
ST. MARY’S COUNTY PUBLIC SCHOOLS (SMCPS)

INVITATION TO BID (ITB)

BID TITLE: DEPARTMENT OF INFORMATION TECHNOLOGY – NETWORK SWITCHES (E-RATE)

BID NUMBER: ITB #SMCPS-2022-IT-NES

DEADLINE FOR QUESTIONS: JANUARY 18, 2022 AT 1:00 PM LOCAL TIME

CONTRACT PERIOD: ONE YEAR, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR PERIODS

BID OPENING DATE: FEBRUARY 8, 2022

TIME OF BID OPENING: 1:00 PM LOCAL TIME

PLACE OF BID OPENING: **THIS BID OPENING WILL TAKE PLACE REMOTELY. BIDDERS MAY OBSERVE THE OPENING OF BIDS ONLINE BY LOGGING IN TO A VIRTUAL MEETING HOSTED BY SMCPS AT THE TIME AND DATE OF THE BID OPENING. FOR DETAILS, PLEASE SEE SECTION II, “INFORMATION FOR BIDDERS.”

BID MAILING ADDRESS: **ALL BIDS MUST BE SUBMITTED ELECTRONICALLY USING THE EMARYLAND MARKETPLACE ADVANTAGE WEBSITE. PLEASE SEE SECTION II, “INFORMATION FOR BIDDERS”.

PROCUREMENT COORDINATOR: BRYNN COSNER

EMAIL ADDRESS: btcosner@smcps.org

WEBSITE: <https://emma.maryland.gov>

TABLE OF CONTENTS
ITB #SMCPS-2022-IT-NES

I. INTRODUCTION 3

II. INFORMATION FOR BIDDERS 3

III. INQUIRIES/COMMUNICATION 5

IV. GENERAL TERMS AND CONDITIONS..... 5

V. INSURANCE REQUIREMENTS..... 12

VI. SPECIFICATIONS..... 17

Please include the following with your bid submission:

ATTACHMENT 1 – Bid Submission Form..... 23

ATTACHMENT 2A – Business Relationship Affidavit..... 24

ATTACHMENT 2B – Certification of Compliance with MD Sex Offender Law 26

ATTACHMENT 3 – Specifications, Pricing and Delivery Information Sheet..... 28

ATTACHMENT 4 - References 30

ATTACHMENT 5 – Minority Business Enterprise Utilization Affidavit 31

ATTACHMENT 6 – No Bid Reply Form..... 32

ATTACHMENT 7 – W-9 Form 33

I. Introduction

The Board of Education of St. Mary's County (the Board) on behalf of St. Mary's County Public Schools (SMCPS) has issued this Invitation to Bid (ITB) to qualify and select a Contractor to supply and deliver Network Switches to St. Mary's County Public Schools on an as-needed basis.

The labor and materials to be purchased in this solicitation are eligible for Federal Universal Service Fund E-Rate Program. Therefore, any Contractor responding to this invitation to bid (ITB) will be required to submit its assigned SPIN (Service Provider Identification Number) and FCC Registration Number, as part of its response. Contractors without a SLD SPIN number or FCC Registration Number MUST obtain one before responding to this ITB. (<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>) In addition, evidence of filing of the Service Provider Annual Certification (SPAC) form may be required. An FCC registration number can be obtained from the FCC web site which is found at the following URL: <https://apps.fcc.gov/coresWeb/publicHome.do>.

Responding Contractors must also disclose in their ITB response if they have been "red-lighted" by the FCC during the two-year period prior to the issuance of this ITB. Contractors must also disclose whether they have been the subject of audits or investigations by USAC, the FCC, DOJ or any other investigator associated with the E-Rate program during the five years prior to the issuance of this ITB. Contract awards are subject to the availability of funding. Minority Business Enterprises are encouraged to respond to this solicitation notice.

II. Information for Bidders

A. **ELECTRONIC BID SUBMISSION REQUIRED**

All bids **must** be submitted electronically using the eMaryland Marketplace Advantage (eMMA) website. **There is no exception.** Bids submitted in any other manner (mail, email, etc.) will not be considered. In order to submit a bid, Contractors must register on the eMaryland Marketplace Advantage website. After registering, Contractors may then upload their bid response documents (in Word, PDF, etc.).

The following information is provided by eMaryland Marketplace to assist bidders:

Tutorials:

[Contractor Training and Support](#)

Quick Reference Guides:

[eMMA Quick Reference Guides](#)

eMMA Help Desk: emma.helpdesk@maryland.gov

All bids must be submitted electronically using the eMaryland Marketplace website on or before the bid opening date and time, which is **February 8, 2022 at 1:00 p.m. local time**. Contractors shall assume full

responsibility for timely delivery of the bid response to the location designated for receipt of bids. Bids received after the time and date will be considered unresponsive.

If SMCPs offices are closed on the day a bid is "DUE", the bid will be due at the same time the next day that the SMCPs offices are opened.

