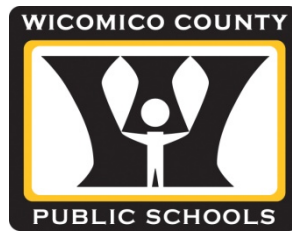


IFB 20010-161

CONDITIONS AND SPECIFICATIONS

for

ATHLETIC CLOTHING



Purchasing Department
Wicomico County Public Schools
2424 NorthGate Drive
Salisbury, MD 21801

(410) 677-4467

TABLE OF CONTENTS

BIDDING DOCUMENTS: The Bidding Documents consist of the following:

- 00030 – Notice to Bidders
- 00090 – Instruction to Bidders
- 00100 – General Conditions
- 00110 – Supplementary Conditions
- 00300 – Form of Proposal and Pricing Sheet(s)
- 00310 – Bid/Proposal Affidavit
- 01000 – Scope of Contract Agreement

Appendix A – Mid-Atlantic Purchasing Team (MAPT)

BOARD OF EDUCATION OF WICOMICO COUNTY



JOHN E. FREDERICKSEN, PH.D.
SUPERINTENDENT OF SCHOOLS

2424 NORTHGATE DRIVE
SALISBURY, MD 21802-1538

410-677-4400
FAX 410-677-4444
www.wcboe.org

SUCCESS - EVERY STUDENT, EVERY DAY

DONALD L. FITZGERALD
PRESIDENT

KIMBERLY S. HUDSON
VICE PRESIDENT

TYRONE A. CHASE, PH.D.
CAROLYN J. ELMORE, ED.D.

JOSEPH R. OLLINGER

JOHN PALMER

RONALD O. WILLEY

NOTICE TO BIDDERS

IFB 20010-161

The Board of Education of Wicomico County will receive sealed bids for, Athletic Clothing for ALL Wicomico County Public School in Wicomico County, Maryland, until 2:30 p.m., local time, December 22, 2015. Bids received after that time will not be accepted, regardless of when they were mailed or given to a delivering carrier.

There will NOT be a Pre-bid Conference held for this bid.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Brief Scope of Contract: This contract is intended to be an Exclusive Purchase Agreement (EPA) for varsity athletic clothing. The contract is a "Discount From List" contract. This contract discount shall be made available to all Wicomico County Public Schools. The EPA will only apply as detailed in the Scope of Agreement.

Complete Bidding Documents may be obtained as a .pdf at www.wcboe.org or on eMarylandMarketplace. All bidders must visit either of these websites to obtain any addenda.

Bids are to be delivered or mailed to the office of the Board of Education, to the attention of Mark E. Miller, C.P.M., CPPO, Procurement Manager, in sealed envelopes marked conspicuously on the front "BID FOR ATHLETIC CLOTHING".

BID SUBMISSION – BY HAND OR COMMON COURIER

BID FOR:

**Wicomico County Public Schools
Purchasing Department
2424 NorthGate Drive
Salisbury, MD 21801**

No Bidder may withdraw their bid within ninety (90) days after the date and time of bid opening. The Board of Education may extend the time and place for the opening of bids by facsimile notification to those known bidders who have obtained copies of the bid documents.

The Board of Education of Wicomico County reserves the right to reject any or all bids and waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of the Board.

