



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-4584, fax (410) 313-6789

Request for Bid No. 066.18.B5

For

Audio Visual Supplies & Equipment

Issue Date	April 18, 2018
Bid Due Date	May 2, 2018, 2:00 p.m.

SECTION I. SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of Bids in response to this solicitation.

Ted Ludicke Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042
Phone: (410) 313-5644
Fax: (410) 313-6789
Email: Ted_Ludicke@hcpss.org

The Howard County Public School System Tax Identification.

Federal Tax Id:	52-6000968
Maryland Sales Tax:	30001219
Federal Excise Tax:	52-73-0257k

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to ted_ludicke@hcpss.org. Inquiries will receive a written reply. Copies of replies will be sent to all other Bidders, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this BID.
3. Pre-Bid Conference. A Pre-Bid Conference will not be held in conjunction with this BID.
4. Bid Submittal Process
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids are to be submitted in PDF format on a USB flash drive sealed in a mail packet labeled with {Bid Number} {Name of Bid} and {Company Name}”.
 - 4.3. If Proposals contain more than one file all files are to be bundled and compressed in a .zip file. Hyperlinks to software products sent to HCPSS’s Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive, i.e. a “Click-Through Agreement” required to be accepted by HCPSS to download the Technical Proposal. By providing the Technical Proposal electronically to HCPSS, the Proposer grants HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for evaluation and review.
 - 4.4. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Bid, a Bidder shall be deemed to have accepted the terms, conditions, and requirements set forth in this BID. The BID, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this BID action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree. The contract will terminate when HCPSS determines that the project is complete.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the BID opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening Bids.
8. Rejection or Acceptance of Bids. HCPSS reserves the right to: (i) accept or reject any and all Bids, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the

interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Bidders judged by the Purchasing Office not to be responsible or Bidders whose Bids are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard. Modifications of Technical Bid.

Bidders may not modify, supplement, cure, or change Bids in any way after the due date and time unless specifically requested by HCPSS.

10. BID Response Materials. All written materials submitted in response to this BID become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
11. Duration of Offers. Bids shall remain irrevocable for 120 days following the closing date of the Bid due date. This period may be extended by mutual agreement between the Bidder and HCPSS.
12. Incurred Expenses. HCPSS is not responsible for any expenses that Bidders may incur in preparing and submitting Bids or in making oral presentations of their Bids, if required.
13. Confidentiality. Bidders should give specific attention to the identification of those portions of the Bid that the Bidder deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Bidders are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Bidder's position regarding its Bid. A blanket statement by a Bidder that its entire Bid is confidential or proprietary will not be considered.
14. Multiple Bids. Contractors may not submit more than one Bid.
15. Alternate Solution Bids. Contractors may not submit an alternate to the Solution in this BID.
16. Forms. This solicitation is designed for the Bidder to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Bidder's Bid. The Bidder may adjust forms and insert space as needed for responses; however, the Bidder shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Bidder will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
17. Addenda Acknowledgment. Bidders shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Bid. It is the Bidder's sole responsibility to monitor the Purchasing web site prior to submitting their BID for any addenda, amendments, and/or changes issued.
18. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Bidder's Bid. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
19. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 19.1. Protests shall be filed in writing to the Purchasing Office prior to contract award by the Board of Education. 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.

19.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:

- 19.2.1. Name and address of the protester
- 19.2.2. Appropriate identification of the Bid
- 19.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
- 19.2.4. Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Bidder's Responsibility. Bidders are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. A Bidder's misinterpretation of requirements shall not relieve the Bidder of the responsibility to address accurately the requirements of the BID or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this BID. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the Bid. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this BID. HCPSS will consider Bids that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall be identified and a complete description of their role relative to the Bid shall be included. HCPSS's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom HCPSS has a reasonable objection. Notification of such objection will be made by HCPSS within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.
3. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
4. Behavior of Contractor Employees/Subcontractors. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
5. Tobacco Free and Alcohol/Drug Free Environment. 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.
6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor

who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall 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 school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

7. Child Sex Offender Notification.

7.1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11- 704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the 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.

7.2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered 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. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

7.3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

7.4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

7.5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

8. Occupied Buildings – Sign-in Procedures. Work under this contract and any resulting contract or sub-contract will 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. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

9. Identification. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.

10. Ethics Regulations.

10.1. 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 The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

- 10.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.
11. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.
12. Multi-Agency Participation.
 - 12.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland 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. 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 requirements incorporated in this contract will be supplied to requesting agencies.
 - 12.2. 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 shall be resolved solely between the participating agency and the awarded Bidder(s).

