



HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
410-313-6370
www.howardcountymd.gov/purchasing

Visit our Websites at: <http://www.baltometro.org>
<http://www.mwcog.org>

ADDENDUM NO. 2

May 15, 2015

Invitation for Bids No. 2015-42

Furniture (Office, School, Library, Etc.) and Equipment
Opening Date: May 27, 2015 Time: 11:00 a.m.

This addendum is hereby made a part of this **Invitation for Bids No. 2015-42**. Please note the following changes, clarifications and information as a result of the questions received by the deadline and submit the bid accordingly.

Questions/Answers

1. Question: In paragraph 6.3 and 6.4 on page 8 as well as 15.3 on page 16 of the IFB, please confirm the Contractor will be provided with notice and a reasonable opportunity to cure any alleged non-conformance with delivery requirements prior to the County Purchasing Agent or designee procuring the supplies/services on the open market?

Answer: Yes, notice and a reasonable opportunity to cure will be provided.

2. Question: Section D, Page 16, Item 15.3, please clarify the County's interpretation of "reasonable time".

Answer: This is subjective depending on what specific furniture ordered. There is no "one-size fits all" in terms of defining "reasonable time". The County works with suppliers and makes a good faith effort to resolve delivery problems.

3. Question: In reference to Sections I and J of the IFB, please confirm the submission of Contractor's GSA approved Subcontracting Plan would be sufficient in lieu of completing the subcontracting requirement documents for Howard County and City of Baltimore?

Answer: No, the forms in the IFB must be completed.

4. Question: In reference to paragraph 11.5 on page 15 of the IFB, industry standard as well as the Contractor's corporate policy set forth 30 day notice of cancellation or change in the insurance policy. Please confirm a 30 day notice is sufficient.

Answer: Yes.

5. Question: There does not appear to be a standard Force Majeure Clause set forth in the contract. Can it be added?

Answer: No

6. Question: In reference to paragraph 6 of the Mid-Atlantic Purchasing Team Terms & Conditions as well as paragraph 20 on page 10 of the IFB. Please confirm indemnification is limited to: (a) third-party claims; (b) for bodily injury, death, or tangible property damage; (c) "to the extent" caused by Contractor's negligence or willful

misconduct in the performance of its obligations under the Contract; and (d) conditioned upon Customer's provision of prompt written notice of a claim.

Answer: The County will not confirm this.

7. Question: Are new products allowed on contract and what is the process for adding new products during contract performance?

Answer: Refer to Section D, 1.4 of the solicitation.

8. Question: In order to meet the unique needs of an end user, we have the ability to customize many of our products. These customized products are referred to as 'specials'. These specials are defined as modifications to existing products that will still maintain the primary product function and warranty. For example, if an end user requires a bookcase that needs five shelves instead of four. Specials are uniquely priced based upon the requested modification; as such, the list prices and model numbers of the specials are not published in our catalog or our list price. Please clarify if we can offer this 'specials' program upon contract award. In addition, we offer a Standard Product Modifications Pricelist which contains commonly ordered product configurations. While the items within this pricelist are denoted as "specials" they are deemed "standard specials" as each configuration has its own unique product identifier in our system. Please confirm we can offer these "standard specials" upon contract award.

Answer: "Standard specials" may be offered.

9. Question: Are non-contract items (open market) allowed on contract and can they be submitted on the same purchase order as contract items?

Answer: Non-contract items shall not be purchased "on contract" and shall not be on the same purchase orders as contract items.

10. Question: While it is understood that the bid for Systems Furniture will be based on product only (a percentage discount from list price) and that the systems furniture installation will be based on an hourly rate (as listed on Page 14, Proposal 9), we would ask for clarification as to what is included in "installation". Would the installation service be defined as the service that begins at the offload of the delivery vehicle and ends with the close out of the punch list? Or would the service be defined as starting at some other point in the delivery, staging and installation sequence?

Answer: The installation is defined as the staging and installation sequence.

11. Question: Section C, Page 8, Item 6.3, Please confirm if the right to charge for liquidated damages is limited to only those products not delivered and does not affect the full purchase order which includes products delivered according to the mutually agreed upon delivery schedule.

Answer: This will be negotiated on a case-by-case basis depending on the nature of the purchase if, and when invoked.

12. Question: Section C, Page 8, Item 6.3, Is the right to charge for liquidated damages limited to material amount of product that renders the County unable to conduct its normal business?

Answer: No

13. Question: Section C, Page 8, Item 6.3, is there a pre-defined limit in dollars or percentage that may be applied to a late delivery? If so, please provide that information.

Answer: No.

14. Question: Will the County accept temporary furniture as a remedy in lieu of monetary liquidated damages?

Answer: It will be up to the entity that placed the order.

15. Question: Section D, Page 13. Item 6.1, In the event of a macro-economic event that causes the contract to be unsustainable for the Contractor, will the County accept mutual agreement for any renewal terms beyond the initial term of the contract for two (2), one (1) renewal periods, up to a maximum contract term of five (5) years?
- Answer: Item 6.1 will remain as is
16. Question: Section D, Page 16, Item 15.3, Does "rejected goods" mean non-conforming products in accordance with the manufacturer's specifications? If not, please define.
- Answer: This means non-conforming products in accordance with the County's purchase order.
17. Question: Section D, Page 16, Item 15.3, In the event a material amount of products is not delivered or replacement products are not available as requested, will the County accept the placement of temporary furniture at the Contractor's expense in lieu of purchasing on the open market?
- Answer: It will be up to the entity that placed the order.
18. Question: Could you advise whether links to manufacturer's website are a satisfactory way of complying with the Section D, Item 8.4?
- Answer: Yes, a manufacturer's website is acceptable.
19. Question: Sections I and J, for equal business opportunity participation seem to have overlapping requirements. Is the 10% subcontracting goal on contracts valued \$50,000.00 or more under Section I allowed to count towards the 5% goal for MBE participation under section J and addendum no.1?
- Answer: No they are two separate forms. Section I is for Howard County Government and Section J is for the City of Baltimore and the MBE/WBE must have City certified contractors for City goals.
20. Question: Since this is the first time the bid is open to the MAPT and not just BRCPC, we would like to ask if a Maryland Department of Transportation minority business certification can be used to comply with Section J 2 "verifying certification."
- Answer: No, they have to be City-certified.
21. Question: Section J part 3f (page B-3) states that a non-manufacturer MBE can only count towards 25% of the contract goal. Does this mean that we (the contractor) would have to subcontract 4 different firms in order to meet the 5% goal for MBE participation under section J and addendum no.1?
- Answer: No, you can only count 25% of the 5% towards your goal. For more detailed information regarding Baltimore's MBE/WBE goals please contact Colles Corprew at 410-396-3424 for clarification.
22. Question: Section J, what do I fill in for the blank that asks for dollar amount?
- Answer: Leave it blank on your submittal.
23. Question: Regarding Section J, Parts C and D: during what part of this project are the forms completed and filed?
- Answer: PART C: STATEMENT OF INTENT TO SELF-PERFORM and Part D; MBE/WBE PARTICIPATION AFFIDAVIT, both are to be filled out to submit with all of the other documents for the bid. (Must be submitted with the bid). If they are not going to count themselves as part of the MBE/WBE goals, then they can just put Not Applicable on the Self-Perform page. In order to count themselves as a MBE or WBE, the Bidder must be City-Certified and active with Baltimore City.
24. Question: Regarding the ability to charge for labor for installation of systems furniture, industrial shelving, or library shelving, what was the logic for limiting this ability to only those furniture categories since most furniture requires assembly?