Mark E. Miller, C.P.M., CPPO
Procurement Manager

INSTRUCTIONS TO BIDDERS

1. CLARIFICATIONS: If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Terms and Conditions, Bidding Documents, and/or Request for Proposal, he may submit to the Board a faxed or written request for an interpretation thereof, delivered into the hands of the Procurement Manager no fewer than two working days prior to the time and date the offers are due. The Board will not be responsible for any other interpretations or explanations of the Specifications.
2. EXCEPTIONS: It shall be the responsibility of the Contractor to include with his proposal a list and clarification of any deviations from or qualifications of the Terms and Conditions and Specifications. The list must be attached to the Form of Proposal.
3. INTERPRETATION OF THE TERM "EQUAL": The Board of Education of Wicomico County (Board) reserves the right to evaluate the quality of articles offered as alternate or equal, and reserves the right to reject any or all articles judged not equal.
4. DETERMINATION OF GRADE OR QUALITY: The Board reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality or that it will better serve the interests of the Board, whether based on product samples, objective test, subjective test, or experience.
5. EVALUATION OF BIDS: The Procurement Manager may request additional documentation during the evaluation of bids.
6. FAXED PROPOSAL SUBMISSIONS: All proposals must be delivered to the Purchasing Department with originals signed by an officer capable of committing the offeror to contractual relationships.
No faxed submission will be accepted.
7. NO BID: If the Contractor elects to "No Bid" a No Bid should be filed with the Procurement Manager.
8. ANTI-COLLUSION: By signing this Form of Proposal, the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.
9. ANTI-BRIBERY/DEBARMENT: This procurement is subject to the Annotated Code of Maryland Finance and Procurement Article 16 concerning Debarment of Contractors. By signing this Form of Proposal, the offeror agrees that he understands and is in compliance with Article 16.
10. TOBACCO-FREE SCHOOLS POLICY: All contractors, sub- contractors, and sub-sub-contractors must comply with the Board's tobacco-free schools policy "ADC". The policy states that "the sale or use of tobacco in any form is prohibited in all buildings and all outside seating areas owned or leased by the Board of Education of Wicomico County, at all times (24 hours a day, every day), regardless of whether or not students are present." The policy also states that "the use of tobacco in any form is prohibited on school grounds during the official school day (7 a.m. to 5 p.m.)."

Any contractors, sub-contractors, or sub-sub-contractors "which do not enforce this tobacco-free policy may be ... declared in default of their contract."
11. 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 17.792, 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

INSTRUCTIONS TO BIDDERS

school principals.

As a Contractor working for WCBE, 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 WCBE property.

12. CRIMINAL BACKGROUND CHECK AND WORKER ASSIGNMENT:

- A. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:
- a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- B. Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised, and uncontrolled access to children.

13. **BID/PROPOSAL AFFIDAVIT:** In accordance with the State Procurement Regulation Mandatory Written Solicitation Requirements, CoMar 21.505.08.07, this bid/proposal requires a signed Bid/Proposal Affidavit. This affidavit is attached to the Form of Proposal. Submissions without this document may be considered non-responsive.

14. TAXES:

- a. Nothing in these Terms and Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.
- b. Sales of materials used to improve the realty of government entities are taxable. The Maryland Sales and Use Tax Exemption Certificate of the Wicomico County Board of Education should not be used by contractors performing such work.

INSTRUCTIONS TO BIDDERS

15. NONDISCRIMINATION:

NONDISCRIMINATION CLAUSE: In accordance with the Annotated Code of Maryland, State Finance and Procurement Article 13-219, discrimination on the basis of sex, race, age, color, creed or national origin is prohibited under the terms of this contract by any contractor, sub-contractor or sub-sub-contractor.

Contractors and sub-contractors are required to include similar notification in all sub-contracts for other than standard commercial supplies or raw materials, and are required to post notice of this provision so that the notice will be available to the Contractor's and/or sub-contractor's employees and applicants.

16. MINORITY BUSINESS ENTERPRISE PROCEDURES:

The Wicomico County Board of Education (WCBE) encourages all qualified Minority Business Enterprises (MBE) to apply for certification with the Maryland Department of Transportation (MDOT).

All qualified MDOT Certified MBE's are encouraged to respond to this solicitation notice. WCBE encourages prime contractors submitting an offer to this IFB to develop a plan to utilize qualified MDOT certified MBE's as sub-contractors.

WCBE may request a copy of this plan when evaluating your proposal.

END INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

TABLE OF CONTENTS

1. DEFINITIONS
2. BUYER
3. CONTRACT DOCUMENTS
4. RESPONSIBILITY OF GENERAL CONTRACTOR/CONTRACTOR
5. REPORTING TO SCHOOL ADMINISTRATION
6. USE OF BOARD FACILITIES
7. GOVERNING LAW AND VENUE
8. CLAIMS AND DISPUTES
9. INSURANCE
10. PATENTS AND ROYALTIES
11. TIME
12. SCHEDULE
13. PAYMENTS
14. MODIFICATIONS OF CONTRACT
15. HOLD HARMLESS
16. DAMAGE

GENERAL CONDITIONS

1. DEFINITIONS:

Addendum: Written change or revision to the Bidding Documents issued to the prospective Bidders prior to the time of receiving bids.

Board: Wicomico County Board of Education also WCBE and WCBOE.

Buyer: The Procurement Manager shall be the Buyer for this Contract.

Owner: The Board, authorized employees, and authorized representatives.

Purchase Order: The Purchase Order shall be issued for all orders unless the SPO determines another method is more efficient.

Schools: Wicomico County Public Schools also WCPS.

School's

PO Agent: The "School's PO Agent" (SPO) shall be identified on each Purchase Order.

2. BUYER:

All project correspondence, approvals, coordination, and contract administration shall be conducted through the Buyer. The Buyer shall have authority, as outlined in the Bidding Documents, to act as agent for the Board.

WCPS will establish the Buyer on each Purchase Order unless identified in the Bidding Documents.

3. CONTRACT DOCUMENTS:

The Bidding Documents as modified by any addenda shall become the Contract Documents upon award by the Board.

The Contract Documents shall include: Bid Addenda, the completed Form of Proposal, the Pricing Sheets, the completed Insurance forms, the Invitation to Bidders, Instructions to Bidders, General Conditions, Supplementary Conditions, Specifications, and any additional information required with the Form of Proposal.

The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be those established in the Supplementary Conditions having priority.

4. RESPONSIBILITY OF THE CONTRACTOR:

All contact with students should be avoided.

5. REPORTING TO SCHOOL ADMINISTRATION:

ALL CONTRACTOR, VENDORS and/or EMPLOYEES, shall upon entering any WPCS facility show proof of identification, sign-in and obtain a WPCS visitor's badge.

GENERAL CONDITIONS

6. USE OF BOARD FACILITIES:

The use of Board's facilities (toilets, restrooms, lunchrooms, dumpsters, etc.) and utilities are strictly prohibited unless previously authorized and approved by the Buyer.

The Contractor may park only in those areas designated by the Buyer.

7. GOVERNING LAW AND VENUE:

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

8. CLAIM AND DISPUTES:

The Owner shall in no way be obligated to enter into mediation proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

The Owner shall in no way be obligated to enter into arbitration proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

9. INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner. The Contractor shall provide to the Purchasing Agent a Certificate of Insurance indicating the coverages below prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverages shall be:

Workmen's Compensation: The Contractor shall maintain throughout the life of the contract statutory Workers' Compensation, including Maryland benefits and employer's liability with limits of \$100,000/\$100,000/\$500,000 for all of the Contractor's and any sub-contractor's employees who will be engaged in the work at the sites of the project.

Commercial General Liability: The Contractor shall establish and maintain throughout the life of the contract Commercial General Liability Insurance - \$1,000,000 each occurrence/general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and where applicable to the project as determined by the Purchasing Agent, Products and Independent Contractors. The general aggregate limit is to apply per project; and

Business Automobile Liability: \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

The Board requires a forty-five (45) day notice, in writing, of cancellation, non-renewal or change in insurance coverage affecting this project. This written notice shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the Board's Purchasing Agent.

GENERAL CONDITIONS

All bidders should have current Certificate of Insurance (ACORD certificates) on file in the Purchasing Office at the time of the bid opening or included with the bid. Failure to provide the ACORD certificate may result in the bidder's offer being considered non-responsive.

The Board (including its elected or appointed officials, agents and employees) is to be named as an additional insured in the Contractor's General Liability Policy. Coverage must be primary with respect to Board, its agents and employees.

A sample of the Certificate of Insurance will be provided upon request and may be found on WCBE's website.

