



Office of Purchasing
10910 Clarksville Pike Ellicott City, Maryland 21042-6198
(410) 313-6724, fax (410) 313-6789

September 30, 2014

To All Interested Contractors:

The Howard County Public School System (HCPSS) invites your submittals to provide a MFD Maintenance/Service Contract and Purchase of a Booklet Maker for OCE 6250. Pricing to include delivery, set-up, onsite training and maintenance/services to the Print Services office of the Howard County Public School System as specified in Request for Proposals (RFP) No. 020.15.B2. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042, until **10:00 a.m. on Friday, October 17, 2014**.

Late submittals will not be considered. It is the responsibility of each offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

Copies of the Request for Proposal may be obtained by contacting the Purchasing Office at the address above or by calling (41) 313-6724. Copies of the RFP may also be obtained from the HCPSS website, <http://www.hcpss.org/about-us/purchasing/current-bids/>. Organizations obtaining the RFP from the website are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

A pre-submission conference will be held **October 6, 2014 at 10:00 a.m.** at the Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042. Howard County Public School System staff will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged. In order to assure adequate space, Offerors interested in attending the pre-submission conference should advise the Purchasing Office of the number of persons who will represent their firm no less than 48 hours prior to the conference.

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

CeCe Clement

CeCe Clement, CPPO, CPPB
Purchasing Manager

Tentative Timeline -
Subject to change

Post Bid for Public	September 30, 10:00 am
Pre-Bid Meeting	October 6, 10:00 am
Responses are due	October 17, 10:00 am
Review responses	October 20-22
Letter of Intent to the Awarded Bidder	October 23
Report for Board of Ed due	October 30
Board of Education Meeting	November 6
Inform Bidder of Award	November 7
Install Booklet Maker	As soon after November 7 as possible
Service Contract to start December 1, 2014; HCPSS will extend current contract to expire 11/30/14.	

The Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042

OCE 6250 MFD Maintenance/Service Contract
and Purchase of Booklet Maker for OCE 6250:
Print Services

Request for Proposal
No. 020.15.B2

Issue Date (Date of Release): September 30, 2014

Pre-Bid Date and Time: October 6, 2014 at 10:00 AM

Pre-Bid Location: 10910 Clarksville Pike, Ellicott City, MD 21042

RFP RESPONSES DUE DATE: October 17, 2014

RFP RESPONSES DUE TIME: 10:00 AM

BUYER:

CeCe Clement
Phone: 410-313-6724
Fax: 410-313-6789
Email: cclement@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

OCE 6250 MFD Maintenance/Service Contract
and Purchase of Booklet Maker for OCE 6250: Print Services

Request for Proposal
No. 020.15.B2

I. **INSTRUCTIONS TO BIDDERS**

The Board of Education of Howard County (BOE), with the Howard County Public School System (HCPSS) serving as Administrator, invites all interested and qualified Bidders to respond to this Request for Proposal (RFP) for OCE 6250 Maintenance/Service Contract and Purchase of Booklet Maker for OCE 6250 for Print Services.

This RFP requests that Bidders respond with the following procurement an OCE 6250 Maintenance/Service Contract and Purchase of Booklet Maker for OCE 6250. All responses shall be in accordance with the directions contained within this RFP document.

A. **RFP PREPARATION**

1. For the purpose and clarity of this document only, the word 'Bidder' will mean any reliable and interested vendor, dealer, contractor and/or manufacturer who may want to bid on this contract.
2. Bidder must submit one original with signatures and two hardcopies, of their proposal using HCPSS proposal forms, unless otherwise directed. The Bidder will also submit a portable flash drive/memory stick containing an electronic copy of their "Technical" Response to the RFP, **no pricing**.

Bidder must provide their RFP Response in two separate sealed envelopes. The first sealed envelope should include the Technical Response to include: the RFP Bidder's Submittal Sheet, the RFP Bidder's Information Sheet, the RFP Bidder's References Sheet, the RFP Bidder's Specification Response and Narrative Sheets, and the RFP Bidder's Signature Sheet "or" the NO BID RFP Reply Form. These documents: (1) with all questions answered; (2) without alteration; (3) with all documents properly signed, must be returned to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of the RFP documents.

The Bidder's second sealed envelope should include: the RFP Bidder's Price Sheet for Maintenance/Services contract on the existing owned OCE 6250 MFD (including Scanner and the new Booklet Maker) and the Purchase of the Booklet Maker for Print Services including any supporting materials. These documents: (1) with all requested pricing provided; (2) without alteration, must be returned to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of the RFP documents.

Telephone, facsimile, telegraphic, and/or electronic RFP responses will not be accepted as "originals" of the RFP response. It is the Bidder's responsibility to ensure that their RFP is delivered to the designated HCPSS location and office prior to the scheduled opening time.

3. It is the Bidder's responsibility to examine and understand all parts of the RFP including all parts of the Bidding documents, any addenda, drawings, or reference matter.
4. It is the Bidder's responsibility to comply with all terms & conditions set forth in HCPSS RFP for submission. Examples, but not limited to: correct number of originals, memory

stick, all requested info provided, etc.

5. Only authorized dealers may bid equipment in response to this RFP contract. At the discretion of the HCPSS, a certificate executed by the manufacturer, may be requested stating that the Bidder is an authorized dealer of the manufacturer and is duly authorized to service and maintain the equipment.

B. OBJECTIVES

1. The objective of this RFP is for the HCPSS to enter into a contractual relationship with the Bidder(s) proposing the best-qualified response(s) (hereinafter called the "Awarded Bidder"), selected through a competitive evaluation process, that will work well with the HCPSS in the performance of the requested products and services. Separate awards may be made for the purchase of the booklet maker and for the maintenance/service contract.
2. The HCPSS OCE 6250 MFD Maintenance/Service Contract and Purchase of Booklet Maker for OCE 6250 MFD for Print Services RFP requests the initial procurement of OCE BLM 550 Booklet Maker for the OCE 6250 MFD inclusive of any taxes, fees or other costs. The RFP requests Bidders to provide pricing:
 - a. Purchase of OCE BLM 550 Booklet Maker for the OCE 6250 inclusive of delivery, set-up and training.
 - b. A 5-year, renewable annually, Maintenance/Services agreement to cover the 6250 MFD with Scanner and Booklet Maker attachments; to include all service repairs and related replacement parts, along with the toner and stapling supplies needed to sustain the MFD, with 7,000,000 impressions annually. The HCPSS reserves the right to adjust the impressions based on volume in Print Services with the annual renewal.
3. Each Bidder is required to submit with their response, all RFP Bidder's documents, listed in Section D Contract Documents, covering their proposed product and services that will best meet the HCPSS "requirements" as outlined in Section III – Specifications.
4. Bidders must reference, on their RFP Bidder's Price Sheet submission, any Maryland State or other Government/Association contracts that provide eligibility to the HCPSS.
5. The Awarded Bidder is required to complete the installation of the OCE BLM 550 within 14 days of Notice of Award expected to be on or about November 7, 2014. The specific installation schedule will be negotiated between HCPSS and the Awarded Bidder following Letter of Intent to award.

C. CONTRACT PERIOD

The Maintenance/Services contract will be in effect for 60 months. The contract will begin on December 1, 2014 and, after review of service compliance and volume of impression requirements, be renewable annually upon mutual agreement of all contracting parties.

D. CONTRACT DOCUMENTS

1. The HCPSS RFP consists of the following sections and their related documents, which will become part of the governing contract document. The entire RFP Response document includes:
 - Section I - Instructions to Bidders,
 - Section II - Terms and Conditions,
 - Section III - Specifications,
 - Section IV – Submittal
 - RFP Bidder's Submittal Sheet
 - RFP Bidder's Information Sheet
 - RFP Bidder's References Sheet
 - RFP Bidder's Response Sheets
 - RFP Bidder's Price Sheets
 - RFP Bidder's Signature Sheet

- Attachment A - Meter Reads
- Attachment B - General Provisions
- Attachment C - Insurance
- Attachment D - Confidential Information
- Attachment E - Data Security & Privacy
- Attachment F - Family Education Rights and Privacy Act ("FERPA")
- Attachment G - Sex Offender Requirement
- Any plans or drawings made part of the RFP,
- Any addenda to the RFP, documented on the Bidder's Information Sheet with initials and date.

2. The Board of Education will award the contract as a result of this RFP solicitation. All Bidders, by submitting a response to the RFP, agree that if awarded, they will be bound under all sections of the contract document.

E. ISSUING OFFICE

1. The Issuing Office is the HCPSS Purchasing Department:
Howard County Public School System
Attn: CeCe Clement
10910 Clarksville Pike
Ellicott City, Maryland 21042
cclement@hcpss.org, phone: (410) 313-6724, fax: (410) 313-6789 fax
2. The Purchasing Department shall be the sole point of contact to Bidders for purposes of the preparation and submittal of their Request for Proposal to HCPSS.

F. PRE-SUBMISSION MEETING

1. A Pre-Submission Meeting will be held on the date and time specified on the cover page of the Request for Proposal. The meeting will be held at the Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042. Staff from the HCPSS will be available to answer questions on the scope of the work to assist Bidders in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged.
2. Items of clarification, and items affecting the scope of work of the RFP, may be the subject of the meeting.

G. QUESTIONS AND INQUIRIES

1. Any questions and inquiries from Bidders regarding the meaning or interpretation of the RFP, or any part thereof, must be submitted in writing (emails from the Bidder's office are acceptable) to CeCe Clement (cclement@hcpss.org) at the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042.
2. Bidders are encouraged to submit clarification or explanation questions prior to the Pre-Submission Meeting.