Answer: The pricing model used in the past has been a successful pricing model, therefore the County is not supportive of a change.

25. Question: Do benching systems fall under systems furniture?

Answer: There are many different types of benching systems available and it would be determined by what is requested.

26. Question: Regarding the return policy in Section D, Item 19.1, how is the “not to exceed 25% of the selling price” derived and by whom?

Answer: Derived based on professional knowledge of the individuals on the MAPT Subcommittee.

27. Question: in Section D, Paragraph 8, Item 8.4 can you further define the type of electronic price lists you are looking for? Is it every item in every catalog with every possible finish line by line?

Answer: This would be a price list that individual entities could look at via their computer to compare the list prices being quoted.

28. Question: In Section F, Paragraph 3, item 3.1 ca you clarify what constitutes an “electronic price list”.

Answer: It would be a price list that can be found remotely via the computer such as a webpage.

29. Question: Regarding Section D, Paragraph 5, EPP’s: when completing the pricing spreadsheet, can you clarify the sought response when each manufacturer has multitudes of offerings and specifications across each Proposal/Furniture category?

Answer: When completing Price Page No. 3, indicate with an X if EPP is available for this product.

30. Question: Regarding Section D, Paragraph 12, Item 12.5, can you clarify regarding manufacturer requirement to authorize multiple dealers at the same discount structure?

Answer: Since this is a regional contract that contains a cooperative purchase clause, a manufacturer that holds the contract is encouraged to have multiple dealers under the contract to permit broad usage across the U.S.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

SJL



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ADDENDUM NO. 1

May 4, 2015

Invitation for Bids No. 2015-42

Furniture (Office, School, Library, Etc.) and Equipment Opening Date: May 27, 2015 Time: 11:00 AM

This addendum is hereby made a part of this **Invitation for Bids No. 2015-42**. Please note the following changes, clarifications and information as a result of the pre-bid conference on April 28, 2015, and submit the bid accordingly.

Changes/Clarifications/Information

1. Section D, Paragraph 4, Item 4.1 Add the following: The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least three years of demonstrated experience of reliability and meets the criteria set forth herein.
2. Section J, Page B-1, MBE and WBE Participation Commitment Forms. The City of Baltimore MBE and WBE goals are: 5% MBE and 0% WBE.

Questions/Answers

3. Question: Can a contractor charge for delivery of chairs and/or casegoods?

Answer: No. Although it was requested at the prebid conference that another pay item for an hourly rate for installation of casegoods and seating be added to the price proposal, after further consideration, the price proposal will remain as is. Contractors may only charge for installation of systems furniture, industrial shelving or library shelving as stated in Section F, Proposal 9 on the Price Page.

4. Question: How should we refer to the contract – is it BRCPAC or the Metro Contract or the MAPT Contract?

Answer: This is the MAPT contract.

5. Question: In regards to the returns policy in 19.1 on page 17 of 36, there is no limitation stated. Does the County have 10 days, 30 days, a year or can it evoke this clause at any time after the product is delivered?

Answer: Section D, Paragraph 19, Item 19.1 Add the following: Returns must be requested within 30 days after receipt of the order.

6. Question: In regards to the returns policy in 19.1 on page 17 of 36, if we wanted to take exceptions to this do we then forgo eligibility through the contract in its entirety?

Answer: Yes, you might. Refer to Section E, Submission Requirements Paragraph 4. Exceptions.

7. Question: In regards to the returns policy in 19.1 on page 17 of 36, if not, how do we take exception to this clause?

Answer: Refer to Section E, Submission Requirements Paragraph 4. Exceptions.

8. Question: In regards to the returns policy in 19.1 on page 17 of 36, can this be stated as a policy that will be evaluated on a case by case basis subject to binding arbitration?

Answer: No.

9. Question: I wanted to ask if the Council might want to consider the “impact on the local economy” as a criteria factor in addition to discounting.

Answer: Howard County has no local preference law for determining awards.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

ADDENDUM RECEIVED BY:

Signature

Company Name

Title

SJL



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<http://www.mwcog.org>

**HOWARD COUNTY, MARYLAND
INVITATION FOR BIDS NO. 2015-42**

FURNITURE (OFFICE, SCHOOL, LIBRARY, ETC.) AND EQUIPMENT

Pre-Bid Conference:

BALTIMORE METROPOLITAN COUNCIL
1500 Whetstone Way, Suite 300, Baltimore, MD 21230
April 28, 2015, 9:30 AM

Directions: <http://www.baltometro.org/about-bmc/directions-to-bmc>

Submit Bids To:

HOWARD COUNTY, MARYLAND
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

DATE AND TIME DUE: May 27, 2015 at 11:00 AM

Direct All Questions To:

Shelley J. Liby, CPPB, Buyer
Howard County, Maryland, Office of Purchasing
Email: sjliby@howardcountymd.gov
Telephone: (410) 313-6379

IMPORTANT NOTICE

Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid or proposal opening. It is the potential Contractor's responsibility to frequently visit the Office of Purchasing's web site (www.howardcountymd.gov/purchasing) to obtain Addenda once they have downloaded a solicitation.

Mid-Atlantic Purchasing Team | Terms & Conditions

(Version 11/18/2013)

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

- 1 MAPT has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.
- 2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.
- 3 When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.
- 4 Unless otherwise provided herein, the jurisdiction's Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.
- 5 Each participating jurisdiction will determine the appropriate method to use this contract, such as a separate jurisdiction contract, bridge letter, purchase order or other form. In addition, they may have additional requirements that can be added to their cooperative document, including but not limited to:
 - 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
 - 5.2 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
 - 5.3 The successful bidder may be required to add other specific terms and conditions that are pertinent to a specific jurisdiction, to which these matters are openly negotiable providing they do not alter the scope of work or original intent of the MAPT Contract.
6. The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.
7. The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workers' Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workers' Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdiction's contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.
8. This solicitation shall be governed by and construed in accordance with the laws of the State in which the jurisdiction creates their official place of business without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the contracting jurisdiction's resident state.
9. This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or MAPT.
10. The successful bidder shall provide quarterly reporting to the lead agency and MAPT minimally showing the names of the participating entities under this contract and the value of their participation for that period and year to date. This information will be used to evaluate the effectiveness of the program, areas for growth, and if a variable discount structure is used, the correct pricing structure. Other reports that are reasonably available shall be provided as requested.
11. Bidders are encouraged to consider the broad access to MAPT contracts when considering their pricing strategy. In addition to bidding to the stated estimated volume identified in the lead agency's bid work sheet, bidders are encouraged to submit alternate MAPT bids that offer additional discounts from the stated bid work sheet if additional jurisdictions participate in any resulting contract. Alternate bids may include, but are not limited to, additional percentage discounts based upon certain increased volume levels. The alternate bid shall be submitted with the required bid to the lead agency, if not already requested in the bid work sheet.
12. Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.
13. Prior to award, in case of disputes, the decision of the lead agency's Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

Mid-Atlantic Purchasing Team

c/o Deborah Groat, Baltimore Metropolitan Council, 1500 Whetstone Way, Suite 300, Baltimore MD 21230

c/o George Hohmann, Metropolitan Washington Council of Governments, 777 N. Capitol St. NE, Suite 300 Washington DC 20002