B. ALTERNATIVE TO PUBLIC BID OPENING

A public bid opening will take place via Zoom. A Zoom meeting has been scheduled for the bid due date and time (**February 8, 2022 at 1:00 p.m. local time**). SMCPs will access the sealed bids at this time and will read the bids aloud as part of the Zoom meeting. Contractors are invited to join this meeting (via video or conference call) if they wish to hear the bids read aloud. Details can be found below; if you would like to receive a calendar invitation please contact btcosner@smcps.org. Participation in this Zoom meeting is **optional**.

Brynn Cosner is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://smcps.zoom.us/j/93030040641?pwd=UFEzU1FLcVo5c3dCR2FPWDRyeUo0UT09>

Meeting ID: 930 3004 0641

Passcode: 704446

One tap mobile

+13017158592,,93030040641#,,,,*704446# US (Washington DC)

+16468769923,,93030040641#,,,,*704446# US (New York)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 646 876 9923 US (New York)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 930 3004 0641

Passcode: 704446

Find your local number: <https://smcps.zoom.us/u/abR2pVBGRi>

C. FORMATION OF THE CONTRACT

It is the intent of SMCPs that should this bid be accepted and awarded, the Contract will consist of the bid solicitation documents, any addenda/amendments, and the bidder's response to the bid solicitation, addendum/amendment documents, SMCPs written notice of award and subsequent purchase orders. The resulting contract shall be awarded for a period of one (1) year with the option to renew for two (2) additional one-year periods. SMCPs reserves the right to cancel the contract, at its discretion, for any reason.

SMCPS reserves the right to award the requirements of this bid in total or in part as it determines to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. Contract awards are subject to the availability of funding.

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

III. Inquiries/Communication

Prospective bidders may request that SMCPS clarify information contained in this bid. All such requests must be made in writing to Brynn Cosner, Procurement Coordinator. SMCPS will not respond to any requests for clarification received after **January 18, 2022 at 1:00 p.m. local time**. Questions may be sent via email to btcosner@smcps.org. An addendum will be issued if necessary, to answer all questions. The addendum will be posted on <http://procurement.maryland.gov> under the applicable bid number and will be available at the SMCPS Purchasing Office.

IV. General Terms and Conditions

A. DISPUTES

The resulting Contract award from this ITB shall be subject to the provisions of Title 15, Subtitle 2 or the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of SMCPS.

B. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such a bid or resulting contract shall be filed in the appropriate State Court of competent jurisdiction located in St. Mary's County.

C. TERMINATION

a. DEFAULT

SMCPS may, by written notice of default to the contractor, terminate the whole or any part of the contract. If, after notice of termination of this contract under provision of this clause, it is determined for any reason that the Contractor was not in default under the provisions of the clause, or that the default was excusable under the provisions of the contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

b. CONVENIENCE

SMCPS may terminate the performance of work under any resulting contract in whole or in part when it is determined to be in the best interest of SMCPS, for any reason. Any such termination

shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work is terminated and the date upon which such termination becomes effective. All finished or unfinished supplies and services provided by the contractor shall at the option of SMCPS, become the property of SMCPS. SMCPS shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination. Upon receipt of a Notice of Termination, the Contractor shall submit to the Purchasing Office his Termination Claim.

D. FORCE MAJEURE

The Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this ITB/Contract arises from causes beyond the control and without the fault of negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities.

E. ASSIGNMENT

The ITB/Contract shall not be assigned, sublet or transferred, in whole or in part, by operations of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated, no written consent to an assignment shall operate to release or discharge the assignor from any duty or responsibility under the ITB/Contract.

F. BID PROTEST PROCEDURES

A Contractor may protest an award. The protest shall be filed with the Purchasing Office by submitting a protest in writing to Brynn Cosner, Procurement Coordinator, by mail at 23160 Moakley Street, Suite 107, Leonardtown, Maryland 20650. The protest must be received by the close of business on the seventh (7th) business day after the award. Protests shall include the ITB number, the basis of the protest, the relief sought and whether the protester wishes to have a conference with respect to the protest.

G. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, losses, damages, expenses, including attorneys' fees and all other costs connected therewith, cause of action or liability arising out of or connected to the supply, delivery or installation of any products or materials by Contractor under this Contract, provided that any such claim, loss, damage, expense, cause of action or liability is caused in whole or in part by any negligent act or omission of the Contractor or any of the Contractor's employees, agents, officials or volunteers or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation to indemnify, defend and hold Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

H. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract;
- c. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

I. MARYLAND SEX OFFENDER LAW

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states that “[a] person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant.” Section 11-722(d) provides that “a person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a registered sex offender, as determined by the definition contained in the Criminal Procedures Article of the Annotated Code of Maryland, is employed by the Contractor, then the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any type of services on any Board property. Violation of this provision may result in Termination for Cause.

