



CECIL COUNTY PUBLIC SCHOOLS

DEPARTMENT OF BUSINESS SERVICES

GEORGE WASHINGTON CARVER EDUCATION LEADERSHIP CENTER
201 BOOTH STREET • ELKTON, MD 21921

phone: 410.996.5429 • fax: 410.996.1081 • www.ccps.org

Jeffrey A Lawson, Ed.D
Superintendent of Schools

Diana B. Hawley
President, Board of Education

NOTICE TO BIDDERS

The Cecil County Public Schools is seeking sealed bids for the following until the time and date indicated.

BID# 25-03: Multifunction Copiers and Print Management
Due: October 17, 2024
At 2:00 PM (ET), Local Time

Sealed bids for all labor, materials and services, etc. necessary for the Cecil County Public Schools **Bid #25-03: Multifunction Copiers and Print Management** will be received at the Purchasing Department, Cecil County Public Schools, until **October 17, 2024, at 2:00 PM (ET), Local Time**, at which time they will be publicly opened and read aloud. All bids must be submitted in a sealed envelope addressed to Cecil County Public Schools, Attention: Purchasing Department, 201 Booth Street, Elkton, Maryland 21921. The envelope must be identified and endorsed on its face with the name of the person, firm or corporation making the proposal and plainly marked **Bid #25-03: Multifunction Copiers and Print Management – Due October 17, 2024 – 2:00 PM**". Cecil County Public Schools will not be responsible for the premature opening of a bid not properly addressed and identified. Should the Central Office close due to an unexpected circumstance, the Bid opening will be on the next scheduled business day for CCPS Offices, October 18, 2024, 2:00 PM (ET) Local time. NOTE: The closing of schools does not constitute the closing of the Central Office Building. Please see the Cecil County Public Schools website: www.ccps.org, for details on closings and up-to-date schedule.

Cecil County Public Schools will begin a comprehensive Multifunction Copier, Laser Printer and Print Management program to be performed by one Contractor on July 1, 2025.

Copies of the Bid document may be obtained from www.ccps.org/Page/458. If you have any questions on downloading the document, call 410-996-5429. Bidders obtaining the documents from the website are encouraged to review the website frequently to learn of any changes that may be made. Interested Bidders are solely responsible for obtaining all relevant documents for solicitations, including, but not limited to: ITB/RFP/RFI documents, addenda, attachments, drawings and appendices. Information and documents may be posted on the due date of the solicitation. Bid award will also be posted on our website.

Questions regarding this Request for Bids must be received by email only by Noon (ET), October 4, 2024, to Daniela Dunlap, Purchasing Agent, at procurement@ccps.org. An acknowledgement of receipt of the e-mail will be sent by return e-mail to the sender.

Board of Education of Cecil County
Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

**Board of Education of Cecil County
201 Booth Street, Elkton, Maryland 21921**

BID #25-03: MULTIFUNCTION COPIERS AND PRINT MANAGEMENT

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INSTRUCTIONS TO BIDDERS/PROPOSERS

Definition of Terms

- Owner - The Cecil County Board of Education, also known as Cecil County Public Schools (CCPS) or its designated representative.
- Contractor - The successful bidder / proposer to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this bid/offer be accepted and awarded, the General Conditions, Specific Conditions, Addenda, Forms indicated as required, and the Purchase Order, will become the Contract.
- Addenda are written or graphic instruments issued prior to the bid/proposal due date, which modify or interpret the bid/proposal documents, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Document.

Addenda: If clarification or questions arise about instructions, terms, conditions, specifications or other verbiage, a request must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than five (5) working days prior to the time and date set for the bid/proposal opening, unless otherwise indicated in the request for bids/proposals. Inquiries must be sent to procurement@ccps.org. If necessary, the CCPS will respond to requests in the form of an addendum posted for all potential bidders/proposers.

Access to Technical Information and Pricing: Bidders/Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Blanket requests for the entire proposal to be held confidential will not be considered.

CCPS will determine, in its sole discretion, which (if any) portions of the Proposer's submittals is confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential". Failure to clearly identify confidential, proprietary or trade secret information will be an indication to CCPS that the entire bid/proposal is available for public disclosure.

The Maryland Public Information Act (MPIA) is used to request information from public agencies before and after a solicitation process. CCPS will not share pricing or other information during a solicitation that may give any bidder(s)/proposer(s) an unfair advantage or disadvantage.

Alternate Offers: The Owner reserves the right to evaluate the quality of items offered as alternate or equivalent, and further reserves the right to reject any or all items judged not equivalent as determined by CCPS.

Anti-Bribery: All proposed submissions must include a completed, signed, notarized "Anti-Bribery Form." Signing the form certifies full compliance with Maryland State Procurement Article 21, Section 3-405.

Brand Identification: Items contained within this ITB/RFP may use product specifications and item descriptions which include brand names, manufacturer names or model numbers. Bidders/proposers must choose which specific brand, manufacturer or model number for the items and/or services to offer. CCPS will be the sole determinant of which item(s) are

an “approved equal” during the evaluation process after bids/proposals have been submitted.

Calendar Days: Where the solicitation requires the bid/proposal to state a number of days, or to submit a milestone chart, the days used must be calendar days unless otherwise specified.

Corrections: All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten next to the crossed out error. Any correction must be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and must be printed in ink or typewritten.

Data Reporting: In order to maintain compliant with Maryland law 7-910 and audit procedures, CCPS requires all vendors to submit a **VPAT**, a **SOC2 REPORT**, and complete a **DATA-SHARING AGREEMENT**.

Debarment Disclosure: If a bidder has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder must disclose that information in its bid. All bid submissions must include a completed copy of the “Debarment” form included in the bid packet. Failure to complete and submit the “Debarment” form may cause the bid to be rejected as non-responsive.

Delivery of ITB/RFP Submission:

- Time: Offers received after the time and date stated on the Invitation to Bid (ITB) or Request for Proposals (RFP) will be retained, unopened, in the Purchasing Office. Postmarks or dating of documents will be given no consideration in the case of late bids/proposals. A bid/proposal will be considered received when it is delivered to the Purchasing Office.
- Method: Bids delivered in Federal Express, UPS, or any other such deliverer’s envelope must be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened. CCPS is not responsible for failure of any courier to meet the due date and time for the submittal delivery requirement.

Dispute Resolution: Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid/proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means. Any ADR hearing or arbitration will take place in the State of Maryland.

Duty to Examine: It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its bid for accuracy and determine if an addendum has been issued before submitting the bid. Lack of care in preparing a bid must not be grounds for withdrawing the bid after the proposed due date and time, nor must it give rise to any contract claim. Bidders/Proposers must acquaint themselves with the delivery site(s), and with any problems attached thereto.

e-Maryland Marketplace Advantage All bidders/proposers must be registered with the new e-Maryland Marketplace Advantage website to receive an award of a bid/proposal. No award

will be made to a vendor who is not registered with the new e-Maryland Marketplace Advantage. Go to ***procurement.maryland.gov*** for more information.

Exceptions to Terms and Conditions: A bid/proposal that takes exception to a material requirement of any part of the solicitation, including a material term and condition, may be considered a non-responsive bid/offer and unable to be awarded.

Facsimile or Electronic Offers: All bids/proposals must be delivered in a sealed envelope with originals signed by an officer capable of committing the proposer to contractual relationships. Faxed or e-mailed bids are not acceptable and must be rejected.

Governing Law and Dispute Resolution: Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland in Cecil County.

Informalities: An informality is defined as a requirement of the specifications that is needed for informational purposes only. Failure on the part of a bidder/proposer to provide it would have no impact on the outcome of the bid. In such cases, the bidder/proposer failing to supply the information may be given a specified period of time to comply. If the bidder/proposer fails to comply in that time period, the bid/offer will be rejected as non-responsive. No award will be made unless all required information is received by the Owner.

