



QUEEN ANNE'S COUNTY PUBLIC SCHOOLS

Where Our Future Begins

INVITATION TO BID (ITB)

ITB TITLE:	<i>Copiers & Related Maintenance</i>
ITB NUMBER:	2022-03
FINANCE CLERK:	Jacy C. Earls, CPPB Procurement Department Queen Anne's County Public Schools 202 Chesterfield Avenue Centreville, MD 21617
ITB ANNOUNCEMENT/RELEASE DATE:	March 30, 2022 Offerors may obtain the ITB documents by downloading the information on our website: https://www.qacps.org/administrative-services/purchasing/
QUESTIONS DUE DATE AND TIME:	April 6, 2022, 11:00 a.m. local time Questions must be emailed to jacy.earls@qacps.org no later than this date/time.
PRE-BID CONFERENCE:	None
ADDENDUM ISSUED:	April 11, 2022 Addenda may be posted to the website by this date, if necessary. Offerors shall continue to check the QACPS website for possible addenda to the ITB prior to the due date. https://www.qacps.org/administrative-services/purchasing/
ITB DUE DATE AND TIME:	April 14, 2022, 11:00 a.m. local time LATE BIDS WILL BE REJECTED & RETURNED UNOPENED.
PLACE OF PUBLIC ITB OPENING / ITB MAILING ADDRESS:	Room A Queen Anne's County Public Schools 202 Chesterfield Avenue Centreville, Maryland 21617
DELIVERY OF ITB DOCUMENTS:	Bids must be received at the Queen Anne's County Board of Education before the ITB Due Date and Time listed above. Bids shall be submitted in a sealed envelope bearing on the outside the name and address of the Offeror, the title and number of the ITB, the ITB opening date, and "do not open."
INCLEMENT WEATHER	If QACPS Administrative Office is closed on the day the bid is due, that bid will be due at the same time the next day the Administrative Office is open.
BOARD APPROVAL	April 27, 2022

QACPS reserves the right to deviate from the schedule.

Note: Minority/Small Business Enterprises and Veteran-Owned businesses are encouraged to respond to this ITB.

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Pricing Worksheet provided as attached Excel document.

SECTION I: GENERAL INFORMATION

1. General

The Board of Education of Queen Anne’s County, also referred to as Queen Anne’s County Public Schools or QACPS, is soliciting competitive sealed bids for all necessary supplies, materials, equipment, labor and supervision required to provide copiers/MFDs and related products as more fully described herein. The contract will be a firm, fixed price contract.

Bidders are responsible for reviewing and understanding this solicitation. To that end, prospective bidders may submit questions to the QACPS Finance Clerk named on page 1.

- Questions must be in writing and emailed by the questions due date/time on page 1.
- The Finance Clerk will distribute a written summary of responses to timely-received questions to all prospective bidders known to have received a copy of this ITB and/or issue addenda via the QACPS website listed on page 1.
- Oral communications are not binding.

2. No Obligation

This solicitation implies no obligation on the part of QACPS.

3. Bid Instructions

A. Bid Documents

- Vendors shall use complete set of BID Documents in preparing BIDs. The Solicitor assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of BID Documents.
- Interpretations, corrections and changes to the BID Documents will be made only by Addenda.

B. Procedures for Preparation of Bid

- BIDs shall be submitted on the BID FORM & PRICING WORKSHEET included with the BID Documents. The Vendor shall make no revisions to the Bid Form or Pricing Worksheet. *Pricing Worksheet* is provided as an attachment in Excel format. Each copy of the BID shall state the legal name of the Vendor, and if the Vendor is an entity, the BID shall state whether the entity is a corporation, partnership or other business association. Each copy of the BID shall be signed by the person or persons legally authorized to bind the Vendor to a contract.
- The Vendor shall provide all information stipulated on the Pricing Worksheet & Bid Form. If discrepancies between Pricing Worksheet and Bid Form, Bid Form pricing submitted shall prevail.
- All copies of the documents required for submission with the BID shall be enclosed in a sealed, opaque envelope. The envelope shall be addressed to the party receiving the BID, shall be identified with the Project name, the Vendor’s name and address and the notation “SEALED BID ENCLOSED, DO NOT OPEN” on the face thereof. BIDs shall be deposited at the

designated location prior to the time and date for receipt of BIDs. BIDs received after the time and date for receipt of BIDs will be returned unopened. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of BIDs.