H. DUE DATE AND TIME

1. The Bidder's RFP responses shall be delivered to the Purchasing Office, Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042. The HCPSS recommends against the use of mail or delivery services that will not guarantee delivery directly to the HCPSS Purchasing Office.
2. Bidder responses must arrive at the Purchasing Office by the time and date specified on the cover of this RFP solicitation document in order to be considered. Both sealed envelopes submitted shall have the Bidder's name, the RFP name and the RFP number **PROMINENTLY** displayed, together with the words "RFP Response".

I. LATE RFP RESPONSES CANNOT BE ACCEPTED.

Bidder responses that arrive at the Purchasing Office "after" the time and date specified on the cover of this RFP solicitation will be considered late and will be rejected. RFPs delivered to the

Board of Education or the HCPSS will not be considered "received" until they physically arrive at the Purchasing Office. The HCPSS will not accept RFP responses from a delay on the part of a mail or delivery carrier.

J. WITHDRAWAL OF RFP RESPONSES

1. RFPs may be withdrawn by written, facsimile, telegraphed, or email notice if received by the Purchasing Office prior to the date and time specified for the return of the Bidder's RFP Response. Telephone calls, for the purpose of withdrawing a Bidder's RFP Response will not be accepted.
2. A Bidder's RFP Response cannot be withdrawn after the published date and time specified for the return of the Bidder's RFP Response.

K. ERRORS IN RFPS

1. Failure of the Bidder to thoroughly understand all aspects of the issued RFP, will not act as an excuse to permit withdrawal of their RFP Response nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors of omission on the part of the Bidders.

L. CLOSING PROCEDURES

1. The two sealed-envelopes containing the Bidder's Response will be due in the HCPSS Purchasing Office at the designated "Date and Time" specified on the cover of the RFP solicitation.

The first sealed envelope should include; the RFP Bidder's Submittal Sheet, the RFP Bidder's Information Sheet, the RFP Bidder's References Sheet, the RFP Bidder's Specification Response and Narrative Sheets, and the RFP Bidder's Signature Sheet "or" the NO BID RFP Reply Form. The contents of this sealed envelope should also be included on the portable flash drive/memory stick provided, **no pricing**.

The second sealed envelope should include; the Bidder's RFP Price Sheets and any supporting materials.

2. During the period of evaluation, no Bidder shall contact any member or employee of the HCPSS concerning the RFP award. Such action may result in the Bidder's RFP submittal being removed from evaluation and rendered non-responsive.

M. ETHICS REGULATIONS

The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Purchasing Office, Howard County Public School System (410) 313-6724.

N. SIGNATURE TO RFP RESPONSE

The RFP Bidder's Information Sheet, initials acknowledging receipt of addenda and RFP Bidder's Signature Sheet shall provide all the information requested and be signed by the person or persons legally authorized to sign contracts to be considered complete.

O. TAXES

The Howard County Public School System is Maryland Sales Tax exempt. Except for Maryland Sales Tax, all prices quoted shall be firm and include any additional taxes (for example – personal property tax), fees and surcharges for the term of the contract.

P. TRADE DISCOUNTS

All prices offered must be the lowest net price after trade discounts have been considered. RFP

responses offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the RFP response.

Q. TIME DISCOUNTS

Prompt payment discounts are solicited and will be treated as follows:

1. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the RFP responses for the purpose of determining the lowest price offered.
2. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

R. LATE PERFORMANCE

See section II. E.

S. MULTIPLE PRICES / ALTERNATIVE RFPS

1. Bidders are not permitted to offer multiple pricing on products defined in their RFP Response. If the Bidder believes that two or more manufacturer's products or model numbers will meet the specifications outlined in the HCPSS RFP solicitation, they must decide which one "best" meets the specifications and submit one price only. **Note: If said Bidder should submit more than one price on any item, the entire proposal will be rejected.**
2. Bidders are not permitted to submit an alternate RFP. **Note: If said Bidder should submit more than one RFP Response, all Responses from said Bidder will be rejected.**

T. BIDDER QUALIFICATION

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are replying to the RFP, and in both cases maintain a regularly established place of business. An authorized representative of the HCPSS may visit any prospective Bidder's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

U. LICENSES AND QUALIFICATIONS

1. The Awarded Bidder shall be required under Article 56, Section 270 (4) of the Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Bidders may visit the following website to ensure compliance: <http://www.dat.state.me.us/sdatweb/charter.html>
2. The HCPSS reserves the right to require that the Bidder demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

V. PRICE ADJUSTMENTS – NOT APPLICABLE TO THIS RFP

1. The Howard County Public School System will only consider adjustments on labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the bidder must submit to The Howard County Public School System, forty-five (45) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change.
2. The Howard County Public School System will also consider adjustments based on fees

outside of the control of the Bidder, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Bidder. The Howard County Public School System will then review the request and advise the Bidder of approval or disapproval of the price change request.

3. Price increase requests will not be considered if not accompanied with the proper information.

W. QUANTITIES

The HCPSS makes no guarantee that any or all of the estimated work will be assigned to the Awarded Bidder.

X. SITE INVESTIGATION

By submitting an RFP Response, the Bidder acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. The HCPSS shall not be responsible for any conclusions or interpretations made by the bidder of the information made available by HCPSS.

Y. RFP RESPONSE ACCEPTANCE

The HCPSS reserves the right to accept or reject any and all Bidder RFP Responses, in whole or in part, received as a result of this RFP solicitation or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. The HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

Z. RFP RESPONSE ACCEPTANCE TIME

The Bidder's RFP Pricing Sheet prices shall remain in effect for ninety (90) calendar days following the opening of the Bidder's RFP Response.

AA. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the RFP documents, or should they be in doubt as to the meaning or intent of any part thereof, they are encouraged to submit questions in writing as soon as possible. Requests shall include the RFP number and name.

The HCPSS Purchasing Office will issue written Addendum to the RFP as needed. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the RFP documents by HCPSS.

2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the HCPSS web page. Bidders are encouraged to visit the site frequently for updates, addenda, if any, and other information. The Bidder shall acknowledge the receipt of all addenda on the Bidder's RFP Information Sheet.

BB. CANCELLATION OF THE RFP

The HCPSS may cancel this RFP, in whole or in part, at any time before the RFP Response Date and Time designated for the Opening.

CC. ORAL PRESENTATION

Bidders may be required to make individual presentations to HCPSS representatives in order to clarify their RFP response.

DD. RESOLUTION OF DISPUTES

1. After RFP opening and RFP review, but prior to RFP award, if a Bidder's entire RFP response is declared to be non-responsive, the Bidder will be notified as to the reason(s)

for rejection.

2. Bidder's protests shall be filed in writing to the Purchasing Office within two days after notification.
3. Bidder's protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
4. Bidder's protests shall be addressed to Purchasing Office of the Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042. Labeled "Protest". The written protest shall include as a minimum the following:
 - a. Name and address of the Bidder submitting the protest
 - b. Appropriate identification of the HCPSS RFP (Name and RFP #)
 - c. Supporting exhibits, evidence, and/or documents to substantiate any claims
 - d. Suggested remedies

EE. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland, the HCPSS may, with Board of Education approval, participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public Bidding procedures. The HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the RFP requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder(s).

FF. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. It is the **goal** of the HCPSS that the Maryland Department of Transportation certified minority business enterprise firms participate in a minimum of twenty-five percent (25%) of the total dollar value of this procurement.
2. Minority Business Enterprise participation is defined by the procedures established for State of Maryland funded public school procurement projects. Program currently recognizes MDOT certified firms, but if you subcontract with any minority firms, please include in your response.

GG. BASIS FOR AWARDING RFPS

1. Contract award will be made by the HCPSS, approved by the Board of Education, based on the evaluation criteria listed in Table 1- HCPSS Evaluation Criteria for MFD Maintenance/Service Contract and Purchase of Booklet Maker.
2. The HCPSS hereby reserves the right to select the particular response to this RFP, which it believes will best serve its business and operational requirements, considering the evaluation criteria set forth in this document.
3. The HCPSS hereby reserves the right to solicit "Best and Final" offers only from a short list of Bidders receiving the highest evaluated scores. If a short list situation occurs, Best

and Final offers may be solicited from not less than two (2) of the highest evaluated scores.

4. The HCPSS hereby reserves the right to make an award of the RFP for all items, or any parts, thereof, to one or more Bidders, as set forth in detail under the information furnished in this document.
5. In the event of a tie where all factors are equal, award shall be made to the Howard County Bidder, the out of County Bidder but incorporated in Maryland, and the Bidder not incorporated in Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
6. The HCPSS reserves the right to reject any or all RFP responses which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items. The HCPSS also reserves the right to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown, or make an award deemed in the best interest of HCPSS.
7. Bidders must submit prices for all line items on the RFP Bidder's Price Sheet in order to be considered responsive.

Table 1 – HCPSS Evaluation Criteria for MFD Maintenance/Service Contract and Purchase of Booklet Maker

The evaluation criteria set forth below is how each Bidder's proposal will be evaluated for this RFP. The HCPSS reserves the right to evaluate, at its sole discretion, the extent to which each proposal meets these criteria in comparison to other Bidder proposals.