Insurance Requirements: Obtaining the specified Insurance Certificates is a requirement and work must not commence until coverages at the level required have been obtained at the contractor's expense. The contractor must not allow any subcontractor to commence work until similar insurance coverages required of the subcontractor has been obtained and approved by the contractor.

Minority Business Enterprise: Minority Business Enterprises are encouraged to participate in this solicitation. If the Bidder/Proposer has a plan for Utilization of Minority Businesses, please provide information with the bid/offer submittal.

Non-collusion: All proposed submissions must include a completed "Non-Collusion Affidavit." By signing the "Offer and Acceptance Form" 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.

Offer and Acceptance Form: By signing the "Offer and Acceptance Form" or other official contract forms, the bidder/proposer certifies that the price is offered without prior understanding, agreement, or connection with any corporation, firm, or person submitting a price for the same products/services. The bidder/proposer certifies that they understand that collusive proposing is a violation of federal/state law.

Offer Acceptance Period: Bids/Offer are irrevocable offers for Ninety (90 days) after the bid opening time and date.

Original Signature: The "Offer and Acceptance Form" with an original signature by an authorized individual must be submitted with the bid/proposal. The original signature signifies an unequivocal intent to be bound by the bid/proposal and its terms and conditions. Failure to submit a completed, signed "Offer and Acceptance Form" may cause a bid/proposal to

be considered non-responsive.

Pre-Bid/Proposal Meeting: If a pre-bid/proposal meeting has been scheduled under this solicitation, the date, time, and location appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. A bidder should raise any questions they may have about the solicitation or the procurement at that time. A bidder may not rely on any verbal responses to questions at the meeting. Material issues raised at the conference that result in changes to the solicitation must be answered solely through a solicitation addendum.

Prices and Delivery: All proposed prices must be FOB delivered to the location(s) indicated in the Specific Conditions and must be total net price. No additional charge will be allowed for freight. Delivery by rail freight or express will not be accepted. Deliveries must be made inside the building(s) or as indicated by CCPS otherwise. In no case will collect shipments or sidewalk deliveries be accepted. Items delivered from this bid are the Contractor's responsibility until they are delivered to, and accepted by, participating jurisdictions on their premises.

Post-Proposal Information: The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. Subcontractors and other persons and organizations proposed by the proposer and accepted by the Owner must be used on the work for which they were proposed and accepted and must not be changed except with the written approval of the Owner.

Protests: All protests must be in writing and must be delivered to the Purchasing Agent or Purchasing Specialist at the address listed on the Invitation to Bidder/Proposer. A protest of a solicitation must be received in writing only within ten (10) business days after the protest of award.

A protest must include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the solicitation or proposal number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Purchaser's Right of Selection: The Board of Education reserves the right to accept this bid/proposal in part, in whole, or in any way it will serve its best interests. The Owner reserves the right to reject any and all bids that comply with these specifications, or to accept a higher bid/proposal that complies provided that in the judgment of the Board of Education, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids received when such waiver is in the best interest of the Board of Education. The Board of Education reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

Quantities: The quantities, if given, are intended only as a guide and are accurate to the best of our ability to forecast future requirements. However, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as a minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Receipt and Opening of Bids/Proposals: Sealed Competitive Bids/Proposals will be received until the time and date indicated in the "Notice to Bidders" or "Notice to Proposers" document, in the Purchasing Office, at the George Washington Carver Education Leadership Center, 201 Booth Street, Elkton, MD 21921.

Bids/Proposals received prior to the time of opening will be securely kept unopened. The Purchasing Agent or designee, whose duty it is to open them, will decide when the specified time has arrived. No bids/offers received thereafter will be considered. All bids to be considered must be in the hands of the Purchasing Agent or designee prior to the time set for the solicitation opening.

Should the Central Office close due to an unexpected circumstance, the solicitation will be rescheduled for the next CCPS business day or at a later time in which an addendum will be issued with specific details. Note: The closing of schools does not constitute the closing of the Central Office Building. See the CCPS (www.ccps.org) website for further details.

The person, firm, or corporation submitting a bid/proposal must submit it in a sealed envelope addressed to the Cecil County Public Schools on or before the day and hour stated. The envelope must be identified and prominently marked with the name of the firm or company submitting the bid/proposal and plainly marked with the title, bid/proposal number and the time and date the bid/proposal is due, as indicated in the Notice to Bidders/Request for Proposals. CCPS is not responsible for the premature opening of a bid/proposal not properly addressed and identified.

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

Review, Approval or CCPS Acceptance: Products and services, nor payment for any of the services required under this contract must be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor must be and remain liable to CCPS in accordance with applicable law for all damages to CCPS caused by the Contractor's negligent performance for any of the products or services furnished under this contract.

Rights and remedies: Rights and remedies provided for under this contract are in addition to any CCPS rights and remedies provided by law. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Proposer must call the attention of the applicable CCPS designee(s) to such conflict for a decision before proceeding with any work.

Special Accommodations: Any bid/proposer needing special ADA accommodations to attend the solicitation pre/bid or opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published pre-bid/proposal or opening date.

Taxes: No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Owner is exempt. Exemption certificates, if required, will be furnished upon request by the bidder. Nothing in these Instructions and Conditions must be construed as

relieving the Contractor of their responsibilities in paying all applicable taxes.

Tie Bids: Place of business may be a consideration in cases where identical bids have been submitted and a failed attempt has been made to renegotiate a lower price between the bidders. The award will be made to the Cecil County-based bidder, the out-of-county Maryland-based bidder, the out-of-state bidder and by lottery following this preference order.

Unit Price Prevails: Where applicable, in the case of a discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate must govern.

End of Section

GENERAL CONDITIONS

Addenda: It is the bidder's/proposer's sole responsibility to monitor the CCPS Purchasing website: www.ccps.org to ensure that they download any additional addendums or clarifications prior to submitting their bid/proposal and duly acknowledge receipt of and full understanding of any addenda on the proper bid/proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non-responsive and ineligible for award. It is highly recommended that the submitting bidder/proposer ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation will not relieve the bidder's/proposer's company from any obligation under their proposal as submitted.

Adjustments to Contract: After the award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders/Proposers", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Purchasing Office. In the event that the Contractor is unable to deliver the goods and services of the contract as a result of strikes or acts of God, the Contractor must be held responsible for securing temporary relief in the delivery of the items. The contractor must contact the Purchasing Office within 48 hours in writing prior to such changes to ensure they are acceptable and in agreement with the Purchasing Office. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Agent/Specialist in the form of a contract amendment or a written Purchase Order Change Notice.

Advertising and Promotion of Contract: The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the CCPS Purchasing Office.

Application: The Contractor understands and agrees that this Contract is entered into solely for the convenience and economic advantage offered to the Owner.

Assignment and Delegation: The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Agent/Specialist.

Authority: This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized CCPS employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, must be void and without effect, the Contractor must not be entitled to any claim under this Contract based on those changes.

Award Bidder/Proposer: The Award Bidder/Proposer must provide the items and perform the services with a responsible and professional standard of care, skill, and diligence normally provided by a Contractor in the performance of product or services delivery for the items/services specified. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor must be responsible for the professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder/Proposer must and will, in a professional manner, perform all services, except as otherwise specified, necessary or proper to perform and complete all

the work required by this contract, within the time specified, in accordance with the provisions of this bid/proposal and the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with and be subject to, all terms conditions, requirements and limitations of the Bid/Proposal and Specifications and must complete the entire scope of work to the complete satisfaction of CCPS. Award Bidder/Proposer must be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Bidder's/Proposer's Obligation: Bidder's/Proposer's must abide by and comply with the true intent of the Bid/Proposal and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part with the true intent and meaning of the specifications, as decided by CCPS, and as described. Deviations, exceptions, omissions, and alternates, etc., in the bid/proposal submission, may render the bid/proposal as non-responsive.

