

**ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS**

2644 Riva Road, Annapolis, MD 21401 | 410-222-5000 · 301-970-8644 (WASH) · 410-222-5500 (TDD) | www.aacps.org

January 20, 2016

Mr. Kurt Becker
Becker's School Supplies
1500 Melrose Highway
Pennsanken, NJ 08110-1410

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #4

Dear Mr. Becker:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

KURT W. BECKER - TREASURER

Print Name and Title

Kurt W Becker

Signature

4/6/2016

Date

APPROVED BY AACPS Supervisor of Purchasing:

Mary Jo Childs

Mary Jo Childs, Esq., CPPO, CPCM

Internal Use Only

Date: 4/2/16



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January 20, 2016

Mr. Kris Snow
Demco, Inc.
4810 Forest Run Road
Madison, WI 53704

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #4

Dear Mr. Snow:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

Michael J Wygocki, Lead Contract Administrator
Print Name and Title

Signature

January 21st, 2016

Date

APPROVED BY AACPS Supervisor of Purchasing:

Mary Jo Childs, Esq., CPPO, CPCM
Internal Use Only Date: 2/1/16



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January 20, 2016

Ms. Tamby Peterson
Dick Blick Company
PO Box 1267
Galesburg, IL 61402

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #6

Dear Ms. Peterson:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

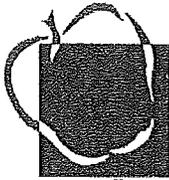
Please acknowledge receipt by your signature below.

Tamby Peterson, Senior Contract + Bid Specialist
Print Name and Title

Tamby Peterson
Signature

1/25/16
Date

APPROVED BY AACPS Supervisor of Purchasing:
Mary Jo Childs Date: 1/28/16
Mary Jo Childs, Esq., CPPO, CPCM
Internal Use Only



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January 20, 2016

Ms. Carolyn Vanco
Coordinator, Catalog Bids
ETA/Hand 2 Mind
500 Greenview Court
Vernon Hills, IL 60061

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #6

Dear Ms. Vanco:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

Carolyn Vanco

Print Name and Title

Signature

1/29/16

Date

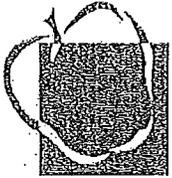
Carolyn Vanco
Catalog Bids Coordinator

500 Greenview Court
Vernon Hills, IL 60061

847.985.5177 direct
800.445.5985 customer service
847.281.2513 fax
cvanco@hand2mind.com



APPROVED BY AACPS Supervisor of Purchasing:
Mary Jo Childs Date: 2/8/16
Mary Jo Childs, Esq., CPPQ, CPCU
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January 21, 2016

Ms. Kate Shelton
Contract Development Specialist
Kaplan Early Learning Company
PO Box 609
Lewisville, NC 27023

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #6

Dear Ms. Shelton:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

KATE SHELTON BIDS/CONTRACTS MANAGER
Print Name and Title

Kate Shelton
Signature

1/21/16
Date

APPROVED BY AACPS Supervisor of Purchasing:
Mary Jo Childs Date: 1/22/16
Mary Jo Childs, Esq., CPPO, CPCM
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January 21, 2016

Mr. Jeff Pistner
VP of School Marketing
Kurtz Bros.
400 Reed Street
PO Box 392
Clearfield, PA 16830

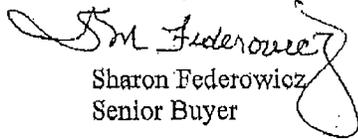
Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #7

Dear Mr. Pistner:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

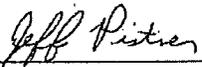
If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

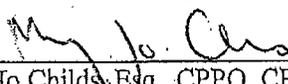

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

Jeff Pistner - VP of School Marketing
Print Name and Title


Signature

January 21, 2016
Date

APPROVED BY AACPS Supervisor of Purchasing:
 Date: 1/21/16
Mary Jo Childs, Esq., CPPO, CPCM
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January 21, 2016