It shall be the responsibility of all Contractors submitting a bid or offer to SMCPs to comply with this provision. If a Contractor is found to have violated this provision subsequent to an award by SMCPs, the Contract may be immediately terminated at SMCPs’ sole option, and that Contractor may be liable to SMCPs for all re-procurement cost and may be debarred from bidding future SMCPs requirements.

J. CHILD SEXUAL ABUSE/SEXUAL MISCONDUCT EMPLOYMENT HISTORY REVIEW

If the Contractor’s employees will have “direct contact with minors” while providing the services called for under this Contract, Contractor acknowledges that it is a “contracting agency” for purposes of, and hereby certifies that it will fully comply with Section 6-113.2 of the Education Article of the Maryland Annotated Code (SB 541/HB 486-2019 Legislative Session), including, but not limited to the following requirements:

-
- Contractor shall conduct the required child sexual abuse/sexual misconduct employment history review, either at the time any employee is initially hired by the Contractor, or before they are assigned to work at SMCPs.
 - Contractor shall maintain a record of the employment history review for any employee who is assigned to work at SMCPs.
 - Contractor shall provide access to the record of the employment history review for any employee who is assigned to work at SMCPs upon request by SMCPs.
 - If the Contractor receives any affirmative child sexual abuse/sexual misconduct-related responses from any employee's current or former employers, the Contractor shall obtain SMCPs' approval before assigning the employee to work at SMCPs; and
 - Contractor may not assign any employee to work at SMCPs if SMCPs objects after receiving the foregoing notice.

As defined in Section 6-113.2 of the Education Article, "direct contact with minors" means the possibility of care, supervision, guidance or control of a minor or routine interaction with a minor.

K. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

SMCPs is in compliance with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR part 60). The successful Contractor must also be in compliance with the Order as amended and supplemented.

SMCPs does not discriminate on the basis of race, color, religion, national origin, sex, age or disability in its programs, activities or employment practices. **All Contractors shall affirm that they do not discriminate with regard to individual political affiliation, religious beliefs, race, creed, national origin, sex, age or handicap in employment practices by so stating in the response to the bid.**

L. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

Maryland State Law requires SMCPs to publish notices of procurements and procurement awards on eMaryland Marketplace Advantage (eMMA). The requirement extends only to contracts procured through competitive sealed bidding, competitive sealed proposals and noncompetitive negotiations, and to procurements whose value equals or exceeds that for State contracts that must be published on eMMA. Contractors are encouraged to register as a Contractor with eMMA at www.procurement.maryland.gov. The awarded Contractors must be registered with eMMA following notice of award. If you require assistance, contact the help desk at eMMA.helpdesk@maryland.gov.

M. MINORITY BUSINESS ENTERPRISES

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. Contractors who provide material, supplies, equipment and/or services under this Contract are encouraged to subcontract with Minority Business Enterprises.

N. PREPARATION AND SUBMISSION OF BIDS

Responsive bids shall be made in the formats set forth in this bid document and on the Contractor's Statement of Experience (Attachment 1) Bid Submission Signature Form (Attachment 2), Business Relationship Affidavit (Attachment 3a and 3b), Specifications, Pricing and Delivery Information Sheet (Attachment 4), References (Attachment 5), and Addenda, with all required supplementary documentation. Spaces left blank on Attachment 4 shall be deemed by SMCPs, in its sole discretion, to be not applicable or "no bid". All bids **must be submitted electronically** using the eMaryland Marketplace Advantage website. Bids shall not be withdrawn or altered for a period of ninety (90) days after the bid opening date.

O. ADDENDA TO THE ITB

If it becomes necessary to revise any part of the ITB, addenda will be issued. All bidders shall be responsible for acquiring addenda by contacting the SMCPs Purchasing Office or by downloading the addendum from <https://emma.maryland.gov>. All addenda shall become a part of the Contract. Each bidder must acknowledge receipt of addenda. Acknowledgement shall consist of returning a signed copy of all addenda cover sheets as part of the bid submission by the stated date and time. All addenda responses must be received by the bid opening date.

P. BASIS OF PRICING

The Specifications, Pricing and Delivery Information Sheet (Attachment 3) outlines the specifications of services required. Please fill in the related prices.

The prices must include any and all costs necessary to implement terms and conditions of the contract. No Contractor will be allowed to offer more than one price for each item or service even though the Contractor may feel that they have two or more choices that meet specifications. Contractors must determine for themselves which to offer. If the Contractor should submit more than one price on any item or service, all prices for that item or service will be rejected. Prices quoted shall not include Federal Excise or State Sales and Use Taxes, or any other taxes from which SMCPs is exempt. Exemption certificates will be furnished upon request.

Q. CANCELLATION OR REJECTION OF BIDS, AND WAIVER OF NONCONFORMITIES

SMCPs reserves the right, in the exercise of its sole discretion, to cancel this bid or reject all bids. SMCPs will notify all interested Contractors in writing in the event of such cancellation or rejection. SMCPs also reserves the right to waive any minor irregularity or nonconformity of any bid response to this ITB.