- A BID may not be modified, withdrawn or canceled by the Vendor during the stipulated time period after the time and date designated for the receipt of BIDs, and each Vendor so agrees by submitting a BID.
- Before the time and date designated for receipt of BIDs, a Vendor may withdraw or modify a submitted BID by providing written notice to the person or entity receiving BIDs. Any such modifications to BIDs shall be in writing and signed by the Vendor. Modifications shall be received, and the date and time stamped by the receiving party, on or before the date and time set for receipt of BIDs. A modification to a BID shall not reveal the amount of the original BID.
- Bidders are responsible for properly labeling their bid envelope with the company name, address, bid number, due date and “do not open.” QACPS is not responsible for a bid that may be inadvertently opened before the bid due date unless it is submitted with proper labeling.

C. Bid Definitions

- **Addenda.** The Addenda are written instruments issued by the solicitor prior to the execution of the Agreement that modify or interpret the BID Documents by additions, deletions, clarifications or corrections.
- **Contract Documents.** The Contract Documents consist of the Agreement between the Owner and the Vendor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Specifications and all Addenda issued prior to execution of the Agreement.
- **BID.** A BID is a complete and properly executed written proposal to do the Work for the sums stipulated therein, submitted in accordance with the BID Documents.
- **BID Documents.** The BID Documents include the BID Requirements, the proposed Contract Documents and any Reference Documents.
- **BID Requirements.** The BID Requirements consist of the Invitation and Instructions for BID, supplementary instructions for BID and BID forms.

D. Consideration of Bids

- The Owner shall have the right to reject any or all BIDs. The Owner shall have the right to waive informalities and irregularities in a BID received and to accept the BID that, in the Owner’s judgment, is in the Owner’s interests. The district reserves the right to modify the ITB, or scope contained within, at any time if deemed in the best interest of the District to do so. The District further reserves the right to use available purchasing agreements in lieu of an ITB or to terminate or modify the process at any time if deemed in the best interest of the District to do so.
- The Owner shall select the lowest responsive and responsible bid submitted.

E. Post-Award Information

- The Vendor shall be required to establish, to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the BID Documents.
- Prior to the execution of the Agreement, the Owner will notify the Vendor in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Vendor. If the Owner has reasonable objection to a proposed person or entity, the Vendor may, at the Vendor's option, (1) withdraw the BID or (2) submit an acceptable substitute with or without an adjustment to cover the difference in cost occasioned by such substitution. The Owner may then accept or reject the adjusted BID.
- Persons and entities proposed by the Vendor and to whom the Owner has made no reasonable objection must be used to perform the Work for which they were proposed and shall not be changed except with the written consent of the Owner.
- If an additional copier (MFD) is added during the contract period, it will use the same unit prices as submitted on the Bid Form. The annual amount must be prorated to follow the contract period and terminate at the same time as this contract.

4. Rejection/Cancellation of ITB

This solicitation is subject to cancellation when determined by the Chief Financial Officer to be in the best interest of QACPS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive bid from a responsible bidder, QACPS may reject bids that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible bidders that show a risk of default.

5. Price Guarantee

The bidder warrants that the bid price shall be effective for a period of not less than 120 days from the date bids are due. NOTE: For the successful bidder, prices shall remain firm over the duration of the contract.

6. Exceptions

If a bidder takes any exceptions to the terms and conditions of the ITB, a bidder shall notify QACPS in writing not later than ten calendar days (Saturdays and Sundays included) before bids are due. Failure to take exceptions within the timelines indicated shall be construed by QACPS as full acceptance of the stated terms and conditions.

7. Required Documents

The required documents for this solicitation shall include the following. Failure to do so may result in rejection of the bid.

- 1 paper original, 4 paper copies & 1 electronic copy provided on a flash drive
- Brochures/Specification Sheets for each copier model proposed

- Financial Statement (acceptable documents for compliance with Financial Statement requirement include bidder's 1) latest Balance Sheet and Income Statement prepared by an independent accounting firm; 2) Annual Report; 3) Dun & Bradstreet complete Business Report.)
- Affidavits:
 - Qualifications Affidavit
 - Anti-Bribery Affidavit
 - Debarment Affidavit
 - Criminal Offenders Affidavit
 - Non-Collusion Affidavit
- Pricing Worksheet
- Bid Form

8. Late Bids

Late bids will not be accepted. It is the sole responsibility of the bidder to ensure that their bid is submitted on or before the bid due date and time specified in the solicitation. Late bids will be refused, returned unopened, or destroyed at the bidder's request.

9. Bid Withdrawal

No bid can be withdrawn after it is submitted to QACPS unless the bidder makes a written request to the Finance Clerk, before the bid due date, or if the bidder provides clear and convincing evidence that a mistake in the bid calculation has been made and only then with the approval of the QACPS CFO.

10. Cost of Bidding

QACPS does not accept responsibility for any expenses incurred in the bid preparation and presentation requirements, if any. Such expenses are the sole responsibility of the bidder.