Ms. Tery Amaya
Lakeshore Learning Materials
Bid Analyst
Lakeshore Learning Materials
2695 E. Dominguez Street
Carson, CA 90895

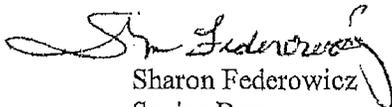
Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #7

Dear Ms. Amaya:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

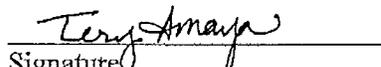
If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

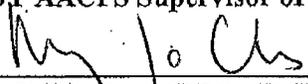

Sharon Federowicz
Senior Buyer

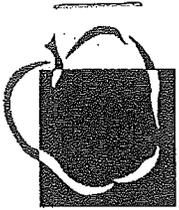
Please acknowledge receipt by your signature below.

Tery Amaya, Bid Analyst
Print Name and Title


Signature

1/21/2016
Date

APPROVED BY AACPS Supervisor of Purchasing:

Mary Jo Childs, Esq., CPPO, CPCM
Internal Use Only Date: 1/22/16



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January 21, 2016

Ms. Leslie Wilmot
Sales Coordinator
Medco Supply Company
500 Fillmore Avenue
Tonawanda, NY 14150

JAN 29 REC'D
RECEIVED

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #4

Dear Ms. Wilmot:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

Leslie Wilmot Sales Coordinator
Print Name and Title

Leslie Wilmot
Signature

1/29/16
Date

FEB 5 2016 AM 11:36

APPROVED BY AACPS Supervisor of Purchasing:

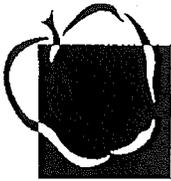
Mary Jo Childs
Mary Jo Childs, Esq., CPPO, CPCM
Internal Use Only

Date: *2/5/16*

WHEN ORDERING
YOU MUST REFER TO

QUOTATION

No. 86575



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

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January 21, 2016

Mr. Dave Johnson
Nasco
901 Jamesville Avenue
PO Box 901
Fort Atkinson, WI 53538-0901

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #5

Dear Mr. Johnson:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

Dave Johnson, Manager of Contract Sales

Print Name and Title

Signature

Date

2.4.2016

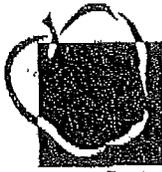
APPROVED BY AACPS Supervisor of Purchasing:

Mary Jo Childs, Esc., CPPO, CPCM
Internal Use Only

Date:

2/4/16

Original
Trading



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COUNTY PUBLIC SCHOOLS

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January 21, 2016

Ms. Joan Squire
Bid Department
Customer Service Specialist
4206 South 108th Street
Omaha, Nebraska 68137

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #6

Dear Ms. Squire:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

Cydney LeDesma, Bid Supervisor

Print Name and Title

Signature

1/22/16
Date

May 10 Chris 2/12/16

APPROVED BY AACPS Supervisor of Purchasing	
Mary Jo Childs Esq. EP/O. EP/M	Date
Internal Use Only	



**ANNE ARUNDEL
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January 20, 2016

Mr. Michael Anderson
Pocket Nurse
610 Frankfort Road
Monaca, PA 15061-2218

Re: Exercise Option on Contract 06CM-077
Materials of Instruction Catalog Discount Program
Modification #2

Dear Mr. Anderson:

Anne Arundel County Public Schools hereby exercises the option to renew the above referenced contract for a period of one year (April 1, 2016 through March 31, 2017) according to Section 6 of the contract. All other terms and conditions remain the same.

If you have any questions, please do not hesitate to give me a call at 410-222-5170.

Sincerely,

Sharon Federowicz
Senior Buyer

Please acknowledge receipt by your signature below.