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

SECTION A
KEY INFORMATION SUMMARY

IFB Number:	IFB-2015-42
IFB Name:	Furniture (Office, School, Library, Etc.) and Equipment
Issue Date:	April 8, 2015
Buyer:	Shelley J. Liby, CPPB sjliby@howardcountymd.gov 410-313-6379
Pre-Bid Date:	April 28, 2015, 9:30AM
Pre-Bid Location and Registration:	Baltimore Metropolitan Council 1500 Whetstone Way, Suite 300 Baltimore, MD 21230 Please register by contacting Rebecca Coleman at rcoleman@howardcountymd.gov
Questions Due and to Whom:	Questions due no later than 4:00 p.m. 15 days prior to bid opening. Submit questions to: Shelley J. Liby at sjliby@howardcountymd.gov
Bid Due:	May 27, 2015 at 11:00AM
Mail/Deliver Bids to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
Agreement Term:	Three years with 7 one-year renewals.
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	10%

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations. www.howardcountymd.gov/purchasing

SECTION B

STATE OF MARYLAND BOARD OF EDUCATION AND HIGHER EDUCATION INSTITUTION'S GENERAL CONDITIONS

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions. Failure to comply with this clause is considered a material breach of contract that may result in termination.

2. CHILD SEX OFFENDER NOTIFICATION

2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Title 11, Subtitle 7 of the Criminal Procedure Article of the Annotated Code, 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.

2.2 As a Contractor working for the political subdivisions, we require that you do not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision 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. 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.

2.3 Contractors shall screen their work-forces to ensure that a registered sex offender does not perform work at a 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 used to perform the work. Violations of this provision may cause the County to take action against the Contractor up to and including termination of the contract.

2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which you are welcome to view. The schools maintain the list and update the list as new offenders are identified.

3. HIGHER EDUCATION INSTITUTIONS

Many higher education institutions have adopted policies prohibiting the use of tobacco on campus. Additionally, minor children are present on higher education property. As a result, all requirements stated above also apply to any work performed at a higher education institution.

SECTION C

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Bid – All information submitted by the Contractor in response to this solicitation
- 1.4 Bidder – Any entity that submits a response to this solicitation
- 1.5 Buyer – The County’s Purchasing Representative for the resulting Agreement
- 1.6 Agreement – The Invitation For Bid documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders
- 1.7 County – Howard County, Maryland
- 1.8 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.9 Contractor – Any bidder; most often the successful bidder
- 1.10 Designee – Specifically appointed alternate signatory or decision maker
- 1.11 Invitation For Bid (IFB) – All documents identified in the Table of Contents, including any addenda
- 1.12 Equal Business Opportunity (EBO) – The County’s minority business enterprise program
- 1.13 Issuing Office – The Howard County Office of Purchasing
- 1.14 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.15 Solicitation – The Invitation For Bid
- 1.16 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

- 2.1 The County reserves the right to reject any or all bids or parts of bids when, in the County Purchasing Agent's or Designee’s reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in bids as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent’s or Designee’s judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.

3 COMPETITION:

- 3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such

references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.

- 3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.

- 4 UNBALANCED BIDS: A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent both mathematically and materially unbalanced, may be rejected as non-responsive.

(An example would be bidding overhead labor rates below regular time rates, or bidding laborer rates above Supervisor or Foreman rates. Another example is bidding a 1 gallon container of a product higher than a 5-gallon container of the same product.)

- 5 PERIOD OF VALIDITY: Unless otherwise specified, all formal bids submitted shall be irrevocable for 120 days following the bid opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.

- 6 DELIVERY:
 - 6.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
 - 6.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the bid, unless otherwise stated in the solicitation.
 - 6.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
 - 6.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.

- 7 GOVERNING LAW:
 - 7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
 - 7.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 8 PROTEST: Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.

- 9 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 10 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 11 **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 **MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15 **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 **INTEGRATION AND MODIFICATION:** This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17 **NON-ASSIGNMENT OF AGREEMENT:** Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 18 **COOPERATIVE PURCHASE:**
- 18.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, schools districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.

18.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

19 AWARD NOTIFICATION:

19.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.

19.2 The awarded Contractor(s) will be required to return a Insurance Certificate naming “Howard County, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured, the completed EBO Schedule of Participation and the Maryland Registration Certificate of Good Standing.

20 INDEMNIFICATION: The vendor shall indemnify and save harmless the participating jurisdictions against or from all costs, expenses, damages, injury, or loss to which said participating jurisdictions may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the participating jurisdictions against and from all claims and losses to it from any causes whatsoever, including actual or alleges patent infringements in the matter of making furnishing, and delivering materials/services as called for in the contract documents.

21 TERMINATION:

21.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

21.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurng and completing the work.

SECTION D
SPECIFICATIONS

1 BACKGROUND AND SCOPE:

1.1 Howard County, Maryland, (the “County”), acting as the lead agency for the Baltimore Regional Cooperative Purchasing Committee (“BRPC”), a standing committee of the Baltimore Metropolitan Council (“BMC”), seeks furniture and equipment manufacturers or dealers (hereinafter the “Contractor”), to furnish and install office furniture and equipment as called for in this solicitation. The participating entities that are members of the BMC and BRPC include:

- | | |
|-------------------------|-----------------------|
| State of Maryland | Carroll County, MD |
| Anne Arundel County, MD | Harford County, MD |
| City of Baltimore, MD | Howard County, MD |
| Baltimore County, MD | City of Annapolis, MD |

The local governments also include their respective public school systems, community colleges and libraries.

1.2 BRPC recently partnered with the Metropolitan Washington Council of Governments (“MWCOG”) to form the Mid-Atlantic Purchasing Team (“MAPT”), a super-regional purchasing consortium that includes governments, school systems, community colleges and commissions in the metropolitan Washington area that includes Virginia. This solicitation is being issued as a MAPT initiative for the purpose of gaining the largest advantages of economies of scale. Note the additional terms and conditions for a MAPT procurement that are found on Page 2. Among other things, MAPT reserves the right to require summary reporting of all entities using this contract and encourages identification of deeper discounts should annual usage/volume increase. The participating entities that are members of MWCOG include, but are not limited to:

- | | |
|---------------------------|----------------------------|
| Fairfax County, VA | Montgomery County, MD |
| City of Alexandria, VA | Prince George’s County, MD |
| City of Rockville, MD | Loudon County, Virginia |
| Prince William County, VA | Arlington County, Virginia |
| District of Columbia | Frederick County, MD |

The local governments also include their respective public school systems, community colleges and libraries.

A MAPT Furniture Sub-Committee, comprised of the members of MAPT, was formed to oversee the revision of the specifications and evaluation and award of this contract.

1.3 The purpose of this solicitation is to achieve cost savings for Contractors and MAPT through a single competitive solicitation that (1) eliminates the need for multiple solicitations by participating entities and multiple responses by vendors, and (2) combines the volumes of multiple participating entities. There shall be no minimum order requirements.

1.4 The County reserves the right to add new manufacturers at the sole discretion of the MAPT Furniture Sub-Committee. Requests to add new manufacturers must be directed in writing to the lead agency issuing this solicitation. Factors to be considered in adding new manufacturers include, but are not limited to, the product lines offered, the need for a manufacturer by multiple entities, etc. The County, in cooperation with the MAPT Furniture Sub-Committee, will negotiate discounts for new manufacturers.