The HCPSS may, at its discretion, require presentations and/or demonstrations for clarification purposes. The evaluation will consider clarity of answers to questions asked by the HCPSS, explanation of the Bidder's methodology and generally pertinent information revealed which distinguishes one Bidder's proposal from another Bidder's proposal. The HCPSS reserves the right to include reference to 3rd party reviews/evaluation companies, as part of their overall Bidder evaluation process.

The HCPSS will evaluate proposals and equipment in a two-step process:

Step One - All Bidders' proposals shall be reviewed on the degree in which they "meet" or "exceed" the listed General and Maintenance/Services Specifications contained in the RFP. Also, review of the Bidder's References sheet is included with Step One. Proposals containing comprehensive narrative explanations will receive higher ratings. Proposals receiving a Weighted Score of 8.00 to 10.00 will be accepted and moved forward to Step Two.

HCPSS is willing to accept a vendor responding for Purchase of OCE BLM 550 Booklet Maker (including delivery, set-up and training) only. (Sec I.B.1)

Step One:	Score	Weight	Weighted Score
General Specifications – Section III, Item C.	1 to 10	35%	.35 to 3.50
Maintenance/Services Specifications – Section III, Item E.	1 to 10	45%	.45 to 4.50
References – provide at least 3 references (with the equipment and volumes proposed) - RFP Bidder's References Sheet.	1 to 10	20%	.20 to 2.00
Total -----		100%	1.00 to 10.00

Step Two – Qualifying Bidders’ proposals shall be reviewed on: (1) the annual maintenance/services costs; (2) the purchase price of the Booklet Maker. Bidders’ with the lowest pricing will receive the highest weighted score in Step Two.

Step Two:	Score	Weight	Weighted Score
Annual Cost of Maintenance/Services Agreement for OCE 6250 MFD with Scanner and Booklet Maker; B/W including supplies (toner, staples, NO PAPER) paid annually in advance for 60 months including 7 M impressions annually; contract renewable annually. <u>Cost Per Impression if different than cost above</u> for overage above 7 M impressions for B/W 6250 MFD.	1 to 10	100%	1.0 to 10.00
Total -----		100%	1.00 to 10.00
Purchase price of OCE BLM550 Booklet Maker including delivery, set-up and training.	1 to 10	100%	1.00 to 10.00
Total -----		100%	1.00 to 10.00

Price proposals that include an “all inclusive impression” proposal will be evaluated more favorably

Steps 1, and 2 Evaluation Notes

Score = ranges from 1 if vendor response did not meet criteria to 10 if vendor response completely met criteria

Weight = ranges based on the item importance to the overall evaluation

Weighted Score = A calculation of the “Score” multiplied by the “Weight” factor. The Weighted Scores are then summed for the Total Score for Step 1 and Step 2.

II. TERMS AND CONDITIONS

A. CONTRACT

The RFP documents and responses from the Awarded Bidder shall become the Contract for HCPSS and the Awarded Bidder. All portions of this RFP are listed in Section I, Item D.

B. CONTRACT ADMINISTRATION

1. CeCe Clement, (410) 313-6724, shall be responsible for the overall administration of the contract upon award by the HCPSS.
2. For the Awarded Bidder, all day-to-day communications regarding operations/repairs and services are to be directed to Ms. Barbara Bleiler, Contract Manager, (410) 313-6684. Communications should be in writing using the following email address: barbara_bleiler@hcpss.org.
3. No instructions, directions, nor information are to be given to the Awarded Bidder by any other HCPSS personnel. During installation, any change-order work shall not proceed until a change-order to the purchase order has been issued by the Purchasing Office; confirming this additional work and the applicable additional cost.

C. TERMINATION FOR DEFAULT

1. When the Awarded Bidder has not performed, or has unsatisfactorily performed the contract, or if there is a discrepancy in the amount invoiced, payment may be withheld at the discretion of the HCPSS. Failure on the part of the Awarded Bidder to fulfill contractual obligations shall be considered just cause for termination of the contract and the Awarded Bidder is not entitled to recover any costs incurred up to the date of termination.

2. Notification of Termination for Default shall be issued by the HCPSS in writing and shall be issued 30 days prior to termination date. In the event of default, the HCPSS may procure services from other authorized sources. The Awarded Bidder found in default will be held responsible for all costs incurred by the HCPSS.
3. Any evidence indicating installation or maintenance being performed by non-certified technicians on the MFDs, after the Contract is awarded, could result in the Contract being placed in default and terminated.

D. TERMINATION FOR FUNDING

1. Bidders are advised that funding for this RFP is appropriated by the Board of Education for the HCPSS on an annual basis. Subsequent contract years, after the initial year shall be subject to appropriated funding and satisfactory vendor performance.
2. Notwithstanding any contrary provision of this agreement, each payment obligation of the Howard County Public School System created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of the equipment or functionally similar equipment. If such funds are not allocated and available, this agreement may be terminated by HCPSS at the end of the period for which funds are available. The HCPSS shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the school system in the event this provision is exercised, and the school system shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the school system to terminate this agreement in order to purchase, lease, or rent similar equipment from another party.
3. The HCPSS shall pay all reasonable costs associated with termination of the Contract. However, the Awarded Bidder shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

E. LIQUIDATED DAMAGES

If the Awarded Bidder breaches its obligation to deliver and provide working MFDs in accordance with the completion date of November 30, 2014, as stated in the contract, the Awarded Bidder shall pay to the HCPSS, as liquidated damages, and not as a penalty, an amount equal to 100% of the cost for HCPSS to acquire a comparable Multifunctional Device for the period of time until the Awarded Bidder completes its contract obligation.

F. BILLING AND PAYMENT

1. The Awarded Bidder shall submit hardcopy invoices to the following:
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
2. The Invoices to the HCPSS billing address should contain the following information:
 - a. Contract Number or Customer Account Number
 - b. Customer Name and Address
 - c. Description of Service being invoiced
 - d. Billing Period covered
3. The HCPSS will make invoice payments within 30 days following the receipt of an acceptable invoice

G. BILLING VERIFICATION

1. Invoices showing the Awarded Bidder's pricing must be supplied to verify charges to HCPSS.
2. Invoice, after successful installation, for purchase of OCE BLM 550 Booklet Maker will be paid 30 days after invoiced.

3. Maintenance/Service contract invoices are to be paid at the beginning of annual Contract Period, with the first year prorated based on the installation schedule: Example - Year 1 (12/1/14-6/30/15), Year 2 (7/1/15-6/30/16), Year 3 (7/1/16-6/30/17), Year 4 (7/1/17-6/30/18), and Year 5 (7/1/18-6/30/19) and Year 6 (7/01/19 – 11/30/19). The annual maintenance/service contract invoices will be paid as soon as possible following the July 1st fiscal year start date.
 5. Invoices for “Impression Overages” are to be billed at the end of each contract year. Example - Year 1 (prorated year, after-6/30/15), Year 2 (after-6/30/16), Year 3 (after-6/30/17), Year 4 (after-6/30/18), Year 5 (after 6/30/19) and Year 6 (prorated year, after-11/30/19).
- H. GENERAL PROVISIONS - See ATTACHMENT B.
- I. INSURANCE - See ATTACHMENT C.
- J. CONFIDENTIAL INFORMATION - See ATTACHMENT D.
- K. DATA SECURITY & PRIVACY - See ATTACHMENT E.
- L. MATERIAL SAFETY DATA SHEETS (MSDS)
1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

Howard County Public School System
Attention Safety, Environment & Risk Management
10910 Clarksville Pike
Ellicott City, MD 21042
 2. MSDS must show the contract number under which the products were supplied or used.
- M. ASSIGNMENTS
- The awarded Bidder may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the HCPSS, an assignment does not release the Awarded Bidder from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.
- N. SUBCONTRACTORS
- See M. above.
- O. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT
1. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
 2. Repeated use or sale of tobacco on the HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on the HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.
- P. CRIMINAL HISTORY BACKGROUND CHECKS
- All employees, agents, or representatives of the Awarded Bidder who will be performing work on any phase of the contract arising out of this RFP may be subject to a criminal history background check by the HCPSS school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the

necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the HCPSS school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Bidder be barred from the HCPSS school system property.

Q. FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT (FERPA) - See ATTACHMENT F.

R. SEX OFFENDER NOTIFICATION - See ATTACHMENT G.

S. BUILDING/SITE OCCUPANCY

Under no circumstances shall any driveway, access road or walkway; be blocked by the Bidder's vehicles to prohibit use of or disruption to pedestrian or vehicular traffic to the buildings or site.

T. OCCUPIED BUILDINGS – SIGN IN PROCEDURES

Work under this contract and any resulting contract or sub-contract may take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. All vendor employees will abide by the rules and regulations of the HCPSS governing access to the school facilities by the public. This includes sign-in procedure, the wearing of badges, etc. The Awarded Bidder's employees shall conduct themselves in a professional manner while on the HCPSS's premises. Any employee found to disregard the nature of the HCPSS's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

U. IDENTIFICATION

The Awarded Bidder personnel, working in or around buildings designated under this contract, at all times shall wear a visible photo-ID card or display a visitor badge from the HCPSS facility while on the school system's premises. The Awarded Bidder shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Awarded Bidder must be identified in accordance with State and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

V. WORKING HOURS

All work shall be performed during normal work hours. Normal hours of work shall be defined as between the hours of 8:00 AM and 4:00 PM, Monday through Friday. The work shall be carried forward during normal work hours unless the Awarded Bidder elects on his own volition to extend operations beyond regular hours and at the approval of the customer onsite.