Michael T. Anderson, Major Account Manager

Print Name and Title

Signature

1/22/16

Date

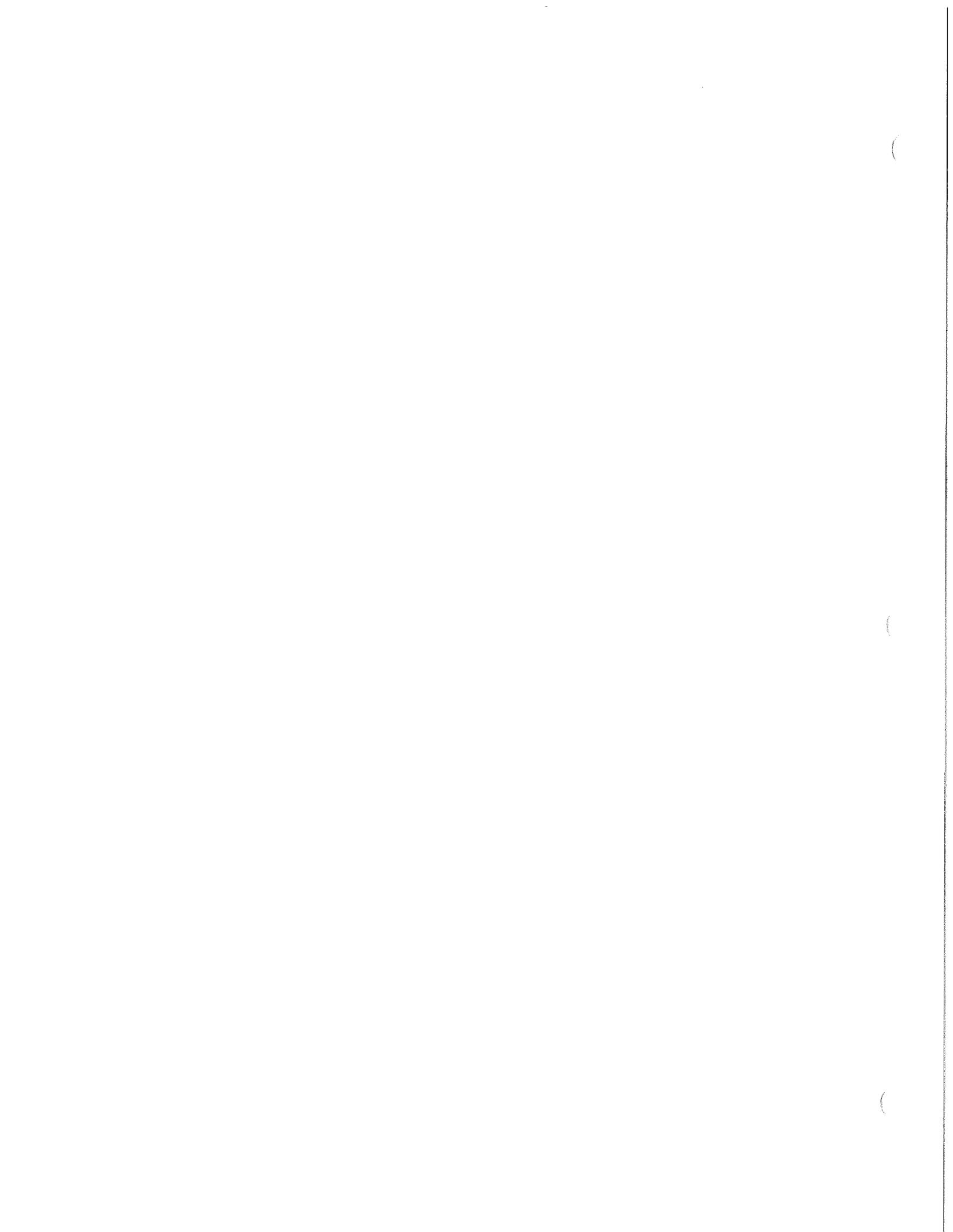
Please see attached Addendum

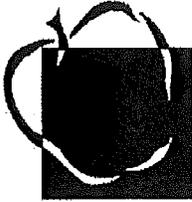
APPROVED BY AACPS Supervisor of Purchasing:

Mary Jo Childs, Esq., CPPO, CPCM

Internal Use Only

Date: 2/1/16





**BOARD OF EDUCATION OF ANNE ARUNDEL COUNTY
PURCHASING OFFICE
REQUEST FOR INFORMATION
SOLICITATION REFERENCE NO. 06CM-77
TITLE: Materials of Instruction Catalog Discount Program**

ISSUE DATE: February 9, 2016

The Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools ("AACPS") is soliciting for vendors to join the Materials of Instruction Catalog Discount Program to provide all necessary supplies, materials, equipment, labor and supervision required to provide the services for the above titled solicitation, as more fully described herein. Services shall be performed in accordance with the attached specifications, terms, general conditions, and prints (if any).

BACKGROUND: Anne Arundel County Public Schools has established a discount structured contract with various suppliers of consumable materials of instruction. Materials of instruction are an essential tool in the classroom that supplements any given school districts' **approved basic text**. Much of this material is common between schools and school districts but because it is purchased in (usually) small dollar amounts from a wide variety of suppliers, it is not easily identified on an item basis. For this reason, a RFI has been developed to select a variety of responsive and responsible suppliers.

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

If further information is required, contact Sharon Federowicz at the AACPS Purchasing Office using 410-222-5170 or sfederowicz@aacps.org

NOTE: MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFI.

NAME OF RESPONDENT	FRANKLIN'S TOYS		
ADDRESS	558 A RITCHIE HWY SEVERNA PARK, MD 21146		
PHONE #	410-544-1747	FAX #	410-544-5799
E-Mail	FRANKLINTOYS@GMAIL.COM		
FEDERAL TAX I.D. NO. OR SOCIAL SECURITY NO.	30-0569796		
MDOT MBE CERTIFICATION NO.		INVOICE PAYMENT TERMS	NET 30

DATE BID SUBMITTED	2/17/2016
SIGNATURE OF RESPONDENT	<i>Jeff Franklin</i>
PRINTED/TYPED NAME & TITLE	JEFF FRANKLIN, PRESIDENT
ACCEPTED - AACPS SUPERVISOR OF PURCHASING	<i>My Jo Cho</i> 2/18/16

Section I: INSTRUCTIONS TO RESPONDENTS

1. GENERAL

Familiarize yourself with the Request for Information (RFI). Familiarize yourself with the Instructions to Respondents, Check off List, Specifications, Qualifications, Mandatory Terms and Conditions, Price Proposal Work Sheet, Experience Questionnaire, Plans (if any) and Site Conditions.

2. NO OBLIGATION

This inquiry implies no obligation on the part of the Anne Arundel County Public Schools.

3. RESPONDENT'S AGENT

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

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

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

4. BILLING

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

5. 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 RFI. 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.

6. 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.

7. NON HIRING OF EMPLOYEES

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

8. NONDISCRIMINATION IN EMPLOYMENT

The Contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of race, sex, age, national origin, religion, disability or socioeconomic status in matters affecting employment.

9. DISPUTES

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies DEC and Regulations DEC-RA. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Supervisor of Purchasing decision.

10. PROTESTS

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. CHILD SEX OFFENDER NOTIFICATION

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

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

To assist you in identifying convicted child sex offenders, the Purchasing Office has the list of convicted child 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.

20. 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.

21. BID SUBMISSIONS

Reserved

22. SITE INSPECTION

Reserved

23. 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.

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. MODIFICATIONS AND AMENDMENTS

Amendments and/or Modifications to this Agreement shall be made only with the express written concurrence with both parties.