10. PATENTS AND ROYALTIES:

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the Board harmless from loss of account thereof.

11. TIME:

It shall be understood that time is of the essence. The Contractor must complete delivery within, or sooner than, the dates indicated on each purchase order.

12. SCHEDULE:

The Purchase Order shall establish the schedule for delivery dates.

13. PAYMENTS:

Send all invoices and required documents to the attention of the
WCPS ACCOUNTS PAYABLE
PO Box 1538, Salisbury, MD. 21802-1538.
ALL INVOICES MUST REFERENCE THE PURCHASE ORDER NUMBER.
Failure to provide any of this information may result in the return; rejection or delay processing of invoices for payment.

14. MODIFICATIONS OF CONTRACT

Adjustments To Contract: After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Buyer.

Any adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

Oral Modifications: No oral statements of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of the Contract. No directive shall be responded to unless direction was made by the Buyer. Any changes to the scope of work will be only as authorized by the Buyer. No other staff member shall be considered authorized.

GENERAL CONDITIONS

15. HOLD HARMLESS:

The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Board, its elected or appointed officials, employees, and agents from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or a result of the performance of this contract.

Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

16. DAMAGE:

The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of this contract.

End of General Conditions

SUPPLEMENTARY CONDITIONS

1. **INTENT:** These Conditions and Specifications are intended to cover Athletic Clothing at All Wicomico County Public School for the Board of Education of Wicomico County, Maryland. The successful Contractor is to provide materials as necessary to successfully perform this contract.
2. **PERIOD OF CONTRACT:**
 - A. The contract period shall be for five (5) year(s) beginning upon award and remaining in full force and effect until June 30, 2021, unless terminated by the Board.
 - B. Notification in writing will be issued by the Board at the end of each contract period. (Price adjustments must be approved by the Purchasing Department as outlined in these Bidding Documents.)
3. **QUANTITIES:** The quantities given are intended only as a guide. The Board does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the quantities shown and the successful Contractor shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the contract period.
4. **BIDDING DOCUMENTS:** The Bidding Documents consist of the following:
 - 00030 – Notice to Bidders
 - 00090 – Instruction to Bidders
 - 00100 – General Conditions
 - 00110 – Supplementary Conditions
 - 00300 – Form of Proposal and Pricing Sheet(s)
 - 00310 – Bid/Proposal Affidavit
 - 01000 – Scope of Contract Agreement
5. **METHOD OF PROPOSAL:** Proposals must be submitted on the basis of "Discount From List" and estimated value of any additional contract incentives. Proposals shall not be withdrawn or altered for a period of ninety (90) days after the opening thereof. One copy of the Specifications is being furnished; only the signed Form of Proposal with documentation and appropriate attachments is to be returned as an offer.
6. **BASIS OF AWARDING:** The Board reserves the right to reject any or all offers and waive formalities, informalities and technicalities in any offer. In awarding the contract, consideration will be given to any previous performance for the Board as to the quality of service and merchandise and with regard to Contractor's ability to perform, should he be awarded the contract. The Board reserves the right to accept that offer which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest offer.
7. **TERMINATION:**
 - A. **Breach:** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, WCBOE shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to WCBOE for damages sustained by virtue of any breach by Contractor.
 - B. **Funding:** Should funding for this contract be discontinued, WCBOE shall have the right to terminate the contract immediately upon written notice to Contractor.
 - C. **Notice:** WCBOE may terminate this contract at any time upon thirty (30) days written notice to Contractor.

SUPPLEMENTARY CONDITIONS

8. PIGGYBACKING: The Board may offer, upon request, to any public education agency; any governmental, non-profit entity within the State of Maryland, a chance to purchase any and all items on this proposal. The successful supplier is expected to honor all the Terms and Conditions of this Contract for purchase orders from these agencies. The Board of Education of Wicomico County assumes no obligation on behalf of any of these organizations.
9. BIDDER QUALIFICATIONS AND REFERENCES:
 - A. Bidder must be licensed to provide the items covered by this contract. Bidder must have at least three (3) years of successful business experience providing similar items.
 - B. Evidence of Bidder's qualifications and at least three (3) commercial customer references shall be submitted with the Form of Proposal. Failure to include this information may result in the bid being declared non-responsive.