W. RIGHT TO ASSIGN WORK

The HCPSS school system reserves the right to complete projects in support of this contract through the use of HCPSS employees or to assign work to another vendor by use of a separate contract obtained through the HCPSS procurement process.

X. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

1. The Awarded Bidder shall continuously maintain adequate protection of all his work from damage, and shall protect the Howard County Public School System property from injury or loss arising in connection with this contract. He shall make good any damages, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Howard County Public School System. He/She shall adequately protect adjacent property as provided by law and the contract documents.

2. If deemed necessary, the Awarded Bidder will box around trees along the way of access, also all trees and shrubbery surrounding the building which are liable to injury by the moving, storing, and working up of materials. Use no permanent tree for attachment of any ropes or derricks. Replace and put in good condition every public way and private

way, catch basin, conduit, trees, fence or things injured in carrying out this contract, unless the same shall be permanently done away with by order of the Howard County Public School System.

3. The Awarded Bidder shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, overhead hoists, well holes, locker hatchways, scaffolding, window openings, stairways, falling materials and overhead work.
4. In any emergency affecting the safety of life, or of the work, or of the adjoining property, the Awarded Bidder, without special instruction or authorization, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. However if instructed specifically by proper authority, he shall so act without appeal. Any compensation, due to emergency work, claimed by the Awarded Bidder; shall only be authorized by the Howard County Public School System.

Y. RESPONSIBILITY OF BIDDERS

The Awarded Bidder is assumed to be skilled in the trade, and is solely responsible for compliance with OSHA regulations, performing the work in a safe and competent manner and in installation procedures required for this work. All supervision assigned to this project shall be experienced in this type of work. This Awarded Bidder's superintendent shall be designated as the "safety inspector," unless the Awarded Bidder appoints another.

Z. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with the following rules and regulations and any applicable laws:
 - a. National Fire Protection Association (NFPA)
 - b. Basic National Building Code (BOCA)
 - c. State Building Code (SBC)
 - d. Local Building Codes (LBC)
 - e. National Electrical Code (NEC)
2. Where any of the above is at variance with the drawings and Specifications, the code requirements shall take precedence, and any cost necessary to meet these shall be included in the Contract.
3. The Awarded Bidder shall apply for, and pay for, all permits required to perform this work. These costs are to be included in Awarded Bidder's RFP Price.

AA. SITE WORK REQUIREMENTS

Awarded Bidder is responsible to work in a neat and orderly fashion, such as to minimize disruption of the HCPSS employees. The job site shall be kept clean and free of debris at all times.

BB. ACCEPTANCE & INSPECTION

All work/service shall be subject to the inspection and approval of HCPSS Contract Manager before payment is made.

CC. GUARANTEE

1. All equipment and parts shall be guaranteed per manufacturers' standard warranties. The Awarded Bidder shall provide extended warranty coverage as needed to cover the contract period.
2. Items included in this RFP are to have a Total Satisfaction Guarantee. The Awarded Bidder will, without charge, replace equipment if the HCPSS is not satisfied, with a new identical model, or a new machine with comparable features and capabilities, for up to 12 months from equipment acceptance.

DD. RISK OF LOSS EQUIPMENT

Upon delivery of the equipment, risk of loss shall accrue to the HCPSS arising only from gross negligence or willful acts, or from theft or disappearance of the equipment. The risk of loss due to all other causes shall remain with the Awarded Bidder.

III. SPECIFICATIONS

A. INSTALLATION SITE

The HCPSS is requesting OCE BLM550 Booklet Maker be installed at Print Services 10920 Clarksville Pike, Bldg. D, Ellicott City, MD 21042.

B. BIDDER RESPONSES TO SPECIFICATIONS

1. Each Bidder is expected to provide the response requested on each General and Maintenance/Services Specifications section that reflects their ability to "Meet the Specifications."

In addition, at the end of each section (General and Maintenance/Services) space is provided for the Bidder to provide a written narrative describing "How" they will meet a Specification or this can be accomplished with additional documentation/attachments.

Bidders are encouraged to provide written narratives.

2. To assist Bidders in responding to this RFP, an overview of the current High-Speed/High-Volume Multi-Functional Devices (MFDs) currently installed is provided here before the Product Specifications:
Attachment A displays the historical volume data, from meter reads, for the 6250 MFD currently in use at the Print Shop, for the periods of July 2012-June 2013 and July 2013-June 2014. (All machine data is provided to get an overall view.)

C. GENERAL SPECIFICATIONS

Bidder Compliance Response Required (See Bidder's Specification Response Sheets)

The Awarded Bidder for purchase of OCE BLM 550 Booklet Maker shall provide:

1. A complete turn-key solution including delivery to the HCPSS installation site, on-site set-up of the MFD OCE BLM 550 Booklet Maker and supporting documentation required to place the OCE BLM 550 Booklet Maker into full production on the day of installation. Set-up includes:
 - a. Test network connections after install of the unit
 - b. Test copying, printing, and scanning functions
 - c. On-site training support to the HCPSS end-users, as needed
2. A delivery ticket with equipment delivery to the HCPSS. The Awarded Bidder must obtain a signature on the delivery ticket from an on-site HCPSS employee.

The Awarded Bidder for Maintenance/Services Contract shall provide:

3. Access to a resource fully trained on using the OCE 6250 with Scanner and Booklet Maker equipment for the duration of the Contract with HCPSS. The primary function of this resource will be to answer equipment-operating questions and provide supporting product and training literature, as needed to the HCPSS from the hours of 8:00 am to 4:00 pm.

D. MAINTENANCE/SERVICES SPECIFICATIONS

Bidder Compliance Response Required (See Bidder's Specification Response Sheets)

The Awarded Bidder will provide:

1. A Maintenance/Services contract for the OCE 6250 MFD with Scanner and Booklet Maker with service and supplies (toner and staples) based on 7,000,000 impressions. The contract will be for 60 months, renewed annually. The HCPSS reserves the right to adjust the number of impressions based on usage annually.

The contract shall include all labor, tools, supplies, parts (including drums, if applicable), transportation and incidental services or materials for on-site maintenance.

2. Access to the HCPSS to initiate "Requests for Repairs/Supplies" directly, from authorized

representatives from 8:00 AM – 4:00 PM, Monday through Friday, for the purpose of reporting Maintenance and Service issues. This ability may supplement an online or facsimile system if available.

The Awarded Bidder will (1) investigate the issue over the telephone with the HCPSS representative and (2) dispatch a technician, if required, to perform on-site service to restore the MFD to normal operations. Dispatched service shall be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

3. A response time for Repair Service requests within 4 hours for an out-of-service MFD (defined as not capable of producing a print or copy, down MFD), and within 8 hours for all other repairs (e.g. noisy MFD but operational). The Bidder's response time will be based on their telephone investigation of the issue with the HCPSS representative at the site.
4. Service repairs, on the MFD, are expected to be completed within a 24-hour period of the service technician's arrival at the service call location. If the MFD cannot be repaired during the initial visit, the Awarded Bidder will notify the HCPSS representative at the site prior to 3:00 PM with the estimated time frame for the completed repair.
5. A narrative on their ability to maintain the proposed MFD unit in such a way as to minimize out-of-service time. As needed, HCPSS will work with the Awarded Bidder to ensure a practical Service Level Agreement (SLA) is maintained throughout the entire life of the Maintenance agreement. Example: minimum xxx impressions between service calls for all proposed high volume/high speed black and white MFDs.
6. A draft Preventative Maintenance schedule covering the MFD in this RFP solicitation.
7. A Maintenance/Services process designed in such a manner that 100% of all MFD repairs can be accomplished on-site.
8. Confirmation that they will maintain an adequate supply of MFD toner and staples to meet the impression demand projected by the HCPSS. The Awarded Bidder will ship both MFD toner and staple supplies in bulk to the HCPSS site within 7-10 business days.
9. Only Original Equipment Manufacturer (OEM) brand toner ink and staples for the MFD units with delivery between **8:00 a.m. and 4:00 p.m.**, Monday through Friday, excluding holidays.
10. Only OEM Equipment Parts in accordance with the manufacturer's definitions for FULL SERVICE MAINTENANCE for normal wear usage. Due to the length of the contract, if OEM equipment parts are not available, the Awarded Bidder may use warranted refurbished parts with the concurrence of the HCPSS Contract Manager.
11. Confirmation that all staff providing maintenance or repair services are fully trained and are qualified to perform such maintenance, testing, etc. on the associated equipment.
12. A contact to act as the key point of contact for the escalation of maintenance and general service issues that will meet with the HCPSS monthly to review performance.

E. BOOKLET MAKER SPECIFICATIONS

Bidder Compliance Response Required (See RFP Bidder's Price Sheet)

The Awarded Bidder will provide:

A Price Quote for the purchase of OCE BLM 550 Booklet Maker; including delivery, set-up and training. In narrative, provide electrical requirements. **Only Original Equipment Manufacturer (OEM) equipment is acceptable. Use of refurbished equipment will cause Bidder's proposal to be rejected.**

F. DEFINITIONS:

1. New – Unit must be from the manufacturer and have never been used. Remanufactured or reconditioned is not considered to be new.