R. MODIFICATIONS/WITHDRAWAL OF BIDS

A Contractor may modify or withdraw a bid at any time prior to the bids due date and time. All modifications or withdrawals must be in writing, and must be executed by a person with authority to bind the Contractor.

S. DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE

The Procurement Coordinator shall determine whether Contractors have met the mandatory requirements of this bid. The Procurement Coordinator has the sole authority to determine whether any deviation from the requirements of this bid is material in nature, and the Procurement Coordinator may reject non-conforming bids. In addition, the Procurement Coordinator may reject in whole or in part any and all bids and waive minor irregularities and may negotiate with all responsible Contractors in any manner deemed necessary to serve the best interests of the SMCPs.

T. MATERIALS SUBMITTED IN RESPONSE TO THIS BID

Any/all materials submitted in response to this ITB become the property of SMCPs. Any information considered to be proprietary or confidential should be so marked.

U. EXCEPTION

It shall be the responsibility of the Contractor to include with their bid a list and clarification of any deviations or qualifications from conditions and specifications. The list must be attached to the Bid Submission Signature Form (Attachment 1).

V. NO BID

If the Contractor elects to "No Bid" this ITB, a no bid should be filed with the SMCPs Purchasing Office (see form provided, Attachment 6).

W. EVALUATION OF BIDS

Bids will be evaluated based on a complete response, **which shall include acknowledgement of all Addenda** (if any issued); and all required attachments:

- Bid Submission Form (Attachment 1);
- Business Relationship Affidavit, and Certification of Compliance with Maryland Sex Offender Law including Contractors Response Form (Attachment 2A and 2B);
- Specifications, Pricing and Delivery Information Sheet (Attachment 3);
- Professional References (Attachment 4); and
- Minority Business Enterprise Utilization Affidavit (Attachment 5)

X. AWARD OR REJECTION OF BIDS

Award will be made to the **lowest responsive and responsible** bidder complying with all terms and conditions contained herein. SMCPs reserves the right to award the requirements of this bid in total or in part as is determines to be in the best interest of SMCPs. SMCPs reserves the right to make multiple awards.

SMCPs reserves the right to reject the bid of a Contractor who has, in the opinion of SMCPs, previously failed to perform properly on contracts of a similar nature, or the bid of a Contractor whom investigation shows is not in a position to fulfill the awarded contract.

Y. TIE BIDS

In the event of tie bids, where all other factors such as past performance on purchases/Contracts or Contractor service and delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the St. Mary's County based Minority and/or Small Business Contractor, the St. Mary's County based Contractor, the out-of-county but Maryland based Minority and/or Small Business Contractor, the out of county but Maryland based business, the out-of-state based Minority and/or Small Business Contractor and the out-of-state based Contractor in that order of preference. In the event a tie bid still exists, the Procurement Coordinator or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or see a geographical, proportional or divided award of Contract whichever is in the best interest of the school system.

Z. CHANGES

Change Orders: SMCPSS may order changes in the contract consisting of additions, deletions, or modifications, the contract sum and the time for performance being adjusted accordingly. Such changes in the contract shall be authorized only by written Change Order issued by SMCPSS. The contract sum and the time for performance shall be changed only by Change Order signed by SMCPSS.

Ordering Option: When an ITB specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the ITB at the same unit prices stated in the Contractor's Bid for a period of thirty (30) days after the Contract Award. The amount of any such additional quantities shall be added to the contract sum by Change Order.

AA. RIDER CLAUSE

Contractor is advised that in the awarded contract may be extended, with the authorization of the Contractor, to all State, county, local agencies, colleges and school districts in the State of Maryland. The Contractor must deal directly with each jurisdiction concerning, issuance of purchase orders, contractual disputes, invoicing and payment. SMCPSS assumes no obligation on behalf of any of these organizations. Failure to extend a contract to any listed or unlisted jurisdiction will have no effect on the consideration of your bid response.

BB. ERRORS IN BIDS/INTERPRETATION

Contractors or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the Contractor's own risk. Should any Contractor be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify the Procurement Coordinator. All bidders will then be notified, in writing, of clarification or additional information by means of addenda. If the bidder has made an error, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Procurement Coordinator and/or the Board. Requests for withdrawal can be denied, unless the bidder proves to the satisfaction of the Procurement Coordinator and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business

practices as to be obvious and to legitimately and substantially impair the Contractor's business. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Contractor. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

V. Insurance Requirements

1 – GENERAL INSURANCE REQUIREMENTS

1.1 - The Contractor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of St. Mary's County Public Schools (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at SMCPs' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the SMCPs Purchasing Office throughout the term of the Contract and for two years after final payment by the Board under this Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Contractor in 3.1 and 3.2. The Contractor shall furnish Subcontractors' certificates of insurance to the SMCPs Purchasing Office immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to the Board.

1.5 - No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the SMCPs Purchasing Office for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 - Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Contractor in connection with this Contract shall belong to and be payable to the Board.