2 PRE-BID CONFERENCE:

2.1 **A pre-bid conference will be held at the Baltimore Metropolitan Council located at 1500 Whetstone Way, Suite 300, Baltimore, Maryland 21230** on the date and time specified in Section A to discuss objectives and answer questions relating to this solicitation. Contractor’s attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the

Contractor's understanding and ability to meet the County's Equal Business Opportunity goals as outlined in Section I.

- 2.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 2.3 In order to assure adequate seating at the pre-bid conference, please confirm attendance by emailing Rebecca Coleman at rcoleman@howardcountymd.gov and referencing this solicitation and number.
- 2.4 If there is a need for language interpretation and/or other special accommodations, please advise Rebecca Coleman at rcoleman@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

3 INQUIRIES AND ADDENDA:

- 3.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than 15 days prior to bid opening.
- 3.2 Addenda to solicitations often occur prior to bid opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda. Addenda, when issued, must be acknowledged in the bid by signing and returning all addenda with the bid. Addenda must also be acknowledged in the space provided in Section F, Technical Bid.

4 CONTRACTOR'S QUALIFICATIONS:

- 4.1 All Contractors must be engaged in either the manufacture of or furnishing and installation of office furniture and equipment and must have been actively engaged in this field for a period of no less than three years. All Contractors must be able to deliver, set-up and/or install the complete manufacturer's line of furniture and equipment and must be capable of servicing what they sell.
- 4.2 The quality of performance of previous contracts or services may be taken into consideration in determining the award(s). Quality of performance may be determined through contracts or services provided to the County or to other entities. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior, commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

5 ENVIRONMENTALLY PREFERRED PRODUCTS

- 5.1 Environmentally Preferred Products (EPP) are defined as products that have a lesser or reduced effect on human health and the environment when compared to competing products that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal. EPPs include, but are not limited to, recycled materials (asphalt, tires, paper), low or no volatile organic compound (VOC) paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc.
- 5.2 Some of the recognized third party environmental standards designations include:
 - *GREENGUARD or GREENGUARD Gold*
 - *SCS Indoor Air Advantage or SCS Indoor Air Advantage*
 - *Cradle to Cradle (certified at Basic, Bronze, Silver, Gold, or Platinum)*
 - *BIFMA Level (certified at Level 1, 2, or 3), with scorecard provided that shows at least one point for Credit 7.6, Low-emitting Furniture*
- 5.3 The need for EPPs will be determined on a case-by-case basis. The County reserves the right to request such documentation when required.

6 CONTRACT PERIOD:

- 6.1 The initial contract period shall be for three years commencing on or about January 1, 2016, after approval and proper execution of the contract documents, with renewal options for seven additional years in one-year increments, exercisable at the sole discretion of the County.
- 6.2 While the initial contract period is for three years, this contract specifically prohibits the payment of funds from appropriations of a later fiscal year.

7 PRICE ADJUSTMENT FOR DESIGN SERVICES:

- 7.1 Labor rates offered shall be firm against any increase for the initial term (3 years) of this contract. Prior to commencement of subsequent renewal periods, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price increase will be effective and will remain firm through the renewal period.
- 7.2 For purposes of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- 7.3 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County’s best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period or for one year at the County’s sole discretion.
- 7.4 The delivered and installed discounts shall include one original and two design revisions. Additional revisions shall be charged at the design services hourly rate on the Price Bid, Section F.

8 PRICE ADJUSTMENT FOR GOODS:

- 8.1 All discounts shall remain firm against any decrease during the entire contract period including renewals thereof. In the event of any increase in the discount offered by the manufacturer, the County shall be notified promptly, within 30 days, and receive such increase.
- 8.2 In order to minimize the frequency with which price increases are addressed under this contract, all list prices must remain firm against any increase for one year from the effective date of this contract regardless of how often manufacturers may adjust prices. Thereafter, it shall be the Contractor’s responsibility to notify the County in advance of any anticipated price changes by the manufacturer. Requests for list price increases must be accompanied by bona-fide manufacturer’s documentation reflecting the change. Increases shall be limited to the actual cost increase to the manufacturer. The County reserves the right to accept or reject the request for price increase. It is the Contractor’s obligation to maintain a website with the current list prices for easy access for the end users of this Contract.
- 8.3 In the event of any decrease in list prices by the manufacturer, the County shall be notified promptly, within 30 days, and receive such decrease.
- 8.4 It is mandatory that the Contractor maintains electronic price lists and catalogs, and any necessary brochures, finish samples, fabric samples, seating samples or related materials at no charge during the entire contract period including renewals thereof.
- 8.5 Contractor may not have two price lists for the same item(s) where one price is for the product only and the other price is for the item plus shipping and/or installation, or any other reason.
- 8.6 Discounts from the manufacturer’s price list shall be quoted on the basis of F.O.B. Destination, Inside Delivery and shall include uncrating, assembly, installation (if required), removal of debris off-site (County trash receptacles shall not be used), wipe down surfaces and a completed punch list (if required).

- 8.7 The County reserves the right to purchase through this contract or competitively bid large quantities of office furniture and equipment when better prices may be obtained by so doing. If purchasing through this contract, special negotiated discounts for these purchases shall be permitted.
 - 8.8 All quotes shall reflect the list price, applicable discount and net price for each item.
- 9 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

10 ESTIMATED USAGE:

- 10.1 The estimated annual usage is provided as a general guide for bidding and is not guaranteed. Actual usage may be more or less than estimated.
- 10.2 History has shown that government entities in surrounding areas and around the country used the previous BRCPC contracts. On average 88 different government entities around the country used this contract in any given year. In addition to the members of BRCPC and MWCOG, below are examples of other governments, school systems, community colleges and commissions outside of the Baltimore/Washington area that used the previous contract:

City of Lincoln-Department of Aging	City of San Francisco
College of Southern Nevada	North Carolina State
Del Plaines Public Library	Hughes Federal Credit Union
Minnesota Zoo Foundation	San Francisco County Government
University of Missouri	State of Utah

<i>Furniture Groups</i>	<i>Average Spend Per Year</i>	<i>Spend Over 2008-2014</i>
Systems Furniture	\$2,581,273	\$18,068,910
Casegoods	\$1,684,739	\$11,793,178
School, Library, Audio Visual	\$2,869,191	\$20,084,337
Seating	\$1,447,720	\$10,134,041
Files, Filing Systems, Shelves, and Storage Cabinets	\$856,065	\$5,992,456
Lockers, Folding Tables and Chairs, Other Misc. Furniture	\$441,456	\$3,090,195

AVERAGE FOR ALL FURNITURE GROUPS OVER 1 YEAR \$9,880,444

TOTAL FOR ALL FURNITURE GROUPS OVER 7 YEARS \$69,163,097

- 11 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 11.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured.
 - 11.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
 - 11.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
 - 11.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

- 11.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" must be shown as the Certificate Holder and an Additional Insured on the certificate.
- 11.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 11.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 11.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