2. Original Equipment Manufacturer (OEM) – refers to the company that originally manufactured the product. When referring to replacement parts, OEM designates a replacement part made by the manufacturer of the original part.
3. Used Part – Remanufactured items and items in cartons not sealed by the manufacturer.
4. Supplies – All items necessary for the day-to-day operations, with the exception of paper and transparencies. Supplies will include toner and staples where applicable.
5. Down – An MFD not operational; out-of-service
6. Security of HCPSS data - Any item or material that may contain HCPSS data must not be accessible outside of the HCPSS (e.g. hard drive and memory board).
7. Multi-Functional Device – A product or device that has multiple functions including the capability to Printing, Copy, and Scan documents.
8. Equipment – For the purpose of this RFP, equipment refers to the “fundamental components” making up the Multi-Functional Device.

IV. **RFP SUBMITTALS**

Bidders will submit one original response with signatures and two hardcopies of their RFP submittal to the HCPSS, using the specified RFP submittal format. Each Bidder may attach a letter of explanation to the RFP submittal, if desired, to provide an explanation of any detail(s) in the RFP. The Bidder will also submit a portable flash drive/memory stick containing an electronic version of their "Technical Response" (**no pricing**) RFP submittal.

If the Bidder selects to not provide a response the HCPSS RFP #010.15.B1, they are requested to return the "NO BID" RFP Reply Form to the following:

Howard County Public School System
Attention: Purchasing Office
10910 Clarksville Pike
Ellicott City, MD 21042

Sealed envelope #1 shall include:

1. The RFP Bidder's Submittal Sheet
2. The RFP Bidder's Information Sheet
3. The RFP Bidder's References Sheet
4. The RFP Bidder's Specification Response and Narrative Sheets
5. The RFP Bidder's Signature Sheet "or" the NO BID RFP Reply Form

These documents must be returned:

1. with all questions answered
2. without alteration
3. with all documents properly signed

Sealed envelope #2 shall include:

1. The RFP Bidder's Price Sheet
2. Any supporting materials

Both sealed envelopes must be either mailed or hand carried before the time and date stated for return of the RFP documents, to the HCPSS Purchasing Office:

The Howard County Public School System
Attention: Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP BIDDER'S SUBMITTAL SHEET

Bidder Name: _____

Date: _____

CeCe Clement
Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042

The named Bidder hereby submits an RFP Submittal response to provide equipment, delivery, set-up, and training for RFP# 020.15.B2.

The entire RFP Response document includes:

- Section I - Instructions to Bidders,
- Section II - Terms and Conditions,
- Section III - Specifications,
- Section IV - Submittal
 - RFP Bidder's Submittal
 - RFP Bidder's Information Sheet
 - RFP Bidder's References Sheet
 - RFP Bidder's Specification Response Sheets
 - RFP Bidder's Signature Sheet
 - RFP Bidder's Price Sheet
- Attachment A - Meter Reads
- Attachment B - General Provisions
- Attachment C - Insurance
- Attachment D - Confidential Information
- Attachment E - Data Security & Privacy
- Attachment F - Family Education Rights and Privacy Act ("FERPA")
- Attachment G - Sex Offender Requirement
- Any plans or drawings made part of the RFP,
- Any addenda to the RFP, documented on the Bidder's Information Sheet.

All documents included in the RFP Submittal Response will become part of any resulting contract.

NOTES:

- All costs are to be all inclusive. The costs of all new equipment, installation services, disposal of old equipment, training, supervision, sub-contractors, mileage, clean up, waste disposal, overhead, and profit are to be included. Travel time shall be borne by the Bidder.
- Pursuant to 47 C.F.R. § 54.511(b) service provider submitting RFPs in response to this Request for Proposals must certify that the offered pricing is in compliance with the FCC's rule regarding Lowest Corresponding Price.
- The Owner is exempt from Maryland Sales Tax.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP BIDDER'S INFORMATION SHEET (Page 1 of 2)

BIDDER INFORMATION

Name of Bidder: _____

Years in Business: _____

Street Address: _____

Phone: _____

City, State and Zip: _____

Fax: _____

Web Page: _____

CONTACT INFORMATION FOR CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this Invitation for RFP response, please designate an employee whom HCPSS may contact during the period of the contract for contract administration issues or questions.

Name: _____

Title: _____

Street Address: _____

Phone: _____

City, State and Zip: _____

Fax: _____

Email: _____

Cellular: _____

RECEIPT OF ADDENDA

Received: Addendum: _____ Dated: _____

Received: Addendum: _____ Dated: _____

Received: Addendum: _____ Dated: _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP BIDDER'S INFORMATION SHEET (Page 2 of 2)

BUSINESS PROFILE

- A. Financial – Bidders need only supply one copy of the following with their proposals:
1. Public Companies
 - a. annual reports for the last three years
 - b. history and description of the company
 - c. recent reports from securities analysts
 - d. published reports about the company
 2. Private Companies
 - a. financial statements or tax forms from three years
 - b. history and description of the company
 - c. published reports about the company, if any
- B. Credit rating/report, letter from bank and suppliers.

PERSONNEL

Provide a list of key technical people in the organization. Include resumes and background specifics on the staff assigned to this contract regarding their experience, training, etc. to work on the type of MFD proposed in the RFP.

ACCESS TO TECHNICAL STAFF

Detail the procedures by which selected technical personnel from the HCPSS will have access to the Bidder's technical staff. Bidders shall specify the level of assistance that will be provided to the HCPSS technical staff to resolve specific networking issues. Include telephone number and "hours of operations" for helpdesk technical support as listed above.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP BIDDER'S REFERENCES SHEET

REFERENCES:

Bidders should provide three (3) Organization References where, in the past three years, your company has provided similar products and services with a similar scope to HCPSS. HCPSS will contact these references for verification. Preference will be given for references; (a) Maryland K-12 school districts, (b) K-12 school districts outside of Maryland, (c) other educational institutions, and (d) business or other government organizations.

1. Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Email address: _____

Current equipment in place supported by Bidder: _____

2. Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Email address: _____

Current equipment in place supported by Bidder: _____

3. Company Name: _____

Address: _____

Contact Name: _____

Telephone: _____

Email address: _____

Current equipment in place supported by Bidder: _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP BIDDER'S SPECIFICATION RESPONSE SHEETS

Each Bidder is expected to provide the response requested on each General, Product, and Maintenance/Services Specifications section that reflects their ability to "Meet the Specifications." In the "Product Specifications" all equipment being offered must meet the required specifications. For select items, there are preferred specifications listed. In the Product Specifications Bidder's Response and Narrative section the Bidder is asked to provide, for the unit proposed, the spec for the individual category listed.

In addition, at the end of each section (General, Product, and Maintenance/Services) space is provided for the Bidder to provide a written narrative describing "How" they will meet a Specification or this can be accomplished with additional documentation/attachments.

Bidders are encouraged to provide written narratives.

<p align="center"><u>General Specifications</u> <u>Bidder's Response and Narratives</u></p>	<p align="center">Bidder's Response YES or NO</p>
<p>C.1. A complete turn-key solution including delivery to the HCPSS installation site, on-site set-up of the MFD OCE BLM 550 Booklet Maker and supporting documentation required to place the OCE BLM 550 Booklet Maker into full production on the day of installation. Set-up includes:</p> <ul style="list-style-type: none"> a. Test network connections after install of the unit b. Test copying, printing, and scanning functions c. On-site training support to the HCPSS end-users, as needed 	
<p>C2. A delivery ticket with equipment delivery to the HCPSS. The Awarded Bidder must obtain a signature on the delivery ticket from an on-site HCPSS employee.</p>	
<p>C3. Access to a resource fully trained on using the OCE 6250 with Scanner and Booklet Maker equipment for the duration of the Contract with HCPSS. The primary function of this resource will be to answer equipment-operating questions and provide supporting product and training literature, as needed to the HCPSS from the hours of 8:00 am to 4:00 pm.</p>	
<p>Bidder's Response Narrative Section – Bidders may provide narrative documentation as an attachment, to explain how they intend to Meet or Exceed each. Bidder's should label the attachment: <u>Bidder's Narrative to RFP – General Specifications</u></p>	

RFP BIDDER'S SPECIFICATION RESPONSE SHEETS. cont'd

<p align="center"><u>Maintenance/Services Specifications</u> <u>Bidder's Response and Narratives</u></p>	<p align="center">Bidder's Response YES/NO or Details</p>
<p>D1. A Maintenance/Services contract for the OCE 6250 MFD with Scanner and Booklet Maker with service and supplies (toner <u>and staples</u>) based on 7,000,000 impressions. The contract will be for 60 months, renewed annually. The HCPSS reserves the right to adjust the number of impressions based on usage annually.</p> <p>The contract shall include all labor, tools, supplies, parts (including drums, if applicable), transportation and incidental services or materials for on-site maintenance.</p>	
<p>D2. Access to the HCPSS to initiate "Requests for Repairs/Supplies" directly, from authorized representatives from 8:00 AM – 4:00 PM, Monday through Friday, for the purpose of reporting Maintenance and Service issues. This ability may supplement an online or facsimile system if available.</p> <p>The Awarded Bidder will (1) investigate the issue over the telephone with the HCPSS representative and (2) dispatch a technician, if required, to perform on-site service to restore the MFD to normal operations. Dispatched service shall be between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.</p>	
<p>D3. A response time for Repair Service requests within 4 hours for an out-of-service MFD (defined as not capable of producing a print or copy, down MFD), and within 8 hours for all other repairs (e.g. noisy MFD but operational). The Bidder's response time will be based on their telephone investigation of the issue with the HCPSS representative at the site.</p> <p>D4. Confirmation that service repairs, on the MFDs, are expected to be completed within a 24-hour period of the service technician's arrival at the service call location. If the MFD cannot be repaired during the initial visit, the Awarded Bidder will notify the HCPSS representative at the site prior to 3:00 PM with the estimated time frame for the completed repair.</p> <p>D5. A narrative on their ability to maintain the proposed MFD units in such a way as to minimize out-of-service time. As needed, HCPSS will work with the Awarded Bidder to ensure a practical Service Level Agreement (SLA) is maintained throughout the entire life of the Maintenance agreement. Example: minimum xxx impressions between service calls for all proposed high volume/high speed black and white MFDs.</p> <p>D6. A draft Preventative Maintenance schedule covering the MFDs in this RFP solicitation.</p> <p>D7. A Maintenance/Services process designed in such a manner that 100% of all MFD repairs can be accomplished on-site.</p> <p>D8. Confirmation that they will maintain an adequate supply of MFD toner and staples to meet the impression demand projected by the HCPSS. The Awarded Bidder will ship both MFD toner and staple supplies in bulk to the HCPSS site within 7-10 business days.</p> <p>D9. Only Original Equipment Manufacturer (OEM) brand toner ink and staples for the MFD units with delivery between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.</p> <p>D10. Only OEM Equipment Parts in accordance with the manufacturer's definitions for FULL SERVICE MAINTENANCE for normal wear usage. Due to the length of the contract, if OEM equipment parts are not available, the Awarded Bidder may use warranted refurbished parts with the concurrence of the HCPSS Contract Manager.</p>	
<p>D11. Confirmation that all staff providing maintenance or repair services are fully trained and are qualified to perform such maintenance, testing, etc. on the associated equipment.</p>	