1.10 - If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

2 – CONTRACTOR'S LIABILITY INSURANCE

2.1 - The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	2,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

-
- i. Liability arising from premises and operations;
 - ii. Liability arising from the actions of independent contractors;
 - iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by SMCPs under this Contract; and
 - iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - If the Contractor has any employees, workers' compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 500,000 each accident for bodily injury by accident;
- \$ 500,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - If the Contractor is an individual or sole proprietor operating without workers' compensation coverage, personal health insurance or its equivalent.

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 1,000,000 per occurrence;
- \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 1,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

2.1.6 - The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability caused, in whole or in part, by the Contractor's acts or omissions or the acts or omissions of those acting on

the Contractor's behalf. The following wording must be incorporated into the Contractor's insurance policy certificate:

"The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds with respect to liability arising out of the supply, delivery or installation of any products or materials or other services provided by the Named Insured under Contract ITB #SMCPS-2022-IT-NES."

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

2.1.8 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 - If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by SMCPS under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3 – CONTRACTOR'S PROPERTY INSURANCE

Note: The following is **not** required if ownership of the property transfers to SMCPS when products or materials are delivered to the Board or are otherwise placed in the Board's care, custody or control.

3.1 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

3.2 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Contractor's (or Subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4 - WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of St. Mary's County and its elected and appointed officials, officers, volunteers, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or Installation of any products or materials provided by Contractor under this Contract. The Contractor shall advise its insurers of the foregoing.

5 - ACKNOWLEDGMENT OF CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR CONTRACTOR UNDER BOARD'S WORKERS' COMPENSATION COVERAGE

Contractor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf on the Board and that the Board's workers' compensation insurance, group self-insurance coverage or individual self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's provision of goods or services to the Board.

6 - DAMAGE TO PROPERTY OF THE CONTRACTOR AND ITS INVITEES

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

VI. Specifications

A. GENERAL INFORMATION

The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to supply and deliver Network Switches on an as-needed basis. The intent of the specifications is to provide complete information for all items specified. Any omissions, errors, conflicts, or discrepancies in the specifications shall be immediately called to the attention of the Purchasing Office.

All Contractors shall provide detailed specifications for the products offered in response to this bid. All products shall comply with Federal, State and County Laws and Regulations. Failure to provide such information may be cause for rejection from further consideration.

SMCPS reserves the right to reject any or all bids and to award to other than the low bidder if deemed in the best interest of SMCPS.

Contractors and/or their authorized representatives are encouraged to carefully read all of the pages of the bid document to fully inform themselves as to the terms, conditions, requirements, and specifications before submitting bids; failure to do so will be at the Contractor's own risk and the Contractor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders.

B. SPECIAL INSTRUCTIONS

- a. Delivery of all products provided under any resulting contract shall be F.O.B. destination with no delivery charges to SMCPS.
- b. All deliveries will be made between the hours of 8:30am and 4:00pm Monday through Friday excluding holidays and days the school is closed for 12-month employees.
- c. Network Switches must be delivered to SMCPS within twenty-one (21) days after receipt of order (ARO).
- d. Packing cartons must be labeled with markings indicating the school/building name as indicated at the time of order.
- e. SMCPS is requesting prices based on annual estimates but does not guarantee minimum order quantities.

C. SERVICE REQUIRED FROM CONTRACTOR

D. NEW ITEMS AND OMISSIONS

If after contract award it is determined that there is a need for an item(s) due to a new development and/or requirement or through the inadvertent omission of any item normally included in a bid of this type, SMCPs shall have the right to negotiate with a supplier for a price consistent with current market price for the necessary item(s).

E. ADDITIONAL PRODUCTS

All products produced or distributed by the bidder shall be made available to SMCPs upon request. By mutual agreement between the Contractor and SMCPs, additional Network Switches may be added to the contract during its entire performance period.

F. REBATES AND PROMOTIONS

All purchases shall be eligible for rebates or promotions offered to the Contractor by the product manufacturers.

G. RESERVATION AND ANNULMENTS

SMCPs has the right to procure from other sources, any item to replace an item that has been offered for delivery and is unacceptable, when deemed necessary to continue the plant operations. Any additional cost to perform the foregoing will be charged to the Contractor.

In case of default by the Contractor, SMCPs will procure the items from other sources and hold the contractor liable for all costs incurred. This could also be cause for removal of the Contractor for our bidding process.

H. USAGE REPORT

The awarded Contractor/Contract shall provide an annual report of specific quantities of all items purchased by SMCPs, during each fiscal year (July 1 to June 30) identified by school location. The report must be submitted to the SMCPs Director of Information Technology no later than July 15th following the year ending June 30th.

I. SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET (ATTACHMENT 3)

Please review the unit of measure BEFORE submitting a price. The unit price provided must be based upon the unit of measure listed next to each quantity (ex: each, dozen, carton, etc.). If a different unit of measure is used, it must be identified as a deviation per item. It is the responsibility of the Contractor to correctly list the unit price. If it is not clearly stated on the pricing and delivery sheet your price may be disqualified. Contractor must identify the manufacturer and stock number for each item bid.