12 SUBMISSION OF DOCUMENTS:

- 12.1 Award will be made on the basis of the highest discount per manufacturer.
- 12.2 The manufacturers listed in the Price Bid reflect manufacturers most frequently used by participating entities. Manufacturers sell product lines in multiple categories; we attempted to include the manufacturer in every appropriate category. However, if there is a manufacturer listed in one category that you believe was omitted from another category, you may add the manufacturer to the category in which you believe it was omitted.
- 12.3 To avail participating entities to new manufacturers, Contractors may insert no more than four new manufacturers not previously listed in the space provided in each category along with the discount.
- 12.4 When the Contractor is a dealer bidding a manufacturer's product, the Contractor shall provide a "Letter of Authorization" from the manufacturer, on the manufacturer's letterhead, signed by an agent of the manufacturer.
- 12.5 If appropriate for a particular manufacturer's product line, manufacturers are encouraged to authorize multiple dealers, serving the same or different geographic regions, to sell their products at the same manufacturer's discounts. Different discounts for the same manufacturer are prohibited.
- 12.6 This Invitation for Bids requires the return of the Section F (Technical Bid, Price Bid and Contractor's Qualification Information), Section G (Affidavit), Section H (Rain Forest Protection Act of 1991), Section I (Howard County's Equal Business Opportunity Subcontractor Participation Form), Sections J (Mayor and City of Baltimore Minority or Women's Business Forms) and any exceptions the Contractor may request (on company letterhead). Failure to return required documents may be cause for rejection of the bid.
- 12.7 One (1) original and fifteen (15) copies of the bid shall be submitted to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 by 11:00 A.M. on May 27, 2015.
- 12.8 The submission of a bid shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the bid, the entire area to be serviced as described in the attached specifications and other contract documents and that the Contractor is fully informed concerning the conditions to be encountered, character quality and quantity of work to be performed and

equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.

- 12.9 All Contractors are encouraged to submit responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

13 METHOD OF AWARD:

- 13.1 The County reserves the right to make multiple awards, effectively to the responsive and responsible Contractors meeting the specifications, on any and all groups of items or individual items that will best meet the needs of the County as to price, quality, design and standardization. Awards will be based on the highest discounts from manufacturers' list prices.
- 13.2 The assignment of work shall be at the sole discretion of the County. All Contractors shall waive any claim of any Contractors against the County for extra compensation or damages arising out of assignment of work by the County.
- 13.3 The County reserves the right not to award, in whole or in part, as a result of the bids received in response to this solicitation.

14 METHOD OF ORDERING:

- 14.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 14.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

15 DELIVERY AND SHIPPING:

- 15.1 Deliveries shall be made to the designated "ship to" address on each purchase order typically between the hours of 8:00 AM and 5:00 PM on regular business days (excluding holidays) unless other arrangements have been made.
- 15.2 All goods shall be delivered assembled, or assembled by the Contractor on site. County personnel will perform only minor assemblies. Delivered and installed discounts are based on normal site conditions, building access business hours. Hourly installation rates for abnormal conditions are negotiable.
- 15.3 Time is of the essence on every furniture procurement, particularly major renovations and new building furnishings. Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the County, or failure to make replacements/corrections of rejected goods or services when so requested, immediately or as directed by the County, shall constitute authority for the County to purchase on the open market goods or services of comparable grade and quality to replace the goods or services rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expenses incurred in excess of the contract prices. Should public necessity demand it, the County reserves the right to use or consume goods delivered or services performed that are substandard in quality, subject to an adjustment in price to be determined by the County.
- 15.4 The Contractor shall mark all shipments with the purchase order number clearly visible on the exterior of each container. A packing slip must be furnished with each shipment, listing, in addition to the Contractor's stock number and description, the purchase order number, the

purchase order item number, the quantity ordered, the quantity shipped and the quantity backordered.

- 15.5 The Contractor shall indicate whether or not furniture and equipment is available through a “Quick Ship” program on the Price Bid. “Quick Ship” is defined as the ability to deliver and install furniture and equipment within 15 working days from the date an order is placed /after receipt of order (ARO).

16 PACKAGING:

16.1 Contractors shall assure that all goods are packaged in accordance with prevailing commercial practices and delivered in excellent condition. Contractors must authorize immediate replacement of any goods that are damaged in transit.

16.2 When practical, Contractors must package and ship all products purchased by the County in packaging and containers made of recyclable or Biodegradable materials. Contractors are encouraged to eliminate packaging or use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

- 17 SERVICE: The Contractor shall be prepared at all times to furnish design/layout and decorating services when so requested and to investigate and report on any complaints that might arise in connection with the use of the Contractor’s products.

18 WARRANTY:

18.1 The Contractor warrants the furniture and equipment furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery or installation. If installed, the warranty shall include parts, labor and all return delivery costs. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.

18.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.

19 RETURNS:

19.1 Returns must be requested by the County and directed to the appropriate Contractor. A restocking fee not to exceed 25% of the selling price may be charged for all custom items being returned for other than warranty reasons.

19.2 The Contractor agrees to provide any repairs, labor, replacements or adjustments made necessary due to defects in products. Such repairs, labor, replacements or adjustments will be made promptly at no charge to the County and to the satisfaction of the County.

20 BILLING AND PAYMENT:

20.1 The Contractors shall submit invoices to the billing addresses provided on the purchase order. Delivery tickets signed by authorized County personnel shall accompany invoice.

20.2 Each invoice shall include the following information:

- 20.2.1 Federal Employer Identification Number (FEIN);
- 20.2.2 Purchase Order Number;
- 20.2.3 Name of Using Department;
- 20.2.4 Date Order Placed/Delivered;
- 20.2.5 Itemized List of Materials Furnished
- 20.2.6 Unit Price and Extension of Each Item; and
- 20.2.7 Payment Terms

- 20.3 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 20.4 The County reserves the right to make payments on procurement cards when orders are placed using procurement cards as indicated in Method of Ordering, Section D, 13. The cost of a procurement card transaction is substantially less expensive than issuing purchase orders and checks. Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.
- 20.5 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on contracts for which this payment vehicle is appropriate. All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency.

21 REPORTS:

- 21.1 The Contractors must submit semi-annual statistical reports via email in an Excel format prescribed by the County for the periods of January to June and July to December each year. Reports are due, without notice, to the County on August 1 and February 1, respectively, following the end of each six-month period. Failure of the County to remind the Contractors that the reports are due does not relieve the Contractors of the responsibility of submitting the reports on time. The semi-annual reports must show the dollars spent in connection with this contract by the participating entities and may show other reporting categories mutually agreed upon by the County and Contractors. Failure to submit the reports on time constitute unsatisfactory performance under the terms of the contract.
- 21.2 The County's **semi-annual** statistical reports requirement supercedes Item No. 10 listed in Mid-Atlantic Purchasing Team's Terms and Conditions.

SECTION E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. Faxed or emailed bids in response to this formal Invitation for Bid are not acceptable.
- 1.2 All bids must be signed by an authorized officer or agent of the Contractor submitting the bid and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Bids received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.
- 1.4 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in writing not later than fifteen days prior to the scheduled opening of bids. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing).
- 1.6 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

2 BID DOCUMENTS: The required documents shall be submitted, with fifteen copies (one original and fifteen copies), to the Issuing Office no later than the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the bid. This solicitation requires the return of the following documents:

- 2.1 Section F, Price Pages No. 1, 2, 3 and Contractor’s Qualification Information. In addition to hard copies, Contractors must submit a CD containing the entire completed Excel spreadsheet, Price Page No. 3.
- 2.2 Section G, Affidavit
- 2.3 Section H, Rain Forest Protection Act of 1991
- 2.4 Sections I, Equal Business Opportunity Subcontractor Participation Form
- 2.5 Sections J, Mayor and City of Baltimore Minority or Women’s Business Forms

3 ELECTRONIC AND HARD COPIES: Contractors should submit a CD or Flash Drive containing the entire, identical hard copy of the bid along with the hard copies required above.