SECTION 3. Special Terms and Conditions

1. Agreement Contractor shall provide to The Howard County Public School System products and/or services in accordance with the terms and conditions of this solicitation. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Any changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. Contract Period The initial Contract term shall be for three (3) years from date of award. The Contract shall have up to three (3) one-year renewal options available (total of six years) at the sole option of the school system pending successful performance and availability of funding.
3. Price Adjustments
 - 3.1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
 - 3.1.1. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-U), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established 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. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - 3.1.2. In order to receive consideration for a price increase, the contractor shall submit to The Howard County Public School System 60 days prior to contract expiration, a statement of any change in price to be applied.
 - 3.2. Price increase requests will not be considered if not accompanied with the proper information.
 - 3.3. Model changes and/or upgrades may be accepted after the initial contract period. Pricing for the changes shall be at the same mark up as originally bid. The awarded vendor shall offer current pricing or be able to demonstrate the percentage markup. The Howard County Public School System shall be the sole determinant in accepting product or pricing changes.
4. Billing and Payment
 - 4.1. The contractor shall submit invoices Accounts Payable, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD 21042.
 - 6.1.1. Invoices shall contain the following information:
 - Contract Number
 - Purchase Order Number
 - Description of product/services
 - Total due
 - 4.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.
 - 4.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.
5. Evaluation and Acceptance Procedure
 - 5.1. Upon completion and delivery of each deliverable by Contractor, HCPSS will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments will be based on the completion/delivery of a deliverable by Contractor and acceptance by HCPSS of each deliverable. Contractor will demonstrate to HCPSS that the deliverable has been completed or has occurred and will provide HCPSS with written notice of the same.
 - 5.2. Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within thirty (30) business days of receipt by HCPSS of a scheduled deliverable from Contractor,

HCPSS shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then HCPSS will provide written confirmation to Contractor that the deliverable is accepted.

- 5.3. If the deliverable does not Materially Conform, HCPSS shall immediately return notify the Contractor with a written list of deficiencies. Contractor, at no additional cost to HCPSS, shall thereafter make all appropriate and necessary fixes to the deliverable and notify HCPSS in writing of corrections made no later than a date mutually agreed to by both parties. If no date is given, then within ten (10) business days. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then HCPSS may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin contract termination process as defined in this document. If HCPSS does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.
6. Indemnification The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and it Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

7. Termination for Default If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
8. Termination for Convenience The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
9. Subcontracting and Assignment.
- 9.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests.

Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.

- 9.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law but shall provide HCPSS with notification thereof.
10. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
11. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.
12. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
13. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
14. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
15. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 15.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 15.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - 15.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
16. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

SECTION 4. SCOPE OF WORK

1. SCOPE OF CONTRACT

- 1.1. HCPSS' objective is to solicit Discount-Off-of-List pricing for Audio Visual Equipment and Supplies to be purchased on an "as required" basis. See Attachment A for The BID SIGNATURE SHEET identifying manufacturers and corresponding categories.
- 1.2. Bidders may add subcategories under each manufacturer if multiple discount structures are available from the manufacturer.

Attachment A

BID SIGNATURE SHEET

Manufacturer	Category	List Price	% Discount	Extended Price
Acebil	Camera Support Fluid Heads, Tripods, and Accessories			
Adaptec	Memory Cards, Flash Drives, Readers, SSDS Storage			
AKG	Studio Microphones, Broadcast, and Live Sound Equipment			
Altec Lansing	Loudspeakers and associated audio electronics			
AMX	Control Systems for A/V, Projection, Screens, and Lighting			
Ancho Audio	Portable Sound Systems for Small-Large Audience Size			
Apple	Adaptors & Cables			
Atlas Sound	Speakers, Microphone, Equipment Stands, and Enclosure Systems			
Audio-Technica	Microphone Systems, Headphones, and Accessories			
AverMedia	TV Tuners, Receivers, Audio Systems			
Belkin	Computer Accessories, Cables & Adaptors, Chargers			
Blackmagic	TV Production Products			
Blonder Tongue	TV Production Products			
Bose	Loudspeakers and Sound systems			
Bretford	Laptop and Tablet Storage/Charging Mobile Carts			
C2G	HDMI, VGA, USB, Ethernet, Audio, Video, and Coax Cables			
Cables Unlimited	Coax, Networking Cables & Wire Harnesses			
Caliphone	Portable Audio Systems, Headphones, Listening Centers			
Canon Cameras	Digital Still and Video Cameras			
Chief	Mounting Solutions for TV, Projectors, Plasma & LCD Displays			
Creative Labs	Speakers, Headphones			
Crown	Amplifiers, Microphones and AV System Solutions			

Manufacturer	Category	List Price	% Discount	Extended Price
Cyber Accoustics	Speakers, Headsets, Headphones, And Microphones			
D&K	Laminators & Supplies			
Da-Lite	Audio Visual & Video Projection Screens			
Darim	TV Production Lighting and Accessories			
DBX	Digital Processors, Noise Reduction, and EQ Equipment			
Dell	Adaptors & Cables			
Draper	Audio Visual & Video Projection Screens			
Eartec	Wired and Wireless Audio, Microphones, Mixers, Audio Processors			
Elation	TV Production Lighting Controls and Accessories			
Elmo	Digital/Analog Visual Presenters, Video, Conferencing Cameras			
Epson	LCD Projectors and Accessories			
GBC	Laminators and Supplies			
Gefen	Audio/Video Connectivity Products			
GoPro	Cameras and Accessories			
Haivision	Webcasting, Internet Streaming, Recording, IPTV Equipment and Supplies			
HamiltonBuhl	Headphones, Charging Stations			
Ikan	TV Production Equipment, Lighting and Accessories			
Imation	Flash Drives and Blank Media			
IOGear	A/V Switchers, Splitters, Extenders, Converters, Cables & Adapters			
JBL	Audio Products, Speakers and Accessories			
JVC	Broadcast and Presentation Audio/Video Equipment			
Kanex	Computer Accessories, Cables & Adaptors, Chargers			
Kensington	Computer Accessories, Cables & Adaptors, Chargers			
Lexar	Memory Cards, Flash Drives, Readers, SSDS Storage			