Certification of Compliance: The Owner requires compliance with all applicable provisions listed below including amendments or Executive Orders thereunder and implementing standards and regulations resulting from the following Acts: Energy Policy and Conservation Act (PL 94-163); Provision of the Occupational Safety and Health Act, the National Occupational Safety and Health Act, Equal Employment Opportunity, Provisions of the Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60), and Attachment O of OMB Circular A102.

Compliance with Applicable Law & Regulations: The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

Contract: A bid or proposal submittal does not constitute a contract nor does it confer any right on the bidder/proposer to the award of a contract. A contract is not created until the submittal is accepted in writing by an authorized representative of CCPS or awarded through a sealed competitive bid or a sealed competitive proposal solicitation process and awarded by the Cecil County Board of Education.

All Bids and Proposals with respect to all items accepted, addenda, agreements, and all papers and documents accompanying the solicitation, including these general and specific conditions will constitute the Formal Contract between the Bidder and CCPS upon acceptance by Cecil County Public Schools or award by the Cecil County Board of Education.

Damage: The Contractor will be held responsible for, and will be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

Data Breaches: Vendor shall notify Board of Education in writing as soon as commercially practicable, however no later than seventy-two (72) hours, after Vendor has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Vendor shall have actual or constructive knowledge of an Incident if Vendor actually knows there has been an Incident or if Vendor has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this

section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. Vendor shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Vendor shall promptly take appropriate action to mitigate such risk or potential problem at Vendor's expense. In the event of an Incident, Vendor shall, at its sole cost and expense, restore the PII and any other Confidential Information, to as close its original state as practical, including, without limitation any and all CLIENT DATA, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

Data Storage: Data will not be stored outside the United States without prior, specific, informed written consent by Cecil County Public Schools (authorized Owner).

Data Collection, Use, and Sharing: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS. Vendor will collect and use Cecil County Public Schools data only to fulfill its duties and provide services under the Agreement between the parties. The vendor will not share client data, including anonymized data, with or disclose it to any third party. Exceptions to send data to affiliated subcontractors, agents, or third-party service providers of the Vendor as required to fulfill the purpose of the Agreement, may only be made with prior specific and informed written consent by Cecil County Public Schools.

Data Mining, Marketing, and Advertising: The vendor is prohibited from collecting Cecil County Public Schools data for any purposes other than those agreed to by the parties. Data mining or scanning of user or Board of Education content for the purpose of advertising or marketing to students, their parents/guardians, or Board of Education employees and staff is strictly prohibited.

Data Ownership: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS.

Digital Tools Accessibility Compliance: CCPS is committed to ensuring that digital technology is accessible to individuals with disabilities. That is, give equivalent access to digital tools provided to students with disabilities to be independently usable by the student. It must enable the student to acquire the same information, participate in the same interactions, and access the same services as a student without disabilities, with substantially equivalent ease of use. The vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of WCAG 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the Federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to the Education Article, § 7-910, Annotated Code of Maryland.

Maintenance and Support: During the contract, the vendor shall provide an updated completed Voluntary Product Accessibility Template (VPAT), also known as an Accessibility Conformance Report (ACR), ongoing maintenance and support for accessibility for provided digital tools including:

Accessibility Compliance Audit: The vendor will periodically conduct accessibility audits, at least annually, to ensure continued compliance with WCAG 2.1 Level AA. This audit should include a list of identified WCAG 2.1 Level AA violations and estimated remediation timeframes.

Accessibility Remediation: The vendor shall address any identified violations, conduct validation testing, and provide documentation of the testing results.

Accessibility Indemnification and Guarantees: The vendor agrees to indemnify and hold harmless CCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract. Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties stated in the Education Article, § 7-910, Annotated Code of Maryland.

Third-Party Technology: The vendor acknowledges that supplying third-party technology does not exempt the vendor from ensuring product compliance with this clause. The vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

Determination of Grade: The owner reserves the right to award an item and/or service to another Bidder/Proposer other than the lowest bid if, in its judgment, there is sufficient reason to believe that another Bidder/Proposer will better serve the best interests of the Board of Education of Cecil County, whether based on an objective test, subjective test, or experience.

Drug-Free Environment Policy: The Cecil County Public Schools is committed to a drug and alcohol-free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security, and productivity that we expect all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County to be drug-free. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

Employment of Registered Sex Offenders, Sexually Violent Predators, and Criminal Background Check Certifications for Persons with Uncontrolled Access to Students: Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. Amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, 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.

Amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its workforce must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator/child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Examination of Bid/RFP Documents: Each bidder must examine the bid documents carefully and must make a written request to the Owner for interpretation or correction of any

ambiguity, inconsistency, or error that which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document is binding. No bidder should rely upon any interpretation or correction given by any other method.

Any interpretation or correction of any ambiguity, inconsistency or error which Bidder/Proposer may discover, concerning the terms, conditions, specifications or verbiage contained in the solicitation document must be submitted in writing only, (5) five business days prior to the date of the Bid opening.

Exceptions: It must be the responsibility of the bidder/proposer to include with its Bid/RFP submittal a list and clarification of any deviations from the CCPS Terms, Conditions, and Specifications. Exceptions must be submitted with the bid/proposal and be attached to the "Offer and Acceptance Form." Exceptions may be permitted by CCPS, but only if the Bidder/Proposer is notified in writing by the Purchasing Department prior to the approval of the ITB/RFP contract award or acceptance of the Award of Contract letter.

Force Majeure: Except for payments of sums due for products delivered to and accepted by the participating jurisdictions no party must be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

Gifts and Gratuities: Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products, goods and services under provisions of the Contract issued as a result of this Bid or Request for Proposal may not accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

Governing Law/Disputes: The contract must be governed by the laws of the State of Maryland and nothing in this contract must be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Any claim, dispute, or other matter in question, concerning a question of fact will initially be referred to the CCPS Contract Manager in writing. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement must be referred to the CCPS Purchasing Department. The decision made by the CCPS Purchasing Department will be final and conclusive. The decision will be issued in writing to contractor.

Indemnification: Contractor must indemnify and save harmless the Cecil County Public Schools (CCPS), its agents, and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs of every kind and description to which CCPS 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 or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses or costs be against, suffered or sustained by CCPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom CCPS, its agents and employees, may become

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

Interpretation of the term “Approved Equal”: The Owner reserves the right to evaluate the quality of items and services offered as alternate or approved equal, and further reserves the right to reject any or all items judged not approved.

Method of Bid: Bids/Proposals must be submitted on the basis of individual items and services as specified according to the pricing structure for CCPS requirements on the Bid/Proposal Price Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of a discrepancy between the unit price and the total price, the unit price shall prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt must be paid directly to the entity on behalf of CCPS by the award bidder. Bids must not be withdrawn or altered for a period of ninety (90) days after the opening thereof.

Multi-agency Participation: It is the intent of the Cecil County Public Schools to make this bid/proposal available to any and all governmental and educational agencies. This includes public schools, private schools, parochial schools, and state, community, and private colleges. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to the requesting agencies. This agreement would be upon mutual consent between the Contractor and those agencies. Each participating agency would enter into its own agreement with the Contractor and this contract must be binding only upon the principals signing such an agreement.

Occupational Safety and Health Acts: Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

Order of Precedence: In the event of a conflict in the provisions of this solicitation, the following must prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and Services
- 4) Documents referenced in the solicitation
- 5) Instructions to Bidders/Proposers

Owner’s Right to Purchase from Other Sources: For failure to meet specifications, delivery schedules, or poor administrative or operational procedures or for any other just cause, the Owner reserves the right to purchase from another vendor and charge the Contractor

for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

Payment: Payment must be made within thirty (30) days after receipt of the original and correct invoice properly supported by signed delivery receipts. Invoices may be sent electronically to accountspayable@ccps.org.