4 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the bid.

SECTION F

PRICE PAGE NO. 1

FURNITURE (OFFICE, SCHOOL, LIBRARY, ETC.) AND EQUIPMENT

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

REPRESENTATIVE'S NAME: _____

TITLE: _____

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** _____

Is the company a Minority-, Woman-, or Disabled-Owned Business Enterprise? YES NO

If yes, indicate the type of minority ownership:

- African American
- Asian American
- Disabled
- Eskimo
- Female
- Hispanic
- Native American

Is the company certified? If yes, indicate the certification(s) held:

- Howard County Government
- MD Dept. of Transportation
- City of Baltimore
- Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? YES NO

The County reserves the right to request such documentation, if desired, at a later date.

The company accepts Procurement Cards: YES NO

Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.

SECTION F
PRICE PAGE NO. 2

COMPANY NAME: _____

Delivery Terms: F.O.B. Destination, Inside Delivery.

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) _____

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

ACKNOWLEDGEMENT OF ADDENDA: The company shall identify by number and date the following addenda and agree that the prices shown in the bid reflect all changes made by addenda. To check for addenda go to: www.howardcountymd.gov/purchasing

Number: _____ Date: _____ Number: _____ Date: _____
Number: _____ Date: _____ Number: _____ Date: _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F

PRICE PAGE NO. 3

Bidders must download the Excel spreadsheet, Price Page No. 3, an integral supplement to this Invitation for Bid. Complete the spreadsheet electronically and submit a CD containing the entire, identical copy of the spreadsheet along with the hard copies of the required documents referenced in Document E, Section 2.

The Excel spreadsheet must not be altered. You may enter the information requested in the three columns provided; Environmentally Preferred Product, Quick Ship, and Discount. You may add no more than four new manufacturers not otherwise listed in the rows provided at the end of each proposal.

SECTION F

CONTRACTOR'S QUALIFICATION INFORMATION

COMPANY NAME: _____

1 References: Give name, address and telephone number of owner or manager of three accounts for which Contractor has furnished, delivered and installed Furniture (Office, School, Library, Etc.) and Equipment during the past three years.

1.1	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

1.2	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

1.3	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

2 The Contractor has provided the above services for ____ years. (Note: 3 year minimum)

3 The Contractor confirms that an electronic price list and catalog is available: YES NO

3.1 Specify the website: _____

SECTION G

AFFIDAVIT

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc.), and submitted with the bid.

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

SECTION H

RAIN FOREST PROTECTION ACT OF 1991

(The provisions of this subtitle shall apply to any procurement for the purchase of wood products that is over \$2,000. "Wood products" are those exposed wood areas that are visible to the eye.)

I/We _____
(name of firm)

located at _____
(address)

(_____) _____, hereby certify that the supplies being offered in this capital project/bid
(phone number)

comply with the Howard County Rain Forest Protection Act of 1991.

The Act prohibits the purchase, by Howard County, of certain tropical rain forest wood products, which are exposed and visible to the eye.

Howard County shall not purchase any of the following tropical wood products unless the vendor shows that the tropical wood item or type has been harvested from a pre-existing plantation, managed to maintain environmental functions, including watershed stability and erosion control practices, sustained yield production, and positive impact on the well-being of local communities.

<u>Name</u>	<u>Name</u>
Acapu	Lauan, Red
Afromosia	Lauan, White
Almon	Limba
Amaranth	Louro
Amazaque	Mahogany, African
Aningeria	Mahogany, American
Apitong	Makore
Balsa	Movingui
Banak	Paduak, African
Bella Rosa	Paduak, Angola
Benge	Peroba
Boire	Purpleheart
Bubinga	Ramin
Cativo	Rosewood
Chenchen	Sapele
Concobolo	Sonora
Cordia	Tanguille
Ebony	Teak
Gaboon	Tiger Wood
Iroko	Wenge
Koa	Zebrawood
Koto	

WITNESS:

Signature

Name and Title of Signer

SECTION I

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

**NOTICE TO PRIME CONTRACTORS
10% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE**

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program’s 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime **Contractors** should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

- [Howard County - Equal Business Opportunity List of Firms A-Z](http://www.mdot.state.md.us/MBE_Program/index.html)
- http://www.mdot.state.md.us/MBE_Program/index.html
- <http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

PRIME CONTRACTORS’ COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.



**HOWARD COUNTY. MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM**

COUNTY USE ONLY
EBO APPROVAL

CONTRACT TITLE: FURNITURE (OFFICE, SCHOOL, LIBRARY, ETC.) AND EQUIPMENT		
SOLICITATION # IFB 2015-42	CAPITAL PROJECT #	CONTRACT / PO #
TERM:	RENEWAL #	AMOUNT \$

PRIME CONTRACTOR NAME:		
ADDRESS:		PHONE:
EBO STATUS (Y/N):	*EBO TYPE:	CERTIFYING AGENCY:
		CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS

INSTRUCTIONS FOR COMPLETING THIS FORM

- Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
- This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
- ***EBO Types:** AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

SUBCONTRACTOR NAME:		
ADDRESS:		PHONE:
CONTACT REPRESENTATIVE:		EMAIL:
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
CERTIFYING AGENCY:	CERTIFICATION #	EBO PARTICIPATION %
DESCRIPTION OF WORK:		EBO PARTICIPATION \$

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

SECTION J

**MAYOR AND CITY COUNCIL OF BALTIMORE CITY
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28
MINORITY AND WOMEN'S BUSINESS PROGRAM**

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The Overall MBE goal isXX%* The WBE goal isXX%*

***These percentages are still to be determined**

If MBE Sub-Goals Apply:

African American	N/A%
Asian American	N/A%
Hispanic American	N/A%
Native American	N/A %

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
Baltimore City Department of Law
Room 101, City Hall
100 N. Holliday Street
Baltimore, MD 21202
(410)396-4355

SECTION J

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. **THE FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A BREACH OF CONTRACT.**

Highlights of the City’s MBE/WBE program are noted below. A complete copy of Article 5, Subtitle 28 of the Baltimore City Code (2014) is available on the website at: www.baltimorecity.gov/Government/Citychartercodes.aspx or at the Minority and Women’s Business Opportunity Office.

1. BID REQUIREMENTS

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. Bidder must submit the following completed documents WITH THE BID:

- Part B: Statement of Intent Form(s)** – to be signed by Bidder and MBE or WBE
- Part C: Statement of Self-Performance** – if applicable, to be signed by Bidder
- Part D: MBE/WBE Participation Affidavit** – to be completed and signed by Bidder
- Part E: MBE/WBE Participation Waiver Request**– to be completed and submitted by Bidder if unable to meet the participation goals

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

2. VERIFYING CERTIFICATION

Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women’s Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified MBEs and WBEs is available online at <http://cityservices.baltimorecity.gov/law/mwboo> or at the offices of MWBOO. (Art. 5, §28-48(d))

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE’s

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. (Art. 5, §28-31(b) and §28-35))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform.** (Art 5, §28-31(d)).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise and actual responsibility to perform, manage and supervise. (Art. 5, §28-32)

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. (Art. 5, §28-33)

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. (Art. 5, §28-36)

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.** (Art. 5, §28-37)

Example: If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent (Art. 5, §28-38)

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39)

i) Non Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. (Art. 5, §28-41).