END SPECIAL CONDITIONS

FORM OF PROPOSAL

Board of Education of Wicomico County
P O Box 1538
Salisbury, MD 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing, delivering of Athletic Clothing for All Wicomico County Public School.

Addendum 1 Dated _____ Addendum 2 Dated _____

We agree to furnish and deliver those items ordered, in compliance with the terms conditions, and specifications contained therein, at the then net prices.

This offer is binding and cannot be withdrawn until March 31, 2016.

Company _____

Address _____

Date

Signature of Official

Telephone Number

(Printed) Name of Official

Fax Number

Title of Official

E-Mail

Taxpayer I.D. Number

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE FORM OF PROPOSAL:

- PRICING SHEET
- BID/PROPOSAL AFFIDAVIT
- W-9 (If not a current Vendor)

PRICING SHEET

INITIAL PERCENTAGE "DISCOUNT FROM LIST": _____%

EXCLUSIVE AGREEMENT ADDITIONAL INCENTIVES:

Provide in detail any additional incentive or rebate that will become available to WCPS as part of the Exclusive Agreement:

OPTIONAL:

MID ATLANTIC PURCHASING TEAM (MAPT) CONTRACT PARTICIPATION:

Provide in detail any additional discount, incentive or rebate that will become available to MAPT participants:

In case of discrepancy between written price and numeric price the written price will prevail.

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name)_____ possess the legal authority to make this Affidavit.

B. CRIMINAL BACKGROUND CHECK REQUIREMENTS

I FURTHER AFFIRM THAT I UNDEstand AND COMPLY WITH:

1. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in Maryland; or
 - c. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
2. Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised, and uncontrolled access to children.

B1. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this

BID/PROPOSAL AFFIDAVIT

project, it is understood that, if the certification is false, such false certification constitutes grounds for the Board of Education of Wicomico County (WBCOE) to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B2. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the WCBOE to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

BID/PROPOSAL AFFIDAVIT

(5) Willfully and knowingly fail to file any declaration or notice with the WCBOE that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

BID/PROPOSAL AFFIDAVIT

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

BID/PROPOSAL AFFIDAVIT

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business 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 business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any

BID/PROPOSAL AFFIDAVIT

person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the Board of Education of Wicomico County, the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SCOPE OF AGREEMENT

1. **PURPOSE:** The purpose of this Contract is to provide high quality Athletic Clothing and accessories for all Wicomico County Public Schools at reasonable expense. The WCPS also has a need for athletic clothing that is used by athletic teams, students, and staff.
2. **INITIAL CONTRACT VALUE:** WCPS makes no guarantee as to the Annual Contract Value. The estimated initial annual contract value is \$50,000.
3. **EXCLUSIVE AGREEMENT:** The WCPS will consider an exclusive agreement.
 - a. The exclusive agreement will only apply to Varsity High School Athletic Clothing purchases as “whole team” purchases, and replacement clothing for teams that have already made a “whole team purchase”.
 - b. The agreement includes exclusive advertisement banners for Athletic Clothing at all WCPS facilities and publications.
 - i. WCPS agrees to display up to two banners in each area used for varsity competitions.
 - ii. Successful Contractor agrees to provide all such banners at no cost to WCPS.
 - iii. WCPS reserves the right to approve banner content.
 - iv. WCBOE reserves the right to refuse to display any banner which, in its sole opinion, does not comply with the WCPS advertising standards.
 - c. The exclusive agreement does not include Athletic Clothing purchases by:
 - i. WCPS High School replacements for varsity teams that have not yet purchased a “whole team” set;
 - ii. WCPS High Schools for Junior Varsity;
 - iii. WCPS Middle or Elementary schools;
 - iv. WCPS student provided athletic clothing or accessories.