Plan for Utilization of Minority Contractors: CCPS encourages the participation of Minority Contractors. Consideration for the award of the contract for a school building, improvements, supplies, or other equipment must be given to the lowest responsive/responsible bidder who conforms to specifications.

Price Adjustment: All unit prices and rates quoted must remain firm during the term of the Contract and subsequent renewal terms as indicated in the Proposal submittal. Contractors may request an increase according to the Consumer Price Index as specified below:

Consumer Price Index: Award Bidder(s) will have sixty - (60) days from the contract anniversary to submit a request for a Consumer Price Index (CPI) increase for the item bid from the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for U. S. City Average; which has been in effect for two (2) months prior to the first day of the contract anniversary date. The column; PERCENTAGE CHANGE FROM 12 MONTHS AGO; will be used to determine the percentage of price adjustment, if any. For calculating the CPI adjustment, follow the instructions below:

Step 1 - Access the U.S. Bureau of Labor Statistics website at the following internet address:

<http://www.bls.gov/cpi/home.htm>

Step 2 - Select the drop-down just under Bureau of Labor Statistics titled "Databases & Tools".

Step 3 - From the Databases and Tools drop-down and under "Data Retrieval Tools" select Top Picks.

Step 4 - Go down to Price Indexes and put a check in the box next to CPI for All Urban Consumers

(CPI-U) 1982-84=100 (Unadjusted) and then go to the bottom of the page and select "Retrieve data".

Step 5 - Near the top of the page, select More Formatting Options;. Put a check in the box for 12-Month

Percent Change [unselect all others in that group] and then click Retrieve Data. The file can be

downloaded into an Excel worksheet.

Basis for Adjustment - Adjustment shall be based on the average of the 12 months percentage published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted on October 5, 2004; the contract anniversary date is October 1, 2004; the BLS has published data up to August 2004; the requested price adjustment would be based on the average from September of 2003 to August 2004...effective October 2, 2004; this calculation shall include monthly BLS data labeled as "preliminary"]

Unit Price Change - Information Required: The following information shall be provided to Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, MD 21921.

The CPI increase is NOT automatic, as the Award Bidder(s) must request the increase. Indicate the Bid Number, Item Number from the Bid document, Current unit price, New/proposed price, Supporting documentation from the CPI and from the manufacturer. Validation and Decreases - CCPS shall validate the requested item and unit of measure percentage and/or dollar adjustment. CCPS may also review the CPI and reserves the right to decrease commodity prices if such adjustment is reflected in CPI data. Price Acceptance or Rejection – CCPS reserves the right to accept or reject any price increase within 30 days. If the price increase is rejected, the contract for the item(s) shall be terminated thirty (30) days from the date of the rejection letter.

Purchaser's Right of Selection: It is the responsibility of the Purchasing Department of the Cecil County Public Schools (CCPS) to evaluate offers and recommend awards. The Owner reserves the right to accept or reject bids/proposals in part, in whole, or waive any informalities that the Board of Education determines will best serve its purposes. The Owner reserves the right to accept a higher bid/proposal that complies with the intent of the bid/proposal provided that in the judgment of CCPS, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. In awarding the bid/proposal, consideration will be given to any previous performance for the Owner as to the quality of products, goods, and services; and to the bidder's or proposer's ability to perform if awarded the bid/proposal.

Qualification/References of Bidders/Proposers: The Owner may make such investigations as they deem necessary to determine the ability of the bidder/proposer to perform the work as specified, and the bidder/proposer must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner, within a reasonably short period of time, that such bidder/proposer is properly qualified to carry out the obligations of the Contract and to complete the work required.

Quantities: The quantities, as given, are intended only as a guide. The quantities are based on forecasts or previous purchases and are accurate to the best of our knowledge and ability; however, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Record Retention: The Contractor agrees to retain all books, records, and other documents relative to this agreement for seven (7) years after Contract close out after the last day of service and final payment. Each district, its authorized agents, and /or federal/ state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until stated matter is closed.

Royalties & Patents: The Contractor must pay for all royalties and patents and must defend all suit or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

Severability: The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid must not affect any other instruction, term, or condition of the Contract.

Standards of Identity: All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and Federal Law.

Subcontract/Assignment: The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval by the Purchasing Department of Cecil County Public Schools. The subcontractor must, by reference, incorporate all terms and conditions of this Contract.

Substitutes: In the event the Contractor is out of stock and cannot supply the product(s) or service(s) a substitution of equal or better quality, as agreed by an authorized representative of CCPS will be made. All Contract terms and conditions will apply to the products approved for substitution.

Technology-Based Instructional Products: All CCPS technology-based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with Section 508 federal Rehabilitation Act, of 1973 Maryland Subpart B Technical Standards, and the most recent revision of Web Content Accessibility Guidelines (WCAG) Standards at level AA, for accessibility by students and staff, with disabilities.

Per MD Code 7-910, Equivalent access includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance with accessibility standards in all purchase decisions. (COMAR 13A.05.02.13H)

Termination of Contract: The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.
2. Poor contractor performance, poor administrative procedures, and multiple failures by the Contractor to remedy the problem(s).
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. If the Owner terminates the Contract for Cause or Convenience, the Contractor shall not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor must be liable for the additional cost incurred by the Owner.

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will

be given to the Contractor.

Waiver and Rejection Rights: Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions of this solicitation, and
- Cancel a solicitation.

End of Section

INSURANCE REQUIREMENTS SECTION

ARTICLE 11 - INSURANCE

11.1 "Contractor's Liability Insurance"

Sub-paragraph 11.1.1, 11.1.2, and 11.1.3 must be deleted in entirety from the General Conditions and replaced with the following:

11.1.1 General Insurance Requirements

.1 The contractor must not commence work until it has obtained at their own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor must the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Owner of original, signed certificates of insurance or, alternately, at the Owner's request, certified copies of the required insurance policies.

.2 The contractor must require all subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and workers compensation and employers' liability insurance, in the same manner as specified for the contractor. The contractor must furnish subcontractors' certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder must include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Owner."

The phrases "endeavor to" and "... but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

.4 No acceptance or approval of any insurance by the Owner must be construed as relieving or excusing the contractor, or the surety, or their bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.

.5 Owner and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, must so state this. Coverage afforded under this paragraph must be primary as respects the Owner, its agents and employees.

.6 The Contractor covenants to save, defend, keep harmless and indemnify the County Board of Education and all of its elected or appointed officials, agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the contractor's performance or non-performance of the terms of the contract documents or its obligations under the contract. This indemnification must continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification must continue for all claims involving products or completed

operations after final acceptance of the work by the Owner for which the Owner gives notice to the contractor after final acceptance of the work.

.7 The contractor must be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operations under the contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

.8 Insurance coverage required in these specifications must be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner must have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor must be liable to the Owner for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

.9 Contractual and other liability insurance provided under this contract must not contain a supervision, inspection or engineering services exclusion that would preclude the Owner from supervising or inspecting the project as to the end result. The contractor must assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

.10 If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Owner may be considered. Written requests for consideration of alternate coverages must be received by Owner at least ten working days prior to the date set for receipt of bids or proposals. If the Owner denies the request for alternate coverages, the specified coverages will be required to be submitted.

.11 All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless Owner grants specific approval for an exception.

.12 The Owner will consider any deductible amounts as part of its review of the financial stability of the contractor. Any deductibles must be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor must purchase and maintain the below listed insurance as will protect himself and the Owner from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether on-site or off-site, or whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Without limiting the obligations or liabilities of the contract, the contractor must purchase the following coverages:

11.1.2 Contractor's Liability Insurance - "Occurrence" Basis:

.1 Commercial general liability with a minimum limit of \$3,000,000 per occurrence, \$3,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent contractors;
- iv. Products/completed operations to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards;
- viii. Board Form Property Damage including completed operations.

.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$3,000,000 per accident (minimum statutory limits for uninsured motorists).