4. WAIVER REQUESTS

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. (Art. 5, §28-62).

5. SUBSTITUTION OF MBE OR WBE

The Minority and Women's Business Opportunity Office must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract. (Art. 5, §28-63(a)).

6. CONTRACT REQUIREMENTS

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. (Art. 5, §28-48 (e)).

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

SECTION J

PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

**COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.
(Make additional copies of this form as needed)**

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3a and 3f

Name of Prime Contractor: _____

Name of MBE or WBE (circle one): _____

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ _____ *(If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)*

Subcontract percentage of total contract: _____ %

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American: _____ % Asian American: _____ %
Hispanic American: _____ % Native American: _____ %

The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (**REQUIRED**) Date

Signature of MBE or WBE (**REQUIRED**) Date

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

SECTION J

PART C: STATEMENT OF INTENT TO SELF-PERFORM

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTION 2, 3a, 3b and 3f.

Name of Prime Contractor: _____

Self-Performance to be counted toward the MBE _____ or WBE _____ goal. *(Check One)*

Brief Narrative Description of the Work/Service to be Self-Performed by the Prime Contractor:

Materials/Supplies to be furnished by the Prime Contractor:

Total Dollar Amount of Work/Services to be Self-Performed by the Prime Contractor on this Contract: \$ _____

Total Dollar Amount of Self-Performed Work to be counted toward the MBE or WBE Goal:
(May count up to 50% of the total dollar amount of self-performed work): \$ _____

Percentage of Total Contract to be Self-Performed by Prime Contractor on this Contract: _____%

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor **(REQUIRED)**

Date

SECTION J

2. PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____
Address _____
Contracting Agency: _____
Contract (Project) Number and Title: _____
Bid Due Date: _____

Goals on this contract.....MBE: _____% **and WBE:** _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I have achieved.....MBE: _____% **and WBE:** _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I am requesting a waiver of.....MBE: _____% **and WBE:** _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I have contacted MWBOO for assistance: _____Yes _____No (*Check One*)
Number of MBE firms contacted: _____ (*Attach a list of names.*)
Number of WBE firms contacted: _____ (*Attach a list of names.*)

Explain why waiver is being requested:
Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:
(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion

Signature of Authorized Company Representative

Date

SECTION J

3. PART F: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT.

Prime Contractor's Name: _____

Contract Number and Title: _____

Total Contract Dollar Amount: _____

Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Prime Contractor's Signature

Date

TITLE: Furniture (Office, School, Library, Etc.) and Equipment

Contractor Name:

Proposal 1 – Systems Furniture

<i>Item No.</i>	<i>Manufacturer (Do Not Alter)</i>	<i>Place an "X" if Environmentally Preferable Product is Available</i>	<i>Place an "X" if on Quick Ship</i>	<i>Discount</i>
1	All Steel			
2	American Seating			
3	Artopex			
4	Fluid Concepts			
5	Global Compile			
6	Global Evolve			
7	Haworth			
8	Herman Miller			
9	Hon			
10	Invincible			
11	KI			
12	Knoll North America			
13	Knoll Quickship			
14	MD Correctional Enterprises (MCE)			
15	Panel Concepts			
16	Steelcase			
17	Storage Logic			
18	Trendway			
	<i>You May List No More Than Four (4) Manufacturers Not Otherwise Listed</i>			
19				
20				
21				
22				

TITLE: Furniture (Office, School, Library, Etc.) and Equipment

Contractor Name:

Proposal 2 – Casegoods Furniture

<i>Item No.</i>	<i>Manufacturer (Do Not Alter)</i>	<i>Place an “X” if Environmentally Preferable Product is Available</i>	<i>Place an “X” if on Quick Ship</i>	<i>Discount</i>
1	ABCO			
2	ACCO DATA			
3	Adden Furniture			
4	Adelphia			
5	Advance Products			
6	Allsteel			
7	American Seating Lounge			
8	Artcobell			
9	Atlantic Corporate Interiors (ACI)			
10	Avenue			
11	BALT			
12	Berco			
13	Bernhardt			
14	Bretford			
15	Brodart			
16	Candex			
17	Carolina Business Furniture			
18	Community			
19	DSI Industries			
20	Design Options			
21	Diversified Woodcrafts			
22	Dorvel			
23	Douron Library International			
24	Dynamic Metal Furniture			
25	ERG International			
26	ESI Ergonomic Solutions			
27	Encore			
28	Ergo Systems, Inc.			
29	Falcon			
30	First Office			
31	Fixtures			
32	Fleetwood			
33	Global			

34	Grafco			
35	Gunlocke			
36	Hale			
37	Harden			
38	Haskell			
39	Haworth			
40	Herman Miller			
41	Hexo			
42	Hickory Chair			
43	Highpoint			
44	Hon			
45	Indiana			
46	Indiana Desk			
47	Inline			
48	Invincible			
49	Jasper Chair			
50	Jasper Desk			
51	Jofco			
52	Keys/Woodworks			
53	Kimball			
54	Krueger International			
55	Krug			
56	Groupe Lacasse			
57	Lazy Boy			
58	Logiflex			
59	Lorell			
60	Lowenstein			
61	Luxor			
62	Marvel			
63	Maryland Correctional Enterprises			
64	Mayline Group			
65	Miller Desk			
66	Mueller			
67	Nova			
68	Nucraft			
69	Office Source			
70	Panel Concepts			
71	Paoli			
72	Regency			
73	Russwood Library Furniture			
74	St. Timothy			
75	Safco			
76	Sirco			

77	Smith Systems			
78	Spectrum Industries			
79	Steelcase			
80	Studio Q (Formerly Quaker)			
81	Stylex			
82	Tennsco			
83	Tract			
84	Trendway			
85	United Chair			
86	Viking			
87	Virco			
88	VS America			
89	Wrightline			
	<i>You May List No More Than Four (4) Manufacturers Not Otherwise Listed</i>			
90				
91				
92				
93				

TITLE: Furniture (Office, School, Library, Etc.) and Equipment

Contractor Name:

Proposal 3 – School (including Early Childhood/Pre-K and K), Library, Audio Visual Furniture

<i>Item No.</i>	<i>Manufacturer (Do Not Alter)</i>	<i>Place an "X" if Environmentally Preferable Product is Available</i>	<i>Place an "X" if on Quick Ship</i>	<i>Discount</i>
1	ABC Furnishings			
2	ABCO			
3	Adden Furniture			
4	Adelphia			
5	Advance			
6	Allied Plastic			
7	American Technical Furniture			
8	Artco-Bell			
9	Avenue			
10	AvidEd			
11	BioFit			
12	Bird-in-Hand			
13	Bretford			
14	Candex			
15	Cano Corporation			
16	Capital Seating			
17	Charnstrom			
18	Childcraft			
19	Claridge			
20	Clarín Seating			
21	Classroom Select			
22	Community			
23	Columbia			
24	Copernicus Educational Products			
25	Corilam			
26	DaLite			
27	David Edwards			
28	Demco			
29	Design Options			
30	Diversified Woodcrafts			
31	ECR4Kids			
32	Fleetwood			
33	Georgia Chair			