D12. A contact to act as the key point of contact for the escalation of maintenance and general service issues that will meet with the HCPSS monthly to review performance.

Bidder's Response Narrative Section – Bidders may provide narrative documentation as an attachment, to explain how they intend to Meet or Exceed each. Bidder's should label the attachment: **Bidder's Narrative to RFP – Maintenance/Services Specifications**

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

RFP BIDDER'S PRICE SHEETS

Bidder will place this form, and associated pricing data in a separate sealed envelope marked: Price Sheet

Instructions: Fill in dollar (\$) amount for maintenance/services costs, and cost per impression if different and dollar (\$) amount for purchase price of OCE BLM 550 Booklet Maker.

The Price Quote provided by the Bidder is "Guaranteed" for the Contract Term.

The below costs are based on meeting all specifications and maintenance/ services level agreements as specified in Section III of the RFP. The purchase cost should inclusive of any taxes, fees or other costs, such as delivery, set-up, testing, and training.

Maintenance/Service contract invoices are to be paid at the beginning of annual Contract Period, with the first year prorated: Example - Year 1 (12/1/14-6/30/15), Year 2 (7/1/15-6/30/16), Year 3 (7/1/16-6/30/17), Year 4 (7/1/17-6/30/18), and Year 5 (7/1/18-6/30/19) and Year 6 (7/01/19 – 11/30/19). The maintenance/services contract cost should represent an annual payment for a 5-year contract, to be paid with the aforementioned payment schedule.

RFP PRICING:	Cost per impression	Total Annual Cost Maint/Serv
<u>Annual Cost of Maintenance/Services Agreement</u> for OCE 6250 MFD with Scanner and Booklet Maker; B/W including supplies (toner, staples, NO PAPER) paid annually in advance for 60 months including 7 M impressions annually; contract renewable annually.		
<u>Cost Per Impression if different</u> than cost above for overage above 7 M impressions for B/W 6250 MFD.		
		<u>Cost of Booklet Maker</u>
<u>Purchase price</u> of OCE BLM550 Booklet Maker including delivery, set-up and training.		
Bidder's Response Narrative Section – Please provide electrical requirements for OCE BLM 550 Booklet Maker.		

Price proposals that include an "all inclusive impression" proposal will be evaluated more favorably

RFP BIDDERS SIGNATURE SHEET

A. BIDDER'S CERTIFICATION

1. I/we hereby certify to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the RFP prices quoted. I/we certify that this RFP response is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a RFP response for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this RFP response is made without having contacted any employee within The Howard County Public School System, unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this RFP response is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any Bidder or person to put in a sham RFP response or to refrain from responding to this RFP and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the RFP response prices of the affidavit or any other Bidder, or to fix any overhead, profit or cost element of said RFP response price, or that of any Bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said RFP response are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the Bidder.

B. BIDDER/BIDDER DISQUALIFICATION - BRIBERY

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a RFP response or otherwise applying for a contract shall 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.

Submitted by:

(Bidder name) _____

(Street address) _____

(City, state and zip) _____

(Telephone number) _____

(Person authorized to sign RFP responses) _____

(Title of authorized representative) _____

(Signature of authorized representative) _____

(Date) _____

HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

"NO BID" RFP REPLY FORM

RFP Number: 020.15.B2

Bidder: _____

To assist us in obtaining good competition on our Request for RFPs, we ask that each firm that has received an invitation, but does not wish to RFP, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders List by so indicating below. This form may be faxed to (410) 313-6789.

Unfortunately, we must offer a "No RFP" at this time because:

- _____ 1. We do not wish to participate in the RFP process.
- _____ 2. We do not wish to RFP under the terms and conditions of the Request for Sealed RFP Document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit an RFP because of the marketing or franchising policies of the company.
- _____ 5. We do not wish to sell to the Howard County Public School System. Our objections are:

- _____ 6. We do not sell the item(s)/service(s) requested in the specifications.
- _____ 7. Other: _____
- _____ 8. We wish to remain on the Bidders List.
- _____ 9. We wish to be removed from the Bidders List for the above stated commodity.

OCE /Canon 2013-2014 PRINT SHOP	Model	Serial #	RFP #020.15.B2												ATTACHMENT A		
			Meter Read 6/30/2012	Meter Read JUL	Meter Read AUG	Meter Read SEPT	Meter Read OCT	Meter Read NOV	Meter Read DEC	Meter Read JAN	Meter Read FEB	Meter Read MAR	Meter Read APR	Meter Read MAY	Meter Read JUN	Meter Read JUL	YTD*
																	Total
2110A1600	2110		22,739.631	23,192.564	23,666.642	24,190.028	24,702.523	25,082.061	25,280.401	25,692.774	25,985.533	26,251.792	26,476.306	26,815.910	27,286.047	4,546,416	
2110B2706	2110		23,572.424	23,904.299	24,377.199	24,813.261	25,190.562	25,600.897	25,744.105	26,099.637	26,313.257	26,659.439	26,922.587	27,230.346	27,696.399	4,123,975	
2110C2478	2110		18,427.704	18,868.287	19,301.055	19,638.209	20,017.860	20,226.433	20,349.811	20,630.076	20,831.505	21,079.956	21,278.720	21,463.128	21,673.722	3,246,018	
8205DKZT00803	8205		1,147.806	1,482.434	1,898.959	2,248.345	2,620.191	2,885.509	2,998.878	3,344.822	3,561.383	3,833.240	4,091.442	4,345.473	4,682.780	3,534,974	
8205DKZT00875	8205		1,400.297	1,857.704	2,530.302	2,954.656	3,465.495	3,782.223	3,903.651	4,227.069	4,334.181	4,662.089	4,866.402	5,064.646	5,546,740	4,146,443	
8205DKZT00804	8205		1,584.516	2,045.112	2,561.781	3,004.463	3,568.935	3,925.189	4,185.598	4,543.050	4,818.480	5,238.063	5,527.401	5,841.978	6,234.881	4,650,365	
C7065HJY54153	7065	bw	2,746	2,894	3,507	3,507	3,603	3,603	3,635	3,652	4,528	4,529	4,529	5,131	5,776	3,030	
C7065HJY54153	7065	color	14,278	14,823	18,830	30,268	31,362	38,378	41,586	69,944	79,065	107,283	107,626	116,917	146,767	132,489	
426 clicks	6250	6E+08	1,210.747	1,224.252	1,239.718	1,251.014	1,255.478	1,258.992	1,260.052	1,271.026	1,277.366	1,279.046	1,285.209	1,294.183	1,303.968	93,221	
Input below for 6250			26,010.584	26,282.420	26,889.014	27,158.051	27,448.949	27,669.571	27,685.290	27,974.408	28,030.515	28,198.959	28,262.153	28,435.173	28,559.667	2,549,083	
Actual Monthly Usage																27,026,014	
2110A	2110			452,933	474,078	523,386	512,495	379,538	198,340	412,373	292,759	266,259	224,514	339,604	470,137		
2110B	2110			331,875	472,900	436,062	377,301	410,335	143,208	355,532	213,620	346,182	263,148	307,759	466,053		
2110C	2110			440,583	432,768	337,154	379,651	208,573	123,378	280,265	201,429	248,451	198,764	184,408	210,594		
8205DKZT00803	8205			334,628	476,525	349,386	371,846	265,318	113,369	345,944	216,561	271,857	258,202	254,031	337,307		
8205EKZT00875	8205			457,407	672,598	424,354	510,839	316,728	121,428	323,418	107,112	327,908	204,313	198,244	482,094		
8205FKZT00804	8205			460,596	516,669	442,682	564,472	356,254	260,409	357,452	275,430	419,583	289,338	314,577	392,903		
C7065HJY54153	7065	bw		148	613	0	96	0	32	17	876	1	0	602	645		
C7065HJY54153	7065	color		545	4,007	11,438	1,094	7,016	3,208	28,358	9,121	28,218	343	9,291	29,850		
426/ clicks	6250			13,505	15,466	11,296	4,464	3,514	1,060	10,974	6,340	1,680	6,163	8,974	9,785		
426/ clicks				271,836	606,594	269,037	290,898	220,622	15,719	289,118	56,107	168,444	63,194	172,960	124,554		
				2,764,056	3,612,218	2,804,795	3,013,156	2,167,898	980,151	2,403,451	1,379,355	2,078,583	1,507,979	1,790,450	2,523,922	27,026,014	
OCE /Canon 2013-2014 PRINT SHOP	Model	Serial #	JUL	AUG	SEPT	OCT	NOV	DEC	REPAIRS JAN	FEB	MAR	APR	MAY	JUN	Total	YTD*	Total
2110A1600	2110		1	2	1	1	2	2	0	1	1	0	2	2	2	16	
2110B2706	2110		0	2	3	3	1	0	3	6	2	3	1	2	2	25	
2110C2478	2110		1	1	3	3	4	1	2	4	1	2	2	2	0	23	
8205D KZT00803	8205		3	1	1	1	6	1	0	0	3	3	1	4	4	27	
8205E KZT00875	8205		3	5	2	7	1	2	5	9	5	4	4	1	2	46	
8205F KZT00804	8205		4	4	4	2	2	1	6	3	5	3	3	4	5	43	
C7065HJY54153	7065		0	1	0	0	0	0	0	0	0	0	0	0	2	3	
426	6250		1	2	0	1	1	1	3	3	0	0	0	1	1	10	
Totals			13	18	14	23	23	7	9	25	19	18	13	16	18	193	
								# of Impressions per repair									
2110A	2110		452,933	237,039	523,386	256,248	189,769	#DIV/0!	412,373	292,759	#DIV/0!	112,257	169,802	235,069			
2110B	2110		#DIV/0!	236,450	145,354	377,301	#DIV/0!	47,736	59,255	106,810	115,394	263,148	153,880	233,027			
2110C	2110		440,583	432,768	112,385	94,913	208,573	61,689	70,066	201,429	124,226	99,382	92,204	#DIV/0!			
8205DKZT00803	8205		111,543	416,525	349,386	61,974	265,318	#DIV/0!	#DIV/0!	72,187	90,619	258,202	63,508	84,327			
8205EKZT00875	8205		152,469	134,520	212,177	72,977	316,728	60,714	64,684	11,901	65,582	51,078	198,244	241,047			
8205FKZT00804	8205		115,149	129,167	110,671	282,236	178,127	260,409	59,575	91,810	83,917	96,446	78,644	78,581			
C7065HJY54153	7065		#DIV/0!	4,620	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	15,248		
426	6250		285,341	311,030	#DIV/0!	295,362	#DIV/0!	16,779	100,031	#DIV/0!	#DIV/0!	#DIV/0!	181,934	134,339			