26. TIME IS OF THE ESSENCE

27. BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE

This Request for Information is being offered through the Baltimore Regional Cooperative Purchasing Committee (BRPC). The lead agency for this RFI is Anne Arundel County Public Schools. Attachment #1 represents the BRPC General Terms and Conditions for all solicitations, and is hereby incorporated herein. In areas of conflict between AACPS terms and conditions and those of BRPC, bidder shall rule in favor of AACPS. Each participating district will be solely responsible and liable for contracting for their requirements under this solicitation, in accordance with the Request for Information.

Section II: QUALIFICATIONS/EXPERIENCE QUESTIONNAIRE
Section II: Qualifications/Experience Questionnaire/Affidavit

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By: FRANKLIN J TOXS

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 five (5) years of experience in providing Materials of Instruction 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.

1. How many years has your firm been in the business of providing similar services/scope of work under your present legal name? 7 Years of relevant experience 37
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. Project: STRUCTURED PLAY Date of Substantial Completion: 10/15
Address: _____
School District: ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
Contact Person: HOLLY CLARK Phone Number: 410-266-3306
Company Name: _____
Open Punch List: Yes No Value: \$ 30,000

B. Project: _____ Date of Substantial Completion: _____
Address: _____
School District: _____
Contact Person: _____ Phone Number: _____
Company Name: _____
Open Punch List: Yes No Value: \$ _____

C. Project: _____ Date of Substantial Completion: _____
Address: _____
School District: _____
Contact Person: _____ Phone Number: _____
Company Name: _____
Open Punch List: Yes No Value: \$ _____

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
HOLLY CLARK	2644 RIVA RD	410-266-3306	hclack@aacps.org	
ELIZABETH ELDER	ANNAPOLIS, MD 21401	410-787-7317	eelder@aacps.org	

4. What is your Dunn and Bradstreet Rating? _____

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

A. Full Time basis? 6 B. Part Time basis? 17

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).

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

10. Is any part of the service or product provided under this solicitation purchased or made outside the United States? 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 12TH day of FEBRUARY 2016.

Name of Organization: FRANKLIN'S TOYS

By: Jeff Franklin

JEFF FRANKLIN

(Print Name)

Title: PRESIDENT

Section III: SPECIFICATIONS

1. SCOPE

Anne Arundel County Public Schools (AACPS) as the lead agency for the Baltimore Regional Cooperative Purchasing Committee (BRPC) is issuing a Request for Information as defined below. Award may be recommended for any and all suppliers that meet the service standards defined herein. AACPS reserves the right to not award to any supplier that does not provide a professional, quality, and aggressive pricing proposal to deliver the services described herein. AACPS reserves the right to entertain submittals for further catalog discounts when it has been determined that said discounts would be beneficial and in the best interests of all parties to include but not limited to BRPC.

DEFINITION: Materials of Instruction is hereby defined as materials other than textbooks essential to the development of skills and content specified in curriculum documents. These basic instructional materials fulfill the purpose of basic texts and include, but are not limited to, software, laser discs, optical discs, CD-ROMs and digital videos, videos, audio tapes and CDs, manipulatives, kits, short expository texts, and collections of patterned and predictable big books and small books for primary readers.

For purposes of this RFI the words "Contractor" and "Supplier" shall mean the firm that is responding to this solicitation. Participating School Districts shall minimally include Anne Arundel County, Baltimore County, Baltimore City, Carroll County, Howard County, Harford County, and maximally include all school districts/systems, both public and private, within the State of Maryland, and secondarily the continental United States. Those that have been identified specifically have participated in meetings to identify and evaluate this project. Extension of this contract to school districts/systems outside of the State of Maryland AND within the continental United States is at the discretion of the contractor.