.3 Workers compensation with statutory benefits as required by Maryland law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$500,000 per accident, \$500,000 per employee for disease, and a \$500,000 disease policy limit.

.4 Total limit requirements of .1, .2 and .3 may be met by a combination of primary and umbrella excess liability coverages.

11.1.3 Commercial General or Other Required Liability Insurance - "Claims Made" Basis

.1 If commercial general or other liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates must evidence a retroactive date, no later than the beginning of the contractors' or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

END OF SECTION

SPECIFIC CONDITIONS

Intent:

Cecil County Public Schools (CCPS) will begin a comprehensive Multifunction Copier, Laser Printer and Print Management Services program to be performed by one Contractor on July 1, 2025. The contract will combine and direct the usage of the laser printers and the Multifunction Copiers to reduce the cost per sheet printed.

CCPS requires users to send the print job to the most economical machine. This print management services/solution also involves our Print Shop located in the Central Offices. The high-capacity Xerox Copiers or its successors located there **are not** part of the replacement program but are part of the overall software program use. The CCPS-owned laser printer fleet has been reduced, but the remaining laser printers require a Print Management program to service and supply the laser printers.

Background:

There are approximately thirty-one (31) separate buildings and an enrollment of 14,880 students. Cecil County Public Schools currently leasing approximately **99** Multifunction Copier machines. At the end of this lease term ending June 30, 2025 the current vendor will be scheduled to remove the Multifunction Copier machines in coordination with the new Multifunction Copier machine delivery and installation into all school and office locations.

CCPS is currently using the same print management program with the same Contractor, Toshiba, to service and supply the approximately 160 connected laser printers owned by CCPS in the schools and Central Offices.

CCPS owns and maintains licensing for PaperCut v24.0, running across 4 centrally managed print queues, and locally hosts fleet management software for the vendor for the purposes of monitoring and servicing the machines.

Bidders are asked to provide pricing on:

Multifunction Copiers, as specified – to furnish, deliver inside, install equipment and related components, set in place, perform testing and have each Multifunction Copier ready for its intended use with training for school and office staff scheduled immediately after installation in a ‘teach the teacher’ type of training at each location and machine type explaining the functions and efficient operation the new Multifunction Copiers, for a three (3) year leasing program, and a Print Management Services Program – to furnish, deliver inside, install equipment, related components and supplies, set in place, perform testing and have each existing Laser Printer and brand new Multifunction Copier ready for its intended use with training for relevant staff scheduled as required after installation. All print management services, software and components must be compatible and operate with the functions and ease of use as required by CCPS for a successful Print Management Services Program for all Printer and copier machines system-wide Multifunction Copiers for the, three (3) year leasing program and contract term.

All Bid submissions must include in their unit pricing on the Bid Form the delivered costs for all products, supplies, labor, supervision, technical and repair services as well as preventative maintenance, mfr. replacement parts, toners, cartridges, etc. There must be no cost charged other than the unit prices listed on the Bid Form. Pricing will be one firm fixed price per month for all equipment use, products and services for the full length of the contract.

CCPS is looking for consistent billing to an annualized number and expects to be provided a flat rate contract for 36 months, which reasonably absorbs overages during month-to-month comparisons.

Clarifications:

If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Instructions and/or Conditions in this document, a written request for an interpretation thereof must be submitted to The Board of Education of Cecil County (hereinafter referred to as "The Board"), by email at procurement@ccps.org or delivered into the hands of the Purchasing Agent, no later than the date listed in the Notice to Bidders. The Board will not be responsible for any other interpretations or explanations of the Instructions and/or Conditions.

Contract Period:

This contract will begin approximately July 1, 2025 and expire on June 30, 2026. Upon mutual written agreement between Owner and Contractor, the contract may be extended for up to (2) two additional one-year periods pending agreement on any minor revisions to terms, conditions, and a decrease in overall pricing to CCPS.

Determination of Grade:

The Board of Education reserves the right to award an item to other than the lowest bid if, in its judgment, there is sufficient reason to believe that another item is a better grade or that it will better serve the interests of the Board of Education, whether based on product samples, objective tests, subjective tests, or experience.

Invoice:

Invoices submitted by the Contractor for payment must be submitted to the Owner in a current Microsoft Excel format, enabling Owner to sort, or manipulate the data.

Exceptions:

It will be the responsibility of the bidder to include with its bid a list and clarification of any deviations from the Conditions. The list must be attached to the "Offer and Acceptance Form." Exceptions will be permitted by CCPS only if the Proposer is notified in writing by the Purchasing Department prior to the approval of the ITB/RFP contract award or acceptance of the Award of Contract letter.

Exceptions may be accepted or deemed by CCPS as non-responsive, but CCPS reserves the sole judgement in determination as based upon the extent and impact of any such deviation(s).

Please note that responses to this bid must not be a direct piggyback off another contract award which will carry with it other conflicting terms and conditions. This will be considered a counter offer and therefore deemed not responsive and unable to be considered for award of bid.

References:

Vendors must provide a minimum of three (3) references of organizations of similar size and machine quantity. Please provide the following: Organizations Name, Contact Name, Phone Number and Email Address.

Trade-in: There are no trade-in products or equipment.

Additional Machines: If an additional Multifunction Copier(s) is added during the contract period, it will use the same unit prices as submitted on the Bid Form. The annual amount must be prorated to follow the contract period and terminate at the same time as this contract.

Laser printers will be added through the life of the contract at the same unit costs as submitted with the Bid Form proposal, regardless of the make and model.

Laser printers and Multifunction Copiers may be added through the life of the contract at the same cost/print as submitted with this bid, regardless of the make and model and will be prorated to the 36-month period. Cecil County Public Schools also reserves the right to increase or decrease the total number of machines up to 10% as needed to meet budgetary requirements or changes in school or systemwide operations.

Machines Removed from Service: Contractor must notify Owner in advance before units are dropped or removed from service. Contractor must notify Owner in writing at least thirty (30) days in advance before any printer or Multifunction Copiers units are dropped or removed from service. Further, substitution of machine manufacturer or model indicated is highly discouraged and must be approved by CCPS prior to any action taken.

The award bidder/contractor will, at the end of the contract period or at termination of the contract, remove copiers at no cost within sixty (60) days of written notice given by CCPS. Also, a certificate of Data Destruction for the CCPS data/information on the copiers will be provided at no cost within thirty (30) days of the removal of the each and every Multifunction Copier.

Bid Form:

Unit Pricing: Bid submittals must use the **CCPS Bid Form Worksheet only, figures must be legibly hand written or typed.** No soft copy/electronic version of the Bid Form will be issued or accepted. Bidders must use the CCPS Bid Form/Signature Page and its format only. Any changes in the Bid Form must be initialed and prominently noted by the authorized company official signing the Bid Form. Price will include all equipment, toner, parts, service, and preventative maintenance for Multifunction Copiers and laser printers.

Print Management:

Provide specific unit pricing. Bidder must provide sufficient detail, satisfactory to CCPS, to evaluate the method, software, and reporting that the Bidder will use to provide the most cost efficient solution of copying/printing and generating reports for CCPS.

Number of Prints / Copies:

There is no guarantee for number of prints / copies generated. The annual volumes listed on the Bid Form Worksheet should be considered accurate to the best of our knowledge using actual PaperCut figures.

Toner/Recycling:

Contractor must accept responsibility for supplying Multifunction Copiers and Laser Printers with manufacturer quality toner immediately upon implementation of this contract. Use of re-manufactured toner cartridges is permitted in laser printers but must be of sufficient quality to not be problematic or void manufacturer warranties on new machines with a manufacturer warranty.

Contractor will replace defective cartridges when notified by owner of problem with cartridge.

Contractor must have a used toner cartridge recycling program for each location. It must be easy to use. Postage/shipping must be prepaid for each toner cartridge whether returned by each unit or as a group of cartridges. Boxes/cartons and packaging must be supplied with shipping labels.