		RFP #020.15.B2													ATTACHMENT A	
OCE /Canon	Model	Meter Read 6/30/2012	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Meter Read YTD*	Total
2110A I600	2110	17,478,621	18,104,453	18,773,355	19,225,459	19,626,933	20,102,702	20,432,761	20,829,045	21,170,428	21,504,131	21,885,394	22,280,301	22,739,631	5,261,010	
2110B 2706	2110	18,117,327	18,795,307	19,410,460	19,988,637	20,538,200	20,973,118	21,165,920	21,505,585	21,869,892	22,313,150	22,760,601	23,246,858	23,572,424	5,455,097	
2110C 2478	2110	13,169,269	13,889,328	14,236,707	14,730,376	15,063,013	15,604,021	15,964,420	16,532,170	16,885,939	17,275,040	17,668,879	18,075,690	18,427,704	5,258,435	
8205DKZT00803	8205	68	68	68	68	68	68	68	68	68	275,478	592,337	825,139	1,147,806	1,147,738	
8205DKZT00875	8205	55	55	55	55	55	55	55	55	55	343,664	708,341	1,028,699	1,400,297	1,400,242	
8205DKZT00804	8205	82	82	82	82	82	82	82	82	82	352,569	809,908	1,155,469	1,584,516	1,584,434	
C7065HJY54153	7065	32	32	32	32	32	32	32	32	32	1,410	2,704	9,684	14,274	2,714	
C7065HJY54153	7065	4	4	4	4	4	4	4	4	4	1,811	7,126	9,684	14,278	14,274	
461 D	2090	29,242,168	29,811,280	30,312,048	30,747,699	31,150,044	31,539,800	31,742,545	32,109,821	32,290,286	32,334,428	32,334,428	32,334,428	32,334,428	3,092,260	
434 E	2090	26,936,219	26,938,219	30,408,933	30,846,962	31,326,959	31,753,789	32,041,839	32,507,701	32,680,411	32,722,199	32,722,199	32,722,199	32,722,199	5,785,980	
460 F	2090	30,361,389	31,027,690	31,475,170	31,843,837	32,297,409	32,766,872	33,025,020	33,490,947	33,773,596	33,829,565	33,829,565	33,829,565	33,829,565	3,468,176	
426 clicks	6250	1,067,078	1,086,125	1,097,901	1,128,196	1,143,988	1,156,007	1,167,941	1,173,763	1,184,259	1,205,098	1,210,004	1,210,705	1,210,747	143,669	
Input below for 6250		22,455,351	22,797,361	23,060,570	23,598,709	24,051,774	24,344,568	24,557,918	24,750,646	24,920,971	25,263,927	25,532,824	25,961,715	26,010,584	3,555,233	
															36,169,262	
Actual Monthly Usage																
2110A	OCE 2110		625,832	668,902	452,104	401,474	475,769	330,059	396,284	341,383	333,703	381,263	394,907	459,330		
2110B	OCE 2110		677,980	615,153	578,177	549,563	434,918	192,802	339,665	364,307	443,258	447,451	486,257	325,566		
2110C	OCE 2111		720,059	347,379	493,669	332,637	541,008	360,399	567,750	353,769	389,101	393,839	406,811	352,014		
8205DKZT00803	Canon 8205		0	0	0	0	0	0	0	0	275,410	316,859	232,802	322,667		
8205EKZT00875	Canon 82-5		0	0	0	0	0	0	0	0	343,609	364,677	320,358	371,598		
8205FKZT00804	Canon 8205		0	0	0	0	0	0	0	0	352,487	457,339	345,561	429,047		
C7065HJY54153	Canon 7065 color		0	0	0	0	0	0	0	0	1,378	5	1,289	42		
C7065HJY54153			0	0	0	0	0	0	0	0	1,807	5,315	2,558	4,594		
461 D	OCE 2090		569,112	500,768	435,651	402,345	389,756	202,745	367,276	180,465	44,142	0	0	0		
434 E	OCE 2090		2,000	3,470,714	438,029	479,997	426,830	288,050	465,862	172,710	41,788	0	0	0		
460 F	OCE 2090		666,301	447,480	368,667	453,572	469,463	258,148	465,927	282,649	55,969	0	0	0		
426/ clicks	OCE 6250		19,047	11,776	30,295	15,792	12,019	11,934	5,822	10,496	20,839	4,906	701	42		
426/ clicks	OCE 6250		342,010	263,209	538,139	453,065	292,794	213,350	192,728	170,325	342,956	268,897	428,891	48,869		
			3,622,341	6,325,381	3,334,731	3,088,445	3,042,557	1,857,487	2,801,314	1,876,104	2,646,447	2,640,551	2,620,135	2,313,769	36,169,262	
OCE /Canon																
2012-2013																
PRINT SHOP																
2110A I600	2110	4	1	4	2	1	2	3	2	2	1	0	0	22	5,261,010	
2110B 2706	2110	5	7	2	1	4	2	4	1	0	2	0	2	30	5,455,097	
2110C 2478	2110	2	1	4	1	4	2	1	0	3	0	0	4	22	5,258,435	
8205D KZT00803	8205										1	3	3	7	1,147,738	
8205E KZT00875	8205										3	2	3	8	1,400,242	
8205F KZT00804	8205										2	3	1	6	1,584,434	
C7065HJY54153	7065										0	0	0	0	2,714	
461 D	2090	6	1	1	3	3	2	2	1	0				19	3,092,260	
434 E	2090	4	4	1	2	2	1	1	2	1	1			18	5,785,980	
460 F	2090	4	4	1	2	2	2	2	2	1				20	3,468,176	
6250	6250	1	0	0	0	0	0	1	0	0	0	1	1	4	3,698,902	
Totals		26	18	13	11	16	11	14	8	7	9	9	14	156	36,169,262	
							# of Impressions per repair									
2110A	2110	156,458	668,902	113,026	200,737	475,769	165,030	132,095	170,692	166,852	381,263	#DIV/0!	#DIV/0!	#DIV/0!		
2110B	2110	135,596	87,879	289,089	549,563	108,730	96,401	84,916	364,307	#DIV/0!	223,726	#DIV/0!	#DIV/0!	162,783		
2110C	2110	360,030	347,379	123,417	332,637	135,252	180,200	567,750	#DIV/0!	129,700	#DIV/0!	#DIV/0!	#DIV/0!	88,004		
8205DKZT00803	8205									#DIV/0!	316,859	77,601	107,556			
8205DKZT00875	8205									#DIV/0!	121,559	160,179	123,866			
8205DKZT00804	8205									#DIV/0!	228,670	115,187	429,047			
C7065HJY54153	7065									#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
461 D	2090	94,852	500,768	435,651	134,115	129,919	101,373	183,638	180,465	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
434 E	2090	500	867,679	438,029	239,999	213,415	288,050	465,862	86,355	41,788	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
460 F	2090	166,575	111,870	368,667	226,786	234,732	129,074	232,964	141,325	55,969	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
426	6250	361,057	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	198,550	#DIV/0!	#DIV/0!	#DIV/0!	429,592	48,911			