4. ATHLETIC CLOTHING:

- a. Athletic Clothing includes Varsity “Head-to-Toe” uniforms, socks, uniforms, footwear, and headwear when purchased with WCPS’ funds.
- b. Accessories includes all other items in catalog or electronic catalog.

5. TEAM UNIFORM ORDERING SCHEDULE:

The following shall be an acceptable ordering schedule:

- a. January 15th for custom team uniform Fall Sports;
 - b. May 31st for custom team uniform Winter Sports;
 - c. November 15th custom team uniform for Spring Sports;
 - d. Stock uniform orders should be placed using the above schedule to ensure timely delivery of uniform order.
 - e. Stock “non-uniform” items may be ordered at any time.
6. **ADDITIONAL INCENTIVES:** The Successful contractor should detail any additional incentives they are offering to WCPS. These incentives can include allowance for Coach Purchases based on sales, special Team apparel for championships, etc.
 7. **OPTIONAL - MID-ATLANTIC PURCHASING TEAM (MAPT) PARTICIPATION:** The Wicomico County Board of Education is a participant in the MAPT purchasing cooperative contracts. It is offering to serve as the Lead Agent for this contract. MAPT does not have any successful contractor fees. MAPT prefers to create contracts that are designed to reward all participants with higher discounts or incentives based on the contract growth through the formal use of “piggy-backing”. The advantage to the Successful contractor is consistent contract terms and conditions and a competitively solicited contract that meets the laws of the State of Maryland. See Appendix A for additional information concerning the MAPT.

END OF SECTION

MID-ATLANTIC PURCHASING TEAM TERMS & CONDITIONS (MAPT):

The Mid-Atlantic Purchasing Team (MAPT) uses a lead agency format for their solicitations that non-exclusively encompasses public and non-profit entities from the Maryland, Virginia and Washington DC regions. Neither MAPT nor the lead agency is compensated for their efforts other than the benefits of aggregation and economies of scale. Participating entities, through their participation agree to the resulting contract and all terms and conditions contained therein in so much as they can reasonably be applied to the participating jurisdiction. Further, successful bidder agrees to the following MAPT Terms & Conditions:

1. MAPT has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.
2. Bids requiring payment within less than 30 days from the date of invoice will be rejected.
3. When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.
4. Unless otherwise provided herein, the jurisdiction's Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.
5. Each participating jurisdiction will determine the appropriate method to use this contract, such as a separate jurisdiction contract, bridge letter, purchase order or other form. In addition, they may have additional requirements that can be added to their cooperative document, including but not limited to:
 - 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
 - 5.2 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
 - 5.3 The successful bidder may be required to add other specific terms and conditions that are pertinent to a specific jurisdiction, to which these matters are openly negotiable providing they do not alter the scope of work or original intent of the MAPT Contract.
6. The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.
7. The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workers' Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workers' Compensation Acts and also such insurance as will protect the successful bidder 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 each participating jurisdiction or of the public, which may arise from operations under this solicitation and

- each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.
8. This solicitation shall be governed by and construed in accordance with the laws of the State in which the jurisdiction creates their official place of business without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the contracting jurisdiction's resident state.
 9. This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or MAPT.
 10. The successful bidder shall provide quarterly reporting to the lead agency and MAPT minimally showing the names of the participating entities under this contract and the value of their participation for that period and year to date. This information will be used to evaluate the effectiveness of the program, areas for growth, and if a variable discount structure is used, the correct pricing structure. Other reports that are reasonably available shall be provided as requested.
 11. Bidders are encouraged to consider the broad access to MAPT contracts when considering their pricing strategy. In addition to bidding to the stated estimated volume identified in the lead agency's bid work sheet, bidders are encouraged to submit alternate MAPT bids that offer additional discounts from the stated bid work sheet if additional jurisdictions participate in any resulting contract. Alternate bids may include, but are not limited to, additional percentage discounts based upon certain increased volume levels. The alternate bid shall be submitted with the required bid to the lead agency, if not already requested in the bid work sheet.
 12. Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.
 13. Prior to award, in case of disputes, the decision of the lead agency's Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.