J. SAMPLES

Samples are not required for submittal at or prior to the bid opening. Should samples be required after the bid opening, the Contractor must deliver them within 48 hours after notification to the Purchasing Office at the same address as described herein. SMCPs will not pay for any samples or for any associated costs including but not limited to shipping, handling and/or freight.

K. SUBSTITUTIONS

In the event a Contractor is unable to secure sufficient supplies to fulfill all orders, the Contractor may substitute a product of equal or better quality provided: (1) the product is sold at the contract price, (2) SMCPs is contacted in advance about the substitution, and (3) SMCPs retains the right to determine "equal or better quality".

If the Contractor is unable to fulfill all obligations in accordance with these terms and conditions, SMCPs may acquire the products in the open marketplace with any cost increase being the responsibility of the Contractor.

L. QUANTITIES

The quantities given are intended only as a guide for the Contractors. SMCPs does not obligate itself to purchase full quantities indicated; although, the pricing offered must be allowed whether or not the purchase is less than the full quantities indicated. SMCPs requirements may exceed the quantities shown and the successful Contractors shall be obligated to fulfill the increased requirements. There shall be no allowable minimum order quantity under any resulting contract. SMCPs reserves the right to order any item in quantities required for their needs.

M. STANDARDS OF QUALITY – "OR EQUAL" INTERPRETATION

Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item. It is the bidder's responsibility to submit brand literature and/or samples to demonstrate the equivalency of the product offered.

Wherever the specifications indicate a product of a particular manufacturer, model or brand, and in the absence of any statement to the contrary by the Contractor, the bid shall be interpreted as being for the exact manufacturer, model, or brand specified, together with all accessories, qualities, etc., enumerated in the detailed specifications; therefore, the bidder shall furnish the item as specified.

In some instances, several items listed may be specified in a similar manner except for type construction, details, etc. SMCPs reserves the right to accept alternative bids for items that, in their opinion, offers the best feature of construction, quality, durability, performance, and economy.

N. ACCEPTANCE

All goods and services delivered under this ITB shall be subject to final inspection, test, and acceptance by SMCPs prior to any payment.

O. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING PRODUCTS

SMCPs reserves the right to accept any defective product or service not in compliance with the specifications, provided, however, that in such event the price shall be reduced by an appropriate and equitable amount to account for such defect or non-compliance. Such adjustment shall be effected whether or not payment has been made.

P. REJECTION

SMCPs shall give notice of rejection of products or services delivered under this ITB within a reasonable time after receipt or acceptance of said items. Acceptance by SMCPs shall not waive any right SMCPs might otherwise have at law or by express reservation in this ITB with respect to any nonconformity.

Q. CHANGES

Change Orders: SMCPs may order changes in the contract consisting of additions, deletions, or modifications, the contract sum and the time for performance being adjusted accordingly. Such changes in the contract shall be authorized only by written Change Order issued by SMCPs. The contract sum and the time for performance shall be changed only by Change Order signed by SMCPs.

Ordering Option: When an ITB specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the ITB at the same unit prices stated in the Contractor's Bid for a period of thirty (30) days after the Contract Award. The amount of any such additional quantities shall be added to the contract sum by Change Order.

Option Periods: If the Contract Documents include one or more option periods, any Contract renewals shall be authorized by a renewal notice signed by the Procurement Officer. The contract sum in the option period(s) will be based on firm fixed prices used in the first year contract. Unless otherwise mutually agreed, in writing, changes in the Contract Sum for subsequent yearly contract renewals shall remain the same.

R. WARRANTY

The Contractor warrants that the products furnished under this ITB will be free from defect not inherent in the quality required or permitted, and that the products will conform to the local, State, and federal requirements as specified in this ITB. Products not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective and shall be returned to the Contractor for refund/replacement at the expense of the Contractor. Warranty period shall be as specified by the shelf-life of the product.

S. INVOICE/PAYMENT TERMS

Payment shall be made after satisfactory deliveries of products have been made and are accepted under this contract. Successful Contractors must submit an invoice identified as such to SMCPs for payment of any and all charges no later than the fifth of each month. Invoices must reference the Purchase Order (P.O.) number, and the **ITB #SMCPs-2022-IT-NES**. Invoices must contain itemized charges, and be shipped to:

St. Mary's County Public Schools
Dept. of Fiscal Services, A/P Office, Suite 107
23160 Moakley Street
Leonardtown, MD 20650

SMCPs is generally exempt from Federal Excise Taxes and Maryland Sales and Use Taxes. Payment terms are net 30 days for each properly prepared invoice.

BID SUBMISSION CHECKLIST
ITB #SMCPS-2022-IT-NES
DEPARTMENT OF INFORMATION TECHNOLOGY
NETWORK SWITCHES (E-RATE)

Before you seal your bid, please make sure you have included one original and one copy of the following items:

_____ **Attachment 1 – Bid Submission Form**

- **Are there any deviations to this bid? If so, you must attach information to Attachment I.**
- Make sure you have completed all information and it is legible.