ATTACHMENT B

GENERAL PROVISIONS

1. The Howard County Public School System (HCPSS) is a public school system in the state of Maryland.
Federal Tax ID: 52-6000968
Maryland Sales Tax: 30001219
Federal Excise Tax: 52-73-0257K
2. All shipments must be prepaid, shipped by truck or parcel post. Please prepay and add to invoice.
3. Invoices in duplicate, and sent to:
The Howard County Public School System
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198.
4. Delivery hours shall be between 8:00 a.m. to 4:00 p.m. Monday to Friday, excluding holidays.
5. The Bidder may not assign or transfer this contract, any interest herein or any claim hereunder except as expressly authorized in writing by HCPSS.
6. All documents, materials or data developed as a result of this contract shall be HCPSS' property. HCPSS has the right to use and reproduce any documents, materials, and data.
7. The bidder shall indemnify, save harmless, and defend the Howard County Public School System and all of its representatives from any and all suits, actions, damages, and claims of any character brought on account of any injury or damages sustained by any person or property in consequence of any product, material, equipment, and/or work performed under this contract, either by the bidder and/or subcontractor, their agents, employees or representatives.
8. The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of HCPSS.
9. Article 49B of the annotated code of Maryland prohibits employment discrimination on the basis of age, sex, color, marital status, physical or mental handicap, national origin, race, or religion.
10. In the event of an inconsistency among provisions of this Request for Proposal (RFP), the inconsistency shall be resolved by giving preference in the following order:
 - Terms and Conditions
 - Specifications
 - Attachment B - General Provisions
 - Attachment C - Insurance
 - Attachment D - Confidential Information
 - Attachment E - Data Security & Privacy
 - Attachment F - Family Educational Rights and Privacy Act ("FERPA")
 - Attachment G - Sex Offender Requirement
 - Drawings or other addenda
11. Compliance: This solicitation is issued in compliance with Section 5-112 of the Annotated Code of Maryland.
12. Commercial warranty: the Bidder agrees that the supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Howard County Board of Education by any other clauses of the contract.

ATTACHMENT C

INSURANCE

I. General Insurance Requirements

1. The Service Provider (Awarded Bidder) shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Howard County Board of Education (Owner); nor shall the Service Provider allow any Subcontractor to commence work on any subcontract until all insurance required by the Subcontractor has been so obtained and approved by the Owner. Approval of insurance required of the Service Provider will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.
2. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract in accordance with the insurance requirements below. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final payment by Owner for services rendered under this Contract.
3. The Service Provider shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation, employers' liability insurance, and umbrella excess or excess liability insurance to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Owner in writing. The Service Provider shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.
4. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall 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.

5. No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.
6. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
7. All required insurance coverage must be underwritten by insurers allowed 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 evaluation by A. M. Best Company, unless Owner grants specific approval for an exception. The Owner hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
8. Any deductibles or retentions in excess of \$5,000 shall be disclosed by the Service Provider, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.

9. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Service Provider in connection with this Contract shall belong to and be payable to the Owner.
10. If the Owner is damaged by the failure or neglect of the Service Provider to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Service Provider shall bear all reasonable costs properly attributable thereto.

II. Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance, or solely at the Owner's option, the Owner may self-insure the Owner's liability exposures.

II. Service Provider's Liability Insurance

1. The Service Provider shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Service Provider's operations under the Contract and for which the Service Provider may be legally liable, whether such operations be by the Service provider 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. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

- 1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
 - a) \$ 1,000,000 each occurrence;
 - b) \$ 1,000,000 personal and advertising injury;
 - c) \$ 2,000,000 general aggregate; and
 - d) \$ 2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- a) General aggregate limit applying on a per project basis;
 - b) Liability arising from premises and operations;
 - c) Liability arising from the actions of independent contractors and subcontractors;
 - d) Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
 - e) Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract; and
 - f) Liability arising from any explosion, collapse, or underground (XCU) hazards.
- 1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - a) Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only);
 - b) Automobile contractual liability.
 - 1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:
 - a) \$ 100,000 each accident for bodily injury by accident;
 - b) \$ 100,000 each employee for bodily injury by disease; and
 - c) \$ 500,000 policy limit for bodily injury by disease.

- 1.4 Service Provider pollution liability insurance or its equivalent for bodily injury, property damage, including loss of use, and clean-up costs on and off the Project site, with a minimum limits of:
 - a) \$ 1,000,000 each pollution incident; and
 - b) \$ 2,000,000 annual aggregate.
- 1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
 - a) \$ 2,000,000 per occurrence;
 - b) \$ 2,000,000 aggregate for other than products/completed operations and auto liability;
 - c) \$ 2,000,000 products/completed operations aggregate

Umbrella to include all of the following coverage on the applicable schedule of underlying insurance:

 - a) Commercial general liability;
 - b) Business auto liability; and
 - c) Employer's liability.
- 1.6 The Owner and the Owner's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Service Provider's commercial general liability insurance and the umbrella excess liability or excess liability insurance policies with respect to liability arising out of the Service Provider's work under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
 - a) On-going operations; and
 - b) Completed operations.

Special Note: Policies endorsed with the following combination of ISO forms shall be acceptable:

- a) **CG 2010** entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization";
- b) **CG 2037** entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations";

OR

- c) **CG 2033** entitled Additional Insured - Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You";
- d) **CG 2037** entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations."

Both endorsements are required to afford coverage to the additional insured for both ongoing operations and completed operations. Additionally, the schedules on these endorsements must properly reference the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees.

- 1.7 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)

- 1.8 Insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.
2. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:
 - 2.1 The Service Provider shall agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the services provided under this Contract;
 - or
 - 2.2 The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

ATTACHMENT D

CONFIDENTIAL INFORMATION

1. Obligation of Confidentiality - In performing services under this Agreement, the Service Provider (Awarded Bidder) and Howard County Board of Education (Owner) may be exposed to and will be required to use certain "Confidential Information". Service Provider and Owner along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
2. Definition - "Confidential Information" means information, not generally known, and proprietary to the Service Provider or Owner or to a third party for whom the Service Provider or Owner is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Service Provider or Owner. All information which Service Provider or Owner acquires or becomes acquainted with during the period of this Agreement, whether developed by Service Provider, Owner or others, which Service Provider or Owner has a reasonable basis to believe to be Confidential.
3. The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of Owner to Service Provider; (ii) all information provided by to Service Provider to Owner pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Service Provider, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.
4. "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient , (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon termination or completion of the Services hereunder, upon request of Owner, Service Provider will deliver to Owner (in a Service Provider format) the Owner's Confidential Information as housed in the Service Provider production database(s), provided that Service Provider may maintain archival copies for audit purposes and dispute resolution purposes and Service Provider may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. Service Provider shall remain under its contractual obligation of confidentiality and security to Owner and such obligations shall survive termination of the Agreement. This Section shall survive the termination of this Agreement.

ATTACHMENT E

DATA SECURITY AND PRIVACY

1. Service Provider (Awarded Bidder) shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer; and 4) dispose of Confidential Information in a secure manner.
2. To comply with the safeguard obligations generally described above, Service Provider has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Owner Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures. Service Provider shall notify Owner in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after Service Provider has either actual or constructive knowledge of a breach which affects Owner's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. Service Provider shall have actual or constructive knowledge of an Incident if Service Provider actually knows there has been an Incident or if Service Provider 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. Service Provider 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. Service Provider shall promptly take appropriate action to mitigate such risk or potential problem at Service Provider's expense. In the event of an Incident, Service Provider shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

ATTACHMENT F

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

1. Service Provider acknowledges that it will be in receipt of student information rendered confidential under the Family Educational Rights and Privacy Act ("FERPA") and affirms that it will maintain, use, share, and destroy that information in compliance with FERPA. Service Provider agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, associated with any act or omission by Service Provider, its agents and employees concerning its FERPA obligations under this section.
2. The Service Provider shall only use the information provided under this Agreement for the purpose intended. No other use, access, conversion, or sharing of the information outside of the intended purpose is allowed.
3. The Service Provider may retain, store, hold information provided by Owner only for the duration of the Agreement. At the end of the Agreement, Service Provider must destroy all data, records, images, and any other information in compliance with the National Institute of Standards and Technology (NIST) within 30 days after the end of the Agreement and/or Termination.
4. Service Provider agrees to indemnify and hold harmless Owner, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.
5. Owner agrees to indemnify and hold harmless Service Provider, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of Owner or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

ATTACHMENT G

SEX OFFENDER REQUIREMENT

1. Bidder affirms that it will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
2. Bidder agrees to perform the work and services required under this Agreement, whose provisions for professional services are incorporated herein by reference. Contractor shall diligently ensure compliance with the criminal background requirement for employees assigned to the work under this Agreement. Background investigations include a criminal records history check through the employee's State criminal records repository via submission of the employee's ten-print fingerprint card. The Board of Education reserves the right to require verification of the criminal records check and State reply upon request. Results must be returned to the employer by the State agency and must be delivered to the Board of Education within 72 hours of receipt by Contractor or within 72 hours of request.
 1. Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
 2. As a Bidder working for HCPSS, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property.