2. CONTRACTOR RESPONSIBILITY

- 2.1 **GENERAL:** Contractor shall be a supplier of materials of instruction to public and private school districts.
- 2.2 **CATALOG:** Contractor shall produce a catalog at their own expense that displays and describes the materials of instruction that they have to offer to participating school districts. The catalog should be in color, provide a picture of the product offered, and a full description of the product offered. Each product offered shall have a product number associated with it and the suggested list price. AACPS does not expect a special and/or separate catalog will be produced for participating school districts. The Contractor's normally produced catalog is acceptable.
- 2.3 **INVENTORY:** Contractor shall carry a sufficient inventory of all materials of instruction offered in their catalog. Sufficient inventory is hereby defined as deliveries are accomplished within 3-10 days upon receipt of a legitimate purchase vehicle such as, a purchase order, procurement card, or sub-order
- 2.4 **DELIVERY:** Contractor shall deliver all orders FOB Destination Freight Included. Deliveries shall be inside only and accepted during normal working hours as defined by each participating school district.
- 2.5 **MARKETING:** Contractor is solely responsible for the marketing of any contract that may be awarded as a result of this RFI. Minimum marketing requirements under this RFI include distribution of at least one catalog to every school within the participating school district. The catalog shall be properly labeled on the outside, in a clear manner, that the contractor was awarded a contract under this RFI, and detail the associated discount structure including contract expiration date, any minimum order amount, and supplier's phone and fax number to be used to place orders. A sample is provided as Attachment #2.

After Contractor's initial distribution of catalogs, contractor shall provide additional catalogs on demand from the schools and on an annual basis when the Contractor's new and/or replacement catalog is produced.

2.6 PRICING: Contractor shall maintain the discount structure over the duration of the contract. Specific product pricing found in the catalog is expected to change with market conditions, however, changes in product pricing shall only be acceptable when Contractor's new, annual catalog is reprinted and distributed to the participating school districts. When an annual catalog is produced and distributed, prices contained therein shall remain Firm over the duration of that catalog year. Only when contractor has distributed the new/annual catalog to the participating school districts will AACPS accept changes in the product pricing.

2.7 SALES REPRESENTATION: Contractor shall have a sales representative assigned to the participating school district. The sales representative shall be fully capable of discussing the products in detail that are offered in contractor's catalog. From time to time, a teacher may want to see a sample of the product offered, and the sales representative shall accommodate that request within a reasonable amount of time.

2.8 REPORTS: Contractor shall produce a usage report by product for each participating school district AND a cumulative usage report for the lead purchasing agency, AACPS. The usage report shall provide detail of the buying habits of each school in the participating school districts, and the district as a whole.

2.9 AUTOMATION: Contractor shall maintain a web-site and be capable of accepting electronically transmitted orders. The web-site shall minimally display products available in their catalog and provide an on-line ordering vehicle for use by the participating school districts.

2.10 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

Starting July 1, 2015, all visitors to the Fort Meade Installation, including contractors, 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 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

The contractor, not AACPS, is 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 a Visitors Pass. 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.

3. PARTICIPATING SCHOOL DISTRICT 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 relates to current AACPS 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 upon 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 any holiday or school closure information.
- 3.3 CONTRACT NOTIFICATION:** Participating School Districts shall notify all schools within their district of the existence of contracts awarded under this RFI along with encouragement that these contracts should be used over other catalogs received by other suppliers because of the economic advantages received from these contracts.

4. MEASURE OF PERFORMANCE

Contractor shall be measured on their successful completion of the work within the parameters of this contract as agreed upon by the parties.

5. AWARD OF CONTRACT

After review of the submittals, award shall be made to the most advantageous offeror(s). The offerors' submittals that are deemed most advantageous to AACPS will be selected for award. No minimum or maximum number of awards has been pre-determined.

6. DURATION OF CONTRACT

AACPS reserves the right at its sole option to extend the contract on a yearly basis.

7. SUBMITTAL REQUIREMENTS

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

1. **Return entire document including Title Page, Specifications and Bid Work Sheet**
2. Qualification/Experience Questionnaire
3. Financial Statement
4. Current catalog with discount label attached

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. Additionally, 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.