_____ **Attachment 2A and 2B – Business Relationship Affidavit and Certification of Compliance with Maryland Sex Offender Law including Contractor Response Form**

- Make sure you have completed all information and it is legible.
- Make sure the forms are signed by person duly authorized to represent the firm.

_____ **Attachment 3 – Specifications, Pricing and Delivery Information Sheet**

- Insert unit prices and extended prices.
- Do not make changes to the bid form.
- Make sure you have an authorized signature, title, and date.

_____ **Attachment 4 – References**

- Complete the form (even if you have been doing business with SMCPS for years—this form is required).
- Make sure the references you give are for similar products/services that are in the bid you are responding to.
- Verify your contact names and telephone numbers before you submit the form.

_____ **Attachment 5 – Minority Business Enterprise Utilization Affidavit**

_____ **Attachment 6 – No Bid Form (as applicable)**

_____ **Attachment 7 – W-9**

_____ **Addenda if any issued. Must sign and return Acknowledgement of Receipt.**

BID SUBMISSION FORM

SIGNATURE PAGE

I/we understand that St. Mary’s County Public Schools (SMCPS) reserves the right to reject any or all proposals and to award to other than the low Contractor if deemed in the best interest of the SMCPS.

I/we certify that this proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same services and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, or any employees have not been convicted of bribery, attempted bribery, or conspiracy to bribe.

In addition, that no member of the Board of Education of St. Mary’s County, Administrative or Supervisory personnel or other employees of SMCPS has any interest in the bidding company except as follows:
_____.

Are there any deviations to this bid? _____ (Yes or No). If yes, please attach to this page.

Name of Firm _____

Address _____

Telephone No. _____

Fax No. _____

Email Address _____

Signature _____

Name _____

Title _____

BUSINESS RELATIONSHIP AFFIDAVIT

CONTRACTOR MUST COMPLETE AND SIGN THIS DOCUMENT AND RETURN TO THE SMCPs IN THE SAME SEALED ENVELOPE CONTAINING THE ITB FORM AND OTHER PERTINENT ITB INFORMATION

I HEREBY CERTIFY THAT I am (Title)_____

and the duly authorized representative of the firm

whose address

is_____

and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

NON-COLLUSION CERTIFICATION

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the ITB/ITB or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the ITB/ITB price, or price proposal of the bidder, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid/ITB or offer is submitted.

ANTI-BRIBERY AFFIDAVIT

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

CIVIL RIGHTS COMPLIANCE

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

Date

Signature

Printed or Typed Name

**CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE
WITH MARYLAND SEX OFFENDER LAW**

[_____], hereby certifies as follows:
Name of Contractor

[_____] has complied, and will continue to comply with § 6-113 of the Education Law Article, which provides that a contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children if the employee has been convicted of a crime involving:

- (1) An offense under § 3–307 or § 3–308 of the Criminal Law Article, or an offense under the laws of another state that would constitute a violation of § 3–307 or § 3–308 of the Criminal Law Article if committed in the State;
- (2) Child sexual abuse under § 3–602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3–602 of the Criminal Law Article if committed in this State; or
- (3) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in this State.

**Contractor/Subcontractor's Certification of Compliance
With Maryland Criminal History Records Check Requirement**

[_____], hereby certifies as follows:

[_____] has complied, and will continue to comply with § 5-561 of the Family Law Article of the Maryland Code, which provides that a contractor or subcontractor shall require an employee that will have direct, unsupervised, and uncontrolled access to children in a public school to obtain a criminal history records check.

Certification

The undersigned Contractor hereby certifies to the St. Mary's County Board of Education that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded.

Name of Individual/Organization (Contractor): _____
(Print or type name)

Name of Authorized Representative: _____
(Print or type name)

Signature of Authorized Representative: _____

CONTRACTOR RESPONSE FORM

Maryland law prohibits contractors from knowingly assigning a registered sex offender to work in a school. In addition, a contractor may not knowingly assign a member of its workforce to work on school premises with direct, unsupervised, and uncontrolled access to children, if the individual has been convicted of, or pled guilty or nolo contendere, to certain sexual offenses, child sexual abuse offenses, and crimes of violence.

Please check **one** of the following statements:

- No individuals, employees or subcontractors **will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary’s County Public Schools (SMCPS).**

OR

- Individuals, employees or contractors may have direct, unsupervised or uncontrolled access to children while performing work for St. Mary’s County Public Schools. The individuals named on the attached list **have or will have undergone a criminal background check, including fingerprinting within the last 12 months.**

Upon notice of award, the successful contractor shall be required to register all employees including subcontractors who perform work for St. Mary’s County Public Schools, using the St. Mary’s County Public Schools, Department of Safety and Security Cognito Forms.

The contractor shall ensure that all employees report to the main office in school buildings daily to sign-in and sign-out while work is being performed.

