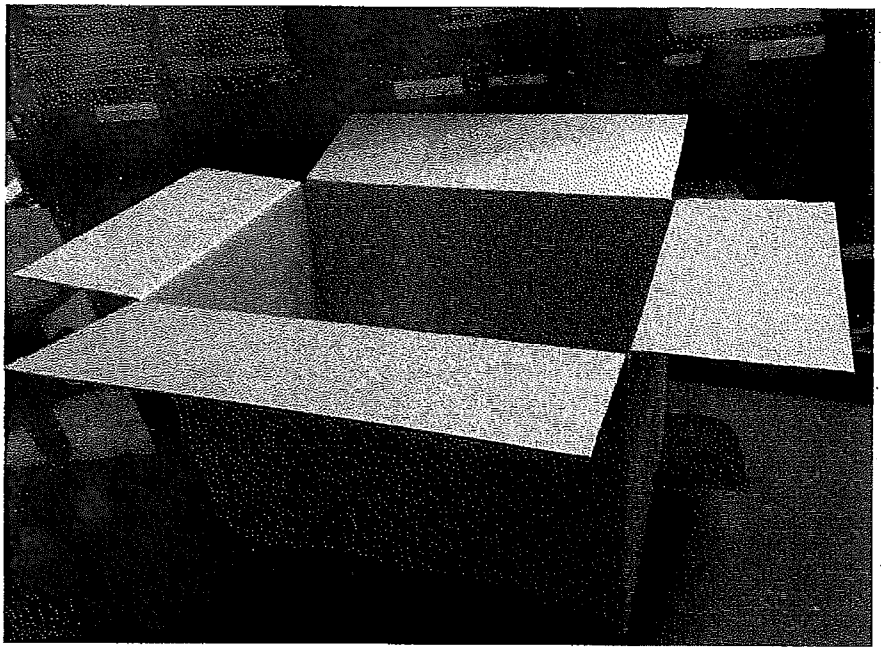
(16) **"Supplies"**: All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.

(17) **"Vendor"**: A person who desires to enter into a contract with the AACPS for goods or services.

ATTACHMENT A

Item #1 (Pictures for reference only)