Service Requirements:

Minimum of a 24 hr. response time (on average) to service requests is required. In the event a machine is out of service for a period greater than four (4) business days, a loaner must be provided.

Owner will not provide triage with Contractor on service calls. Once call for repair is made, Contractor is expected to perform service repair in stated response time frame.

“Up Time” calculations by the contractor will not be used to determine if a particular machine or fleet of Multifunction Copiers and/or the print management program solution and/or services are acceptable. CCPS will work with the Contractor to remedy any issues and determine acceptable performance.

Maintain copier fleet throughout contract period by recommending and getting CCPS approval for relocating high usage copiers with low usage copiers during summer months. Recommend and perform other preventative measures to keep copiers in best possible operating condition.

Bid Award:

The bid award will be made in its entirety to one Bidder - the low responsive and responsible bidder meeting specifications with products and services for Laser Printers, Multifunction Copiers and a compatible print management solution, as approved by CCPS, for the contract period. Unit costs will be multiplied by the estimated quantity/volume per month, for each line item as indicated on the Bid Form Worksheet, including, but not limited to, the number of black and white and color images/clicks, the items, and services specified. This bid award will be presented to our Board of Education on November 13, 2024 for approval.

Survey: It is not practical or possible to allow every potential bidder to survey the Owner’s server system to obtain number of prints generated by the Owner’s printers. As such, Bidders will not be permitted to survey CCPS printers through the use of Bidders’ software or device. Owner has and will attempt to provide relevant information when requested; however, the information provided in this Invitation to Bid is the most current that is available.

Third Party Lease Agreements:

If the terms, conditions and rates are acceptable, CCPS will sign a third party operating lease or rental agreement for the 36-month FMV lease method only with or without \$1.00 buyout at the end of the contract period. CCPS will not insure any leased or rental equipment for liability.

Bidder must submit any Agreement or other related Contract document that CCPS is asked to sign with the Proposal submittal. Failure to submit all relevant documents to be used for this Contract award may deem the Proposal as non-responsive and therefore unable to be awarded.

Contact Method:

Bid submitted regarding Print Management for Multifunction Copiers and Laser Printers must detail the manner in which contractor intends to supply toner and maintain machines. This should include:

- The number of Technicians available and expected response time.
- Method of communicating service requests – phone/email, etc. If the method is by phone, there must be a toll-free number.
- Method of requesting toner as needed – phone/email, etc. If the method is by phone, there must be a toll-free number.

To be returned with the Bid submittal: The following must be returned as an offer complete with original authorized signatures, One (1) original Bid and one (1) copy if the Bid submittal.

1. One copy of – Offer and Acceptance Form
2. One copy of – Anti-Bribery Form
3. One copy of – Debarment Certification Form
4. One copy of – Non-Collusion Affidavit
5. One copy of – Registered Sex Offender/Sexually Violent Predator/Sex Offender Certification
6. One copy of – References
7. One copy of – Bid Form
8. One copy of – Bid Form Worksheet and Signature Page

END OF SECTION

TECHNICAL SPECIFICATIONS

All Multifunction Copiers offered and supplied to CCPS must be brand new, not used nor refurbished or a demonstrator model.

Buyers Laboratory will be used as the standard to confirm information on Multifunction Copier submitted by prospective Bidders.

Staples for the Multifunction Copier must be part of the cost of the lease / rental. There will be no additional charge to provide staples for the machine when requested.

Print Management:

Prox Cards Users – CCPS currently has 2,514 faculty and staff loaded into PaperCut. CCPS does not plan to significantly expand this number over the life of the contract, nor are there plans to extend licensing to students or hourly substitute teachers.

CCPS currently uses the network security account to tie to the PaperCut account. The proximity badge identifier and employee pin are the primary and secondary pin values on the PaperCut user account. The employee pin is populated from the network security account as part of the user update program. The badge identifier is populated by the user upon first use. CCPS uses the HID® Proximity 1386 ISOProx® II Card.

Print Servers – Currently, there is (1) one print server at each of the following: Carver Center, Administrative Services Center, the Cecil County School of Technology and each of the (5) five High Schools. Elementary and Middle Schools do not have print servers and instead do direct IP printing.

CCPS Print Servers are on the same domain, both on physical servers and virtually on-prem. The minimum server OS is Windows Server 2016 with plans to upgrade to Windows Server 2022 in the near future.

If requested, CCPS must be given a copy of the software product to evaluate to ensure that it can be supported.

Print Management Services – The awardee/contractor will pay for any parts, labor, services, etc. that must be replaced in the existing laser printers for the print management services to be fully functional and ready for its intended use. CCPS will only pay the cost per print and no other charges.

At the end of the contract period, all supplies, including toner cartridges that have been recently installed as needed into rented/leased or CCPS owned equipment will remain with the CCPS equipment. The Contractor must invoice for all supplies and services delivered prior to termination of the contract and must provide cumulative usage and repair data in the prescribed format within thirty days of contract completion or termination.

Laser Printers:

It is the intent of the Owner to continue using the existing Laser Printers. Bidders will enter a unit price per print to service and supply monochrome printers.

In regard to the Print Management Services portion of this Bid, the Contractor is expected to pay for any parts that must be replaced in the laser printers. CCPS will only pay the monthly cost per print and no other charges.

CCPS has removed the oldest and/or the least cooperative printers. The final count of laser

printers is approximately 160 and currently includes (110) HP LaserJet 4250 mostly bought in Summer 2007, (15) HP LaserJet 4350, (1) HP LaserJet M806, (24) HP LaserJet P4015, (1) HP LaserJet P4515 (see Exhibit A). All other laser printers were purchased in later years.

CCPS reserves the right to increase or reduce the quantity of laser printers and/or Multifunction Copiers annually during the contract period by approximately 10% if school system needs change.

Multifunction Copiers:

There are currently 99 Multifunction Copier machines in use of various speed and functions. Staples for the Multifunction Copier must be part of the base cost of the lease/rental. There will be no additional charge to provide staples for the machine when requested. The anticipated placement is approximately 99 Multifunction Copier machines.

Generally, there are three (3) levels of Multifunction Copier machines requested:

- Monochrome device capable of 75 pages per minute, or higher.
- Monochrome device capable of 45 pages per minute, or higher.
- Combination monochrome + color device capable of 45 pages per minute, or higher.

The devices will need to be accessible through two methods:

- Proximity card readers utilizing HID 0008L standard proximity badges,
- Or some other known code assigned to the user (user number, system identifier, etc.).

Cecil County Public Schools maintains the PaperCut software to help manage devices, user quotas/caps and user access to devices. All devices will need to be connected to PaperCut. CCPS also maintains several print servers and with several centralized print queues.

Each location will have:

- At least (1) Color Multifunction Copier capable of 45 pages per minute, or higher. In many cases, this is the machine in the area of the school office. Bidders must enter a cost per print to service and supply monochrome prints and a cost to service and supply color prints.
- At least (1) one 75ppm+ mono machine with the ability to hole-punch.
- Each device will be connected to the Cecil County Public Schools network (connected device).
- Each Multifunction Copier will be capable of double-sided copying.
- Each Multifunction Copier will have the ability to staple.
- At least (1) device per building will have the ability to fax, as specified.
- All the devices in the Central Office should be configured as a fax machine.

Owner will not be liable for any property tax or insurance.

Bids submittals must include information to prove, to the satisfaction of CCPS, the ability to capture meter readings for all printers, Multifunction Copiers and connected equipment in the Central Office Print Shop. This information is required to be produced, at a minimum, monthly for Owner to report on usage and support invoicing. The information is required to be provided to the Owner in Microsoft Excel compatible format and in an agreed upon field layout. An invoice must also be provided monthly, on a timely basis and in conjunction with the detailed usage report.