Please acknowledge by signing below and returning as part of a responsive proposal.

SIGNATURE: _____ DATE: _____

COMPANY NAME: _____

SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET

ITB # SMCPS-2022-IT-NES, DEPARTMENT OF INFORMATION TECHNOLOGY – NETWORK SWITCHES (E-RATE)

PURPOSE: The Board of Education of St. Mary’s County on behalf of St. Mary’s County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to supply and deliver Network Switches on an as-needed basis.

NOTES:

The quantities listed herein are estimated usage by SMCPS over the entire potential contract term and prices submitted by the Contractor for these quantities will serve as a basis for contract award. SMCPS’ actual usage may be more or less than the quantities herein. SMCPS does not guarantee an annual usage quantity.

Price proposal shall be submitted as follows and shall include all costs associated with the performance of this ITB. This includes, but is not limited, to salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs. All deliveries shall be F.O.B. Destination inside delivery. Orders shall be delivered no later than twenty-one (21) days from receipt of purchase order.

<u>Description</u>	<u>Item No.</u>	<u>Manufacturer SKU #</u>	<u>Unit Price</u>	<u>Est. Quantity</u>	<u>Total</u>
Aruba 6300M 24-Port SFP+ and 4-Port SFP56 Switch or Equivalent (to include all required licensing)	1a	JL658A		56	
Aruba X371 Power Supply or Equivalent	1b	JL085A#ABA		112	
One-Year Extended Service Agreement	1c	HL5U7E		56	
Aruba 6300M 48-Port HPE Smart Rate 1 / 2.5/5GbE Class 6 PoE and 4-Port SFP56 Switch or Equivalent (to include all required licensing)	2a	JL659A		300	
Aruba X372 Power Supply or Equivalent	2b	JL087A#ABA		600	
One-Year Extended Service Agreement	2c	HR4V5E		300	

<u>Description</u>	<u>Item No.</u>	<u>Manufacturer SKU #</u>	<u>Unit Price</u>	<u>Est. Quantity</u>	<u>Total</u>
Aruba 6300M 48-Port GbE Class 4 PoE and 4-Port SFP56 Switch or Equivalent (to include all required licensing)	3a	JL661A		150	
Aruba X372 Power Supply or Equivalent	3b	JL087A#ABA		300	
One-Year Extended Service Agreement	3c	HL6M0E		150	
TOTAL BID					

Authorized Signature and Title

Date

Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.

REFERENCES

ORGANIZATION NAME _____

ADDRESS _____

TELEPHONE NO. _____ EMAIL: _____

CONTACT PERSON _____

DESCRIPTION OF WORK _____

ORGANIZATION NAME _____

ADDRESS _____

TELEPHONE NO. _____ EMAIL: _____

CONTACT PERSON _____

DESCRIPTION OF WORK _____

ORGANIZATION NAME _____

ADDRESS _____

TELEPHONE NO. _____ EMAIL: _____

CONTACT PERSON _____

DESCRIPTION OF WORK _____

MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

Name of Bidder _____ Bid Title: **Department of Information Technology – Network Switches (E-Rate)**

Date: _____ Bid No. **SMCPS-2022-IT-NES**

Please respond to the questions as follows:

Check One
Yes No

- 1. Minority Business Enterprise? _____
- 2. If the response to Question 1 is “No”, have Minority Business Enterprises provided any services or supplied Any items associated with your response to this ITB? _____

Note: If the response to Question 2 is “Yes”, please proceed with completing the balance of the form. If the response to Question 2 is “No”, do not complete the balance of the form other than signature and title.

<u>Name and Address of Minority Business Enterprise</u>	<u>Type of Service or Materials/Supplies</u>	<u>Agreed Price</u>	<u>Percent of Total Bid</u>

Total Bid \$ _____
Total Minority Business Enterprise Bid
Percent of Total Minority Business Enterprises Contract _____%

Signature Title Date

**ST. MARY'S COUNTY PUBLIC SCHOOLS
Purchasing Office
23160 Moakley Street, Suite 107
Leonardtwn, MD 20650**

Bid Title: **Department of Information Technology – Network Switches (E-Rate)**

Bid No. **SMCPS-2022-IT-NES**

NO BID REPLY FORM

Contractor Information:

Company Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Phone _____
Fax _____
Email Address _____

To assist the Purchasing Office of St. Mary's County Public Schools in obtaining competition for bids, we ask that each firm that has received an invitation to bid, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations to bid unless you request removal from the bidder's list by so indicating below. This form can be returned to the Purchasing Office by fax to 301-475-4228.

Contractor Statement:

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

- ___ 1. We are not able to participate in the bid process at this time. Please keep us on the bidder's list for notification of future opportunities.
- ___ 2. We do not sell the items(s)/service(s) requested in the specifications.
- ___ 3. We do not feel we can be competitive.
- ___ 4. Other:

CONTRACTOR: PLEASE SUBMIT A W-9 FORM IF YOU ARE A NEW CONTRACTOR TO SMCPS