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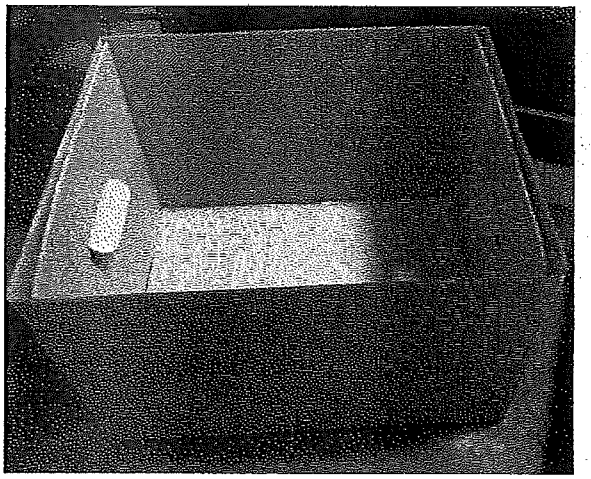
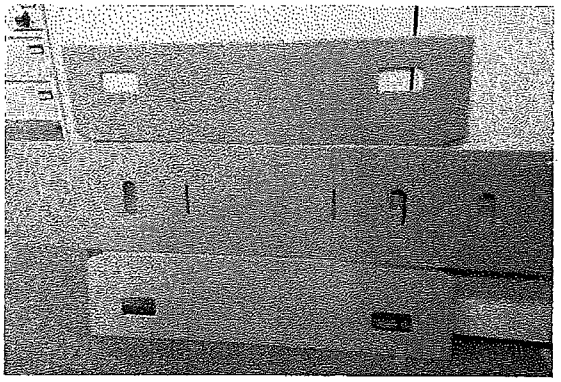
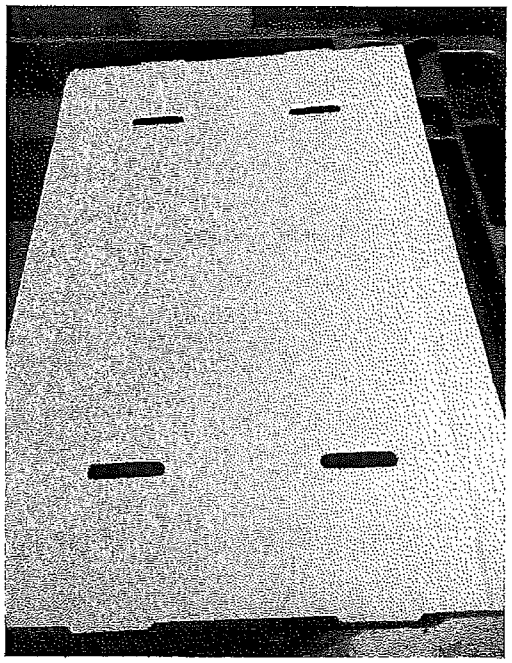
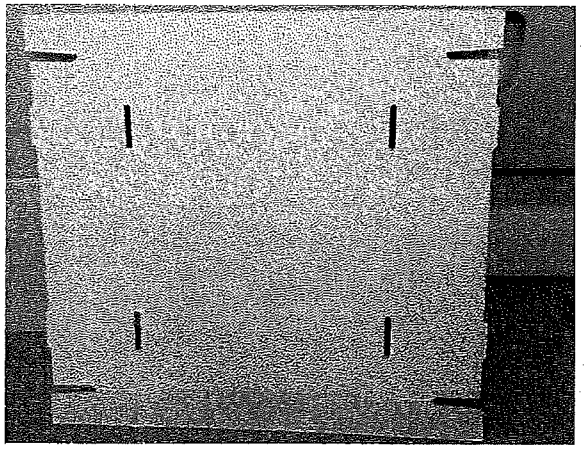
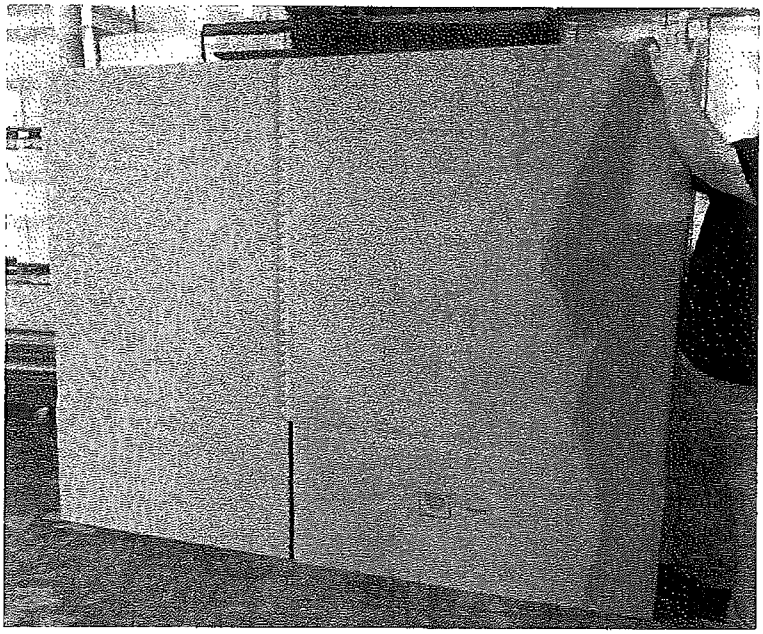








Item #3 (Pictures for reference only)



16CM-092 Cardboard Boxes

Buyer Initial's

	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Vendor		**Cantwell-Cleary Co., Inc.**		Atlas Container Corp.		D&D Installations	
Carton, Corrugated 18" x 12" x 12", single wall, Flap top, kraft color 200 lb.	40,000	**$0.67**	**$26,800.00**	$0.69	$27,600.00	$3.25	$130,000.00
Carton, Corrugated w/lid 12 ½" x 15 ½" x 10" single wall, Open top, side cut-out for handles, kraft color, 200 lb.	1,500	**$1.05**	**$1,575.00**	$1.07	$1,605.00	$2.75	$4,125.00
Carton, Corrugated Half Slotted Carton 48" x 40" x 48" Triple wall, kraft color, 67ECT	200	**$23.15**	**$4,630.00**	$26.20	$5,240.00	$62.00	$12,400.00
Total Cost			**$33,005.00**		$34,445.00		$146,525.00

	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Vendor		Mega Builders Inc.		Veritiv		Willard Packaging Co. Inc.	
Carton, Corrugated 18" x 12" x 12", single wall 200 lb.	40,000	$4.35	$174,000.00	$0.74	$29,600.00	$0.69	$27,600.00
Carton, Corrugated w/lid 12 ½" x 15 ½" x 10" single wall, 200 lb.	1,500	$3.50	$5,250.00	$1.98	$2,970.00	$1.05	$1,575.00
Carton, Corrugated Half Slotted Carton 48" x 40" x 48" Triple wall, 67ECT	200	$6.00	$1,200.00	$46.00	$9,200.00	$20.86	$4,172.00
Total Cost			$180,450.00		$41,770.00		$33,347.00

Bold indicates awardee