END OF SECTION

School and Office Locations for Cecil County Public Schools

| SCHOOL/OFFICE LOCATION | PHONE | FAX |
|-----------------------------------|---------------------------------|--------------|
| Bainbridge Elementary | 410-996-6030 | 410-378-2583 |
| 41 Preston Drive | Port Deposit, Maryland 21904 | |
| Bay View Elementary | 410-996-6230 | 410-287-8081 |
| 910 North East Road | North East, Maryland 21901 | |
| Calvert Elementary | 410-658-5335 / 410-398-5621 | 410-658-9130 |
| 79 Brick Meetinghouse Road | Rising Sun, Maryland 21911 | |
| Cecil Manor Elementary | 410-996-5090 | 410-996-5647 |
| 971 Elk Mills Road | Elkton, Maryland 21921 | |
| Cecilton Elementary | 410-275-1000 | 410-275-1271 |
| 251 West Main Street | Cecilton, Maryland 21913 | |
| Charlestown Elementary | 410-996-6240 | 410-287-5373 |
| 550 Baltimore Street | Charlestown, Maryland 21914 | |
| Chesapeake City Elementary | 410-885-2085 | 410-885-2644 |
| 2801 Augustine Herman Hwy. | Chesapeake City, Maryland 21915 | |
| Conowingo Elementary | 410-996-6040 / 410-658-6673 | 410-287-5373 |
| 471 Rowlandsville Road | Conowingo, Maryland 21918 | |
| Elk Neck Elementary | 410-996-5030 | 410-996-5648 |
| 41 Racine School Road | Elkton, Maryland 21921 | |
| Gilpin Manor Elementary | 410-996-5040 | 410-996-5412 |
| 203 Newark Avenue | Elkton, Maryland 21921 | |
| Holly Hall Elementary | 410-996-5050 | 410-996-5408 |
| 233 White Hall Road | Elkton, Maryland 21921 | |
| Kenmore Elementary | 410-996-5060 | 410-996-5467 |
| 2475 Singerly Road | Elkton, Maryland 21921 | |
| Leeds Elementary | 410-996-5070 | 410-996-5290 |
| 615 Deaver Rd. | Elkton, MD 21921 | |
| North East Elementary | 410-996-6220 | 410-287-5016 |
| 301 Thomas Avenue | North East, Maryland 21901 | |
| Perryville Elementary | 410-642-6540 | 410-642-2573 |
| 901 Maywood Avenue | Perryville, Maryland 21903 | |
| Rising Sun Elementary | 410-658-5925 / 410-378-4493 | 410-658-7999 |
| 500 Hopewell Road | Rising Sun, Maryland 21911 | |
| Thomson Estates Elementary | 410-996-5080 | 410-996-5272 |
| 203 East Thomson Drive | Elkton, Maryland 21921 | |

School and Office Locations for Cecil County Public Schools

| SCHOOL/OFFICE LOCATION | PHONE | FAX |
|--|------------------------------------|--------------|
| Bohemia Manor Middle | 410-885-2095 | 410-885-2485 |
| 2757 Augustine Herman Hwy. | Chesapeake City, Maryland 21915 | |
| Cherry Hill Middle | 410-996-5020 | 410-996-5435 |
| 2535 Singerly Road | Elkton, Maryland 21921 | |
| Elkton Middle School | 410-996-5010 | 410-996-5639 |
| 615 North Street | Elkton, Maryland 21921 | |
| North East Middle | 410-996-6210 | 410-287-8240 |
| 200 East Cecil Avenue | North East, Maryland 21901 | |
| Perryville Middle | 410-996-6010 / 410-642-2277 | 410-642-2692 |
| 850 Aiken Avenue | Perryville, Maryland 21903 | |
| Rising Sun Middle School | 410-658-5535 / 410-398-3019 | 410-658-9173 |
| 289 Pearl Street | Rising Sun, Maryland 21911 | |
| Bohemia Manor High | 410-885-2075 | 410-885-2485 |
| 2755 Augustine Herman Highway | Chesapeake City, Maryland 21915 | |
| Elkton High | 410-996-5000 | 410-996-5646 |
| 110 James Street | Elkton, Maryland 21921 | |
| North East High | 410-996-6200 | 410-287-1256 |
| 300 Irishtown Road | North East, Maryland 21901 | |
| Perryville High | 410-996-6000 | 410-642-2749 |
| 1696 Perryville Road | Perryville, Maryland 21903 | |
| Rising Sun High | 410-658-9115 / 410-378-2273 | 410-658-9121 |
| 100 Tiger Drive | North East, Maryland 21901 | |
| Cecil County School of Technology | 410-392-8879 | 410-392-8884 |
| 912 Appleton Road | Elkton, Maryland 21921 | |
| Administrative Service Center | 410-287-996-6250 | 410-287-4651 |
| 900 North East Road | North East, MD 21901 | |
| G.W. Carver Center | 410-996-5400 | 410-996-5454 |
| 201 Booth Street | Elkton, MD 21921 | |

OFFER AND ACCEPTANCE FORM

Board of Education of Cecil County (Cecil County Public Schools)
201 Booth Street
Elkton, MD 21921

Gentlemen and Ladies:

We have examined and understand the Instructions, Terms and Conditions for providing the products and services as described in **BID #25-03: Multifunction Copiers and Print Management** and our proposal submittal, including, but not limited to, all addenda and related documents related to the final agreement.

I/We agree to furnish the product and services from which our proposal is accepted, in compliance with the terms, Instructions, and Conditions, at the price and rates set on the attached Bid (Pricing) Form.

Proposals are an irrevocable offer for 90 days after the Bid opening time and date.

COMPANY

ADDRESS

Date

Authorized Signature

Telephone Number

Printed Name of Official

Fax Number

Title of Official

Taxpayer ID. Number

eMMA Vendor ID# (formerly e-Maryland Marketplace)

ANTI-BRIBERY FORM

STATE OF MARYLAND PROCUREMENT REGULATIONS 1AC APPENDIX F
PROCUREMENT GUIDELINES:

Procurement Article 21 - Section 3-405

Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe must be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a bid or otherwise applying for a contract must submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.

TO BE COMPLETED BY BIDDER

_____ affirms that it is in full compliance with the
aforementioned Maryland State Procurement Article 21, Section 3-405.

AUTHORIZED COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED TO, BEFORE ME,

ON THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

*CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS*

This certification is required by the regulation implementing Executive Order 12549. Debarment and Suspension 34 CFR Part 85. Section 85.510, Participants' responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTION FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the perspective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the perspective lower tier participant knowingly entered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction was originated may pursue available remedies.
3. The prospective lower tier participant must provide immediate written notice to the person to which this proposal is submitted if at any time the perspective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The perspective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The perspective lower tier participant by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely on a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transaction covered under paragraph 5 of these instructions, of a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

NON COLLUSION AFFIDAVIT

STATE OF _____ :s.s. COUNTY OF _____ :

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder; and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates, subsidiaries, officers, directors
(Name of my firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
above representatives (Name of my firm)
are material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this bid is submitted.

I understand, and my firm understands, that any misstatement in this affidavit is, and must be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of bids of this contract.

(Name and company position)

SWORN TO AND SUBSCRIBED, before me, this ____ day of _____, 20_____.

Notary Public

My commission expires _____

CECIL COUNTY PUBLIC SCHOOLS AFFIDAVIT**REGISTERED SEX OFFENDER / SEXUALLY VIOLENT PREDATOR / CRIMINAL
BACKGROUND CHECK CERTIFICATION**

Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, 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.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must 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.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination 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, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

| | |
|--------------------------------------|-------|
| Name (Printed) | Title |
| Authorized Signature | Date |
| Name of Company, Corporation or Firm | |

REFERENCES

List three (3) entities (preferably local school districts, other government or educational agencies, or services of a similar nature) where your firm has fulfilled a contract in the last eighteen (18) months for **Multifunction Copiers and Print Management** or services of similar scope and size. One reference may be with CCPS.