Manufacturer	Category	List Price	% Discount	Extended Price
LG Electronics	Televisions, Cameras, and Audio & Video Products			
Logitech	Computer Accessories, Cables & Adaptors, Chargers			
Luxor	Mobile Audio Visual & Plastic Carts, Presentation Stations, Tablet Charging Carts			
Macally	Apple Computer Peripheral Devices			
Mackie	Mixing Consoles, Loudspeakers, Studio Monitors, and DAW Control Surfaces			
Miller	Camera Support Fluid Heads, Tripods, and Accessories			
Mitsubishi	TVs and Displays, Blu-Ray Players, DVD and DVD-R			
Monster Cable	A/V Accessories, HDMI, VGA, USB, Ethernet, Audio, Video, and Coax Cables			
NEC	TVs and Displays and Accessories			
Newtek	TV Production Equipment			
Nikon Inc	Digital Still and Video Cameras			
Oklahoma Sound	Presentation and AV Furniture, Portable PA Systems			
Padcaster	Audio Visual Real-Time and Data Capture Share Devices			
Panasonic	Televisions, Cameras, and Audio & Video Products			
Pearstone	A/V Accessories, HDMI, VGA, USB, Ethernet, Audio, Video, and Coax Cables			
Peerless	TV and Projection Mounts, Digital Signage, Wireless Audio Systems, & Kiosks			
Pentax	Digital Still and Video Cameras			
Philips	Speakers - Wired, Wireless and Bluetooth			
Plantronics	Headphones and Accessories			
Plextor	Headphones, and Accessories			
Polk Audio	Audio Products, Speakers and Accessories			
Polycom	Video and Audio Conferencing Solutions			
Prompter People	Teleprompters and Accessories			
QSC	Power Amplifiers, Loudspeakers, Signal Processing, Digital Mixers			

Manufacturer	Category	List Price	% Discount	Extended Price
Roland	Digital Announcement Recorders, Digital Audio Mixing and Distribution			
Sachtler	Camera Support Fluid Heads, Tripods, and Accessories			
Samsung	Televisions, Cameras, and Audio & Video Products			
Sandisk	Memory Cards, Flash Drives, Readers, SSDS Storage			
Sharp	Televisions, Cameras, and Audio & Video Products			
Shure	Wired and Wireless Audio, Microphones, Mixers, Audio Processors			
Sony Cameras	Digital still and video Cameras and Accessories			
Sony TVs	TVs and Displays and Accessories			
Soundcraft	Professional Audio Mixing Consoles for Live Sound/Theater/Broadcast Events			
Squirrels	Mirroring and Streaming Presentation Devices			
StarTech	HDMI, VGA, USB, Ethernet, Audio, Video, and Coax Cables			
Swivl	Audio Visual Real-Time and Data Capture Share Devices			
Targus	Laptop Cases, Tablet Cases and Computer Accessories			
TEC NEC	Audio/Video Lights, Cables, Connectors, Batteries, Switchers, and More...			
Tech Tubs	Laptop and Tablet Storage/Charging Mobile Carts			
Toner Cable	TV Signal Distribution Equipment and Supplies			
Toshiba	Televisions, Cameras, and Audio & Video Products			
Transcend	Memory Cards, USB Flash Drives, Multimedia Products, Card Readers & Accessories			
Tripp Lite	Computer Accessories, Cables & Adaptors, Chargers, Surge Protection			
ViewSonic	TVs and Displays and Accessories			
Vizio	TVs and Displays and Accessories			
YAMAHA	Audio Products, Speakers and Accessories			

A. Bidder's Certification

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this Bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this Bid 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 Bid or to refrain from Bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the Bid prices of the affidavit or any other Bidder, or to fix any overhead, profit or cost element of said Bid 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 Bid or Bid are true.

I 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.

I hereby certify that I am authorized to sign for the Bidder.

Submitted by:

(company name)	

(street address)	

(city, state and zip)	

(company telephone number)	

(name of person authorized to sign Bid)	

(title of authorized representative)	
_____	_____
(signature of authorized representative)	(Date)
_____	_____
(e-mail of authorized representative)	(telephone number of

ATTACHMENT B

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

NAME OF BIDDER: _____

Howard County Public School System Bid No.: _____

Howard County Public School System Bid Name: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature

Printed Name

Title