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 BUSINESS ENTERPRISES

Minority 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 participate in a minimum of fourteen (14) percent of the total dollar value of the Department's construction, supply and service procurements. 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.

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.

4. RETENTION OF RECORDS

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

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

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

6. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

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

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

7. TERMINATION

7.1 TERMINATION FOR DEFAULT

Should 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, successful respondent 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 quoted on the BID WORK SHEET, attached hereto and made a part hereof. In the event that successful respondent is not in default of any of the contract terms and conditions, then AACPS shall cause said invoice to be timely paid.

10. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC 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 AACPS members or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS, its agents, AACPS members and employees, or be against, suffered or sustained by other corporations and persons to whom the AACPS, its agents, AACPS members and employees, may become liable therefore,

except that Contractor shall not indemnify and save harmless the AACPS, its agents, AACPS members and employees, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS or its agents, AACPS members and employees. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

11. AGENT CERTIFICATION

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

12. INSURANCE REQUIREMENTS

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

Commercial General Liability

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

Business Automobile Liability Insurance

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

Workers' Compensation Insurance

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

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall fax a copy within two (2) business days of its receipt to the 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.

13. INTELLECTUAL PROPERTY

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

**PRICE PROPOSAL WORK SHEET
REQUEST FOR INFORMATION
#06CM-77**

Price proposals shall be submitted as follows and shall include salaries, fringe expenses, service charges, overhead, transportation expenses, photocopying, taxes, profit and any other related costs. Pricing shall be provided as described in Section 2.6 of the Contractor's Responsibilities.

1. Catalog Discount Structure with NO minimum order quantity on a per product basis. The discount shall be applied to all products identified in the catalog unless specified otherwise:

- a. Percentage discount per product ordered 20 %.
- b. If offering other than a percentage discount, describe in detail below:

*WE WILL ALSO PROVIDE FREE SHIPPING ON ORDERS PICKED UP AT OUR STORES OR DELIVERED TO THE CENTRAL WAREHOUSE.
A 5% HANDLING FEE WILL APPLY TO ORDERS SORTED FOR INDIVIDUAL SCHOOLS.
DELIVERY TO INDIVIDUAL SCHOOLS WILL BE PROVIDED BY THE SCHOOL SYSTEM.*

2. Catalog Discount Structure with a minimum order quantity stipulation on a per product basis. The discount shall be applied to all products identified in the catalog unless specified otherwise:

- a. Minimum Order Amount: \$ _____
- b. Percentage discount per product ordered _____ %
- c. Shipping Cost, if any, when minimum order amount is not met _____ % of total order.
- d. If offering other than a percentage discount, describe in detail below.

Price Compiled By: Jeff Franklin
Signature

Date 2/12/16

JEFF FRANKLIN
Name - Typed

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRPC)
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 judgment, 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 BRPC 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 BRPC.

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. to any claim, action, cost, or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment, or services covered by this contract.

11. DISPUTES:

The purchasing agent may request, in writing, the recommendation of the BRCPD 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 BRCPD 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 The contract resulting from this selection and the compensation, which may become due hereunder are not assignable except with prior written approval of the BRCPD.

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 BRCPD.

15. FACILITIES:

The BRCPD reserves the right to inspect the bidder's facilities at no cost to the BRCPD 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.

22. RIDER CLAUSE:

Subject to the bidder's approval, the prices, terms and conditions of any contract resulting from this solicitation will be extended to the regional Public Schools, Colleges, Libraries and the Baltimore Regional Cooperative Purchasing Committee (BRCPC). Bidders shall indicate in the appropriate space whether they will extend the resultant contract to the named entities.

Yes No

The bidder's response as provided above will not affect consideration of its bid. There shall be no obligation on the part of any named entity to utilize the resultant contract. If the successful bidder has responded positively, the entities shall have the unilateral right, during the contract period, to contract directly with that bidder to place orders, arrange deliveries, reconcile discrepancies and invoices and issue payments.

Attachment #2

Sample of label

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