34	Ghent			
35	Global			
36	Grafco			
37	Holbrook			
38	Hon			
39	ID Systems			
40	Ironwood			
41	Ivy League			
42	Jonti-Craft			
43	Korners for Kids			
44	Krueger International			
45	Lacasse			
46	Lakeshore Learning			
47	Lesro			
48	Luzor			
49	Maryland Correctional Enterprises			
50	Mayline Group			
51	MediaTech			
52	Midwest			
53	MooreCo			
54	National Public Seating			
55	Norsons			
56	Nova			
57	Palmer Hamilton			
58	Paragon Furniture			
59	Regency			
60	Royal			
61	Rubbermaid Commerical			
62	Russwood Library			
63	Safco			
64	Sandusky Lee			
65	Scholarcraft			
66	School Speciality			
67	Screenflex			
68	Shain Shop-Bilt			
69	Shiffler			
70	Sico			
71	SIS-USA			
72	Smith System			
73	Spectrum Industries			
74	Third Coast			
75	Thompson Wood Products			
76	Tot Mate			

77	United Chair			
78	Virco			
79	VS America			
80	VS Furniture			
81	Webcoat			
82	Wenger			
83	Wood Designs			
	<i>You May List No More Than Four (4) Manufacturers Not Otherwise Listed</i>			
84				
85				
86				
87				

TITLE: Furniture (Office, School, Library, Etc.) and Equipment

Contractor Name:

Proposal 4 – Seating

<i>Item No.</i>	<i>Manufacturer (Do Not Alter)</i>	<i>Place an "X" if Environmentally Preferable Product is Available</i>	<i>Place an "X" if on Quick Ship</i>	<i>Discount</i>
1	Adden Furniture			
2	All Steel			
3	American Seating			
4	American Seating Auditorium			
5	American Seating Lounge			
6	Artcobell			
7	Bernhardt			
8	Body Built			
9	Carolina Business Furniture			
10	Carolina Seating			
11	Clarín Seating			
12	Community			
13	Cramer			
14	DoMore/Lux			
15	David Edwards			
16	ESI Ergonomic Solutions			
17	Eck Adams			
18	Encore			
19	Ergo Centric			
20	Falcon			
21	First Office			
22	Fixtures			
23	Global Total Office			
24	Gregson			
25	Gunlocke			
26	Harden			
27	Haskell			
28	Haworth			
29	Herman Miller			
30	Hickory Chair			
31	Hickory Leather			

32	Highpoint			
33	Hon			
34	Integra			
35	JSI			
36	Jasper Chair			
37	Jofco			
38	Kimball Seating			
39	Knoll Seating			
40	Knoll Quick Ship			
41	Krueger International			
42	Krueger International Concerto Audience Seating			
43	Krueger International Lounge			
44	Krug			
45	Lazy Boy			
46	Lowenstein			
47	Maryland Correctional Enterprises			
48	Miller Seating			
49	Montel			
50	MooreCo			
51	National Public Seating			
52	Paoli			
53	Regency			
54	Royal			
55	St. Timothy			
56	Sit-On-It			
57	Sitmatic Seating			
58	Steelcase			
59	Studio Q (Formerly Quaker)			
60	Styles			
61	Tract Seating			
62	Trendway			
63	United Chair			
64	VS America			
65	Wenger			
66	Whitehall			
67	Zoom			
	<i>You May List No More Than Four (4) Manufacturers Not Otherwise Listed</i>			
68				
69				
70				
71				

TITLE: Furniture (Office, School, Library, Etc.) and Equipment

Contractor Name:

Proposal 5 - Files, Filing Systems, Storage Cabinets and Shelving

<i>Item No.</i>	<i>Manufacturer (Do Not Alter)</i>	<i>Place an "X" if Environmentally Preferable Product is Available</i>	<i>Place an "X" if on Quick Ship</i>	<i>Discount</i>
1	Adelphia			
2	Artcobell			
3	Brodart			
4	Candex			
5	Datum Filing System			
6	Douron Library International			
7	Edsal			
8	Fireking			
9	Fleetwood			
10	Herman Miller			
11	Hon			
12	Invincible			
13	Kardex			
14	Sandusky Lee			
15	Lyon			
16	MJ Industries			
17	Maryland Correctional Enterprises			
18	Mayline Group			
19	Metro			
20	Montel Mobile Filing			
21	Palmeiri Library Furniture			
22	Parent			
23	Penco Products			
24	Planhold			
25	Richards-Wilcox/Times Two			
26	Rubbermaid Commerical			
27	Russ Bassett			
28	Russwood Library Furniture			
29	Schwab Insulated Files			
30	Smith Systems			
31	Space Saver			
32	Steelcase			
33	Storage Logic			

34	Storage Republic			
35	Tennsco			
36	Viking			
37	Vu-Max File System			
38	Worden			
39	Wrightline			
	<i>You May List No More Than Four (4) Manufacturers Not Otherwise Listed</i>			
40				
41				
42				
43				

TITLE: Furniture (Office, School, Library, Etc.) and Equipment

Contractor Name:

Proposal 6 – Lockers, Tables and Chairs, Customers and Other Miscellaneous Furniture

<i>Item No.</i>	<i>Manufacturer (Do Not Alter)</i>	<i>Place an "X" if Environmentally Preferable Product is Available</i>	<i>Place an "X" if on Quick Ship</i>	<i>Discount</i>
1	ABCO			
2	Adelphia			
3	Allied			
4	Candex			
5	Charnstrom			
6	Chief Manufacturing			
7	Claridge			
8	Clarín Seating			
9	Edsal			
10	Ergonomic Concepts			
11	Falcon			
12	Fleetwood			
13	Ghent			
14	Globe			
15	Hon			
16	Krueger International			
17	Lee Metal			
18	Lyon			
19	Magnuson			
20	Palmer Hamilton			
21	Midwest			
22	Mity-Lite Tables			
23	MooreCo			
24	Palmer Hamilton			
25	Parent			
26	Penco Products			
27	Quartet			
28	Regency			
29	Rubbermaid Commercial			
30	Samsonite			
31	Sandusky Lee			
32	Shiffler			
33	Tennsco			

34	Viking			
35	Virco			
36	Vogel Peterson			
37	Wenger			
38	Workstuff, Incorporated			
	<i>You May List No More Than Four (4) Manufacturers Not Otherwise Listed</i>			
39				
40				
41				
42				

Proposal 7 – Design Services

\$ _____ per hour

(The delivered and installed discounts include the original plus two design revisions. Additional revisions are charged at the design services hourly rate.)

Do you have the capability to provide design services?

If yes, check the box that applies:

- Dealer
- Manufacturer
- Third Party
- Other: _____

Proposal 8 – Reconfiguration (separate from purchase)

\$ _____ per hour

(This must be one blended or average hourly rate. A quote will be obtained for each job.)

Proposal 9 – Installation (integral to the purchase) for Systems Furniture, Industrial Shelving and Library Shelving

\$ _____ per hour

(This must be one blended or average hourly rate. A quote will be obtained for each job.)

Proposal 10 – “Quick Ship” – Delivery and installation within 15 days ARO

_____ %

(Indicate the up charge/percent increase above standard discount for “Quick Ship” furniture and equipment)

THE PERSON SIGNING THE PRICE BID MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

TITLE: _____

CONTRACTOR NAME: _____