Reference #1

Brief Description of Organization:

Organization's name:

Representative's Name (_____)_____
Representative's Phone # (_____)_____
Fax Number

Reference #2

Brief Description of Organization:

Organization's name:

Representative's Name (_____)_____
Representative's Phone # (_____)_____
Fax Number

Reference #3

Brief Description of Organization:

Organization's name:

Representative's Name (_____)_____
Representative's Phone # (_____)_____
Fax Number

(Signature)

(Date)

RFP# 25-03: Multifunction Copiers and Print Management

NO BID STATEMENT

We, the undersigned, have decided not to bid for the following reasons:

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid/proposal response
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file only for the commodity/service listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks

Company Name

Company Address

Authorized Signature & Date

Print Name of Authorized

Email Address for Authorized Person

Telephone Number

Fax Number

**CECIL COUNTY PUBLIC SCHOOLS
201 Booth Street Elkton, MD 21921**

BID #25-03: MULTIFUNCTION COPIERS AND PRINT MANAGEMENT

BID FORM

The undersigned, having carefully examined the Contract Documents and having received clarification of all items of doubt or possible conflict hereby agrees to furnish all equipment, software, labor, supplies, permits, services, etc. necessary for **Bid #25-03: Multifunction Copiers and Print Management** as required in strict accordance with all applicable local, state and federal regulations.

As the duly authorized representative of the Contractor to make this agreement on behalf of the Contractor for which I am acting, I hereby declare that I have carefully examined the documents. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract, and agree to complete all work as required to the satisfaction of Cecil County Public Schools.

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda (if issued):

Authorized Signature _____

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum # 4 _____

*Note: Bidder must sign and submit Addenda with the proposal submission. The same person signing the Addenda acknowledgement(s) must sign the Bid Form.

Company Name

Authorized Signature / Date

Address

Name Printed / Title

Address

Representative Name & Email

**Bid #25-03: Photocopiers and Print Management Services
BID FORM WORKSHEET**

| Column Label | Column A | Column B | Column C | Column D | Instructions |
|---|---------------------------|----------------------|---------------------|--|--|
| Device Description | High Volume Copier | Medium Volume | Color Copier | Print Mgnt. Services | |
| Line No | | | | | |
| Target Device Output | 75+ ppm | 45+ ppm | 45+ color ppm | | |
| Qty. Required | 63 | 3 | 33 | 134 laser printers (+ 99 photocopiers) | |
| Device Make | | | | | |
| Device Model | | | | | |
| Device Output in Pages per Minute (both color / mono) | | | | | |
| Monthly Base Cost | | | | | |
| | | | | | |
| Total Monthly Base Cost | | | | | <i>multiply lines 2 x 6, column A, B, C, D</i> |
| | | | | | |
| Features Required: | | | | | |
| Proximity Card Reader (Qty. Required) | 63 | 3 | 33 | | |
| Monthly Cost per Device | | | | | |
| <i>Total Monthly Cost - Proximity Card</i> | | | | | <i>multiply lines 11 x 12, columns A,B,C</i> |
| 3 Hole Punch (Qty. Required) | 30 | 0 | 0 | | |
| Monthly Cost per Device | | | | | |
| <i>Total Monthly Cost - 3 Hole Punch</i> | | | | | <i>multiply lines 14 x 15, columns A,B,C</i> |
| Fax (Qty. Required) | 2 | 3 | 33 | | |
| Monthly Cost per Device | | | | | |
| <i>Total Monthly Cost - Fax</i> | | | | | <i>multiply lines 17 X 18, columns A,B,C</i> |
| Total Monthly Feature Costs | | | | | <i>For each column, add lines 13 + 16 + 19</i> |
| | | | | | |
| Estimated Monthly Mono Volume | 1,800,000 | 17,000 | 320,000 | 59,000 | <i>*Note: If you plan to charge the same rate for color copier volume, add the B&W & Color volumes to calculate the monthly volume</i> |
| Cost per Imprint | | | | | |
| Monthly Volume Charges | | | | | <i>multiply lines 22 x 23 for each column</i> |
| | | | | | |
| Estimated Monthly Color Volume | | | 340,000 | | <i>*See note above on line 22</i> |
| Cost per Imprint | | | | | |
| Monthly Volume Charges | | | | | <i>multiply lines 26 x 27</i> |

| | | | | | |
|--|----|--|--|--|---|
| | 29 | | | | |
| All-Inclusive Monthly Volume Program F | 30 | | | | For instance, if this is all-inclusive program with a fixed monthly cost. Enter a cost for each column. |
| | 31 | | | | |
| Total Monthly Volume Costs | 32 | | | | Add lines 24 + 28 + 30 for each column |
| | 33 | | | | |
| Column Totals of Monthly Costs | 34 | | | | Add lines 8 + 20+ 32 for each column |
| | 35 | | | | |
| Grand Total of Monthly Costs | 36 | | | | From line 34, add Columns A + B + C + D |
| | 37 | | | | |
| 36-Month Total Contract Cost | 38 | | | | Multiply line 36 x 36 months |

CCPS expects to be provided a flat rate contract for 36 months, which reasonably absorbs overages during month-to-month comparisons. After each contract year, CCPS and Contractor will re-evaluate monthly charges if volume increases or decreases by 10% or more to determine if changes are necessary for the new contract year.

CCPS may be interested in leasing laser printers for future usage in schools and offices to add marginally to the existing fleet of connected laser printers. Bidders are asked to provide Alternate pricing if they wish. **Whether or not pricing is supplied will have no outcome on the bid award.**

| Alternate: Leased Laser Printers, network capable, includes cables and operating supplies. List Mfr./Model | Qty./Unit | Cost/Month | Annual Cost | Comments |
|--|-----------|------------|-------------|----------|
| | | | | |

Printed Name of Authorized Official

Signature of Authorized Official

Date

Title of Authorized Official

Contact Information - Email and Phone

Contract Manager (single point of contact)

Contact Info. for Contract Mgr. - Email and Phone

EXHIBIT A

| SCHOOL | LaserJet 4250 | LaserJet 4350 | LaserJet P4015 | LaserJet P4515 | LaserJet M806 |
|-----------------------------------|------------------|------------------|-------------------|-------------------|------------------|
| 01-Bainbridge ES | 1 | | 1 | | |
| 02-Bay Veiw ES | 3 | | 1 | | |
| 03-Calvert ES | 2 | | | | |
| 04-Cecil Manor ES | 1 | | 1 | | |
| 05-Cecilton ES | 5 | | 1 | | |
| 07-Chesapeake City ES | | | 1 | | |
| 09-Elk Neck ES | 7 | | | | |
| 11-Holly Hall ES | 5 | 1 | 1 | | |
| 12-Kenmore ES | 2 | 1 | | | |
| 13-Leeds ES | 2 | | | | |
| 14-North East ES | 4 | | 1 | | |
| 15-Perryville ES | 1 | | | | |
| 16-Rising Sun ES | 7 | | | | |
| 17-Thomson Estates ES | 2 | | | | |
| 22-Cherry Hill MS | 8 | | | | |
| 24-Elkton MS | 5 | | 1 | | |
| 25-North East MS | 8 | 1 | | | |
| 26-Perryville MS | 8 | 6 | 1 | | |
| 27-Rising Sun MS | 3 | | 1 | | |
| 31-Bohemia Manor MS/HS | 13 | | | | |
| 32-Elkton HS | 4 | | 2 | | |
| 33-North East HS | 8 | 2 | 3 | | |
| 34-Perryville HS | 3 | | 5 | | |
| 35-Rising Sun HS | 5 | 1 | 1 | | |
| 37-Cecil Cty School of Technology | 3 | | 1 | | |
| 98-Admin Services Center | | | | 1 | |
| 99-Carver Center | | | 1 | | 1 |
| Grand Total | 110 | 12 | 23 | 1 | 1 |