11. Cooperative Purchasing Clause (Piggybacking Clause)

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, QACPS reserves the right to extend the terms of any contract resulting from this bid to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify QACPS of those entities that request to use any contract resulting from this bid and provide usage information to QACPS, if requested. QACPS assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and requesting entity.

12. Protests

Any Offeror objecting to the recommendation for award of contract or asserting any other claim arising from the solicitation procedures in this ITB may present such objection or

claim to the QACPS Superintendent of Schools in writing within five (5) business days of notice of the recommended award pursuant to Section 4-205(c) of the Education Article of the Maryland Code. A written response to the appeal shall be issued by the Superintendent or the Superintendent's designee within thirty (30) days. The decision of the Superintendent or designee is final and conclusive, subject to any right of appeal under Section 4-205(c)(3).

13. Registration

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland. Bidders should contact the SDAT directly to determine their registration requirements:

[http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.asp](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.asp)
[X](#)

Bidders that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at: <https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State bidders must be in good standing with their home state authority.

Bidders that fail to comply with these requirements may be rejected as not responsible.

14. Competitive Sealed Bid Process

- Bidders shall submit all requirements set forth in the ITB.
- Bidders shall mail in or drop off their bid. The bid shall consist of one original paper copy, 4 paper copies, and one electronic copy of the bid submission on a flash drive.
- No oral or electronically transmitted bids will be accepted.
- Any bids received after the date and time specified are considered late and will be rejected on that basis.
- A bidder may not offer more than one price on each line item.
- The Finance Clerk will review each bid submission for responsiveness. If the bid is determined to be not responsive or the bidder not responsible, the bid will be rejected and the bidder notified in writing accordingly.
- QACPS may award contract(s) based on groups, individual line items, lots, or any combination thereof, at the sole option of the QACPS.
- Recommendation for award will be made for the lowest responsive and responsible bidder(s) offering the most favorable bid price.
- All bids submitted shall become the property of QACPS.
- A per copy/print price for each device shall be provided for copies made. Estimated quarterly copy/print use is provided for each MFD. Service will be provided with **no guaranteed minimum** and should be billed at the end of each quarter for actual images used only. Meter reads will be collected by the vendor for actual images used only. Scanned images are not billable.

- Pricing shall include delivery, installation, training, all parts, labor, maintenance and supplies (except paper). Staples for the MFDs must be included as part of the cost of the service agreement. There will be no additional charge to provide staples for the machine when requested.
- Please use the Pricing Worksheet & Bid Form provided only.
- All prices quoted shall be fixed through the term of the lease.
- QACPS will sign a separate service and maintenance agreement.
- Maintenance pricing should be provided and guaranteed for 5 years, without a price increase.
- QACPS reserves the right to test equipment functionality prior to the award of contract.
- No additional fees, including origination fees, will be paid by QACPS. All fees are to be included in the quoted price or listed separately. This includes any additional fees charged for *supply orders* or *service requests* placed over the *phone*. Should QACPS add more copiers during the term of the contract, no fee shall be charged.
- Brochures and/or specification sheets for the devices you are submitting must be submitted with your bid response.

15. Anti-Bribery

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government.

16. Taxes

QACPS is exempt from federal excise taxes and State and local sales or use taxes. Bidders may not include these taxes in their bid price. If a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor pays Maryland sales tax and exemption does not apply.

17. Tobacco Products

The use of drugs, alcohol, and tobacco products is not permitted on school property. Failure to comply with this clause is considered a material breach of contract that may result in termination.

18. Irregularities

QACPS reserves the right to waive any minor irregularities in the solicitations or bids. QACPS reserves the right to negotiate or modify any element of the bid to ensure that the best possible arrangements for achieving the stated purpose are obtained.

19. Subcontractors

QACPS shall enter into an agreement with the selected Contractor(s) only. The selected Contractor(s) shall be responsible for all services required by this ITB.

20. Non-Hiring of Officials and Employees

No official or employee of QACPS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of QACPS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

21. Sex Offender Notification

A. Registered Sex Offender

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See Criminal Procedure Article, §11-707, Annotated Code of Maryland. An QACPS Contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A Contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

B. Other Crimes

An QACPS 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:

Section 3-307 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Third Degree;

Section 3-308 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Fourth Degree;

An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;

An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;

A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland;

or

An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Education Article, §6-113, Annotated Code of Maryland.

C. QACPS Contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all of the Contractor's direct employees, subcontractors, and independent Contractors.

- D. Violations of any of these provisions may result in immediate termination for cause.

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

22. Contractor Screening of Employment Applicants Having Direct Contact with Minors

In addition to the requirements of Section 21 above, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

23. Access to Public Records

Bidder should identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the QACPS under the Maryland Public Information Act. Bidders are advised that the Finance Clerk may be required to make an independent determination whether the information may be disclosed.

24. Gifts

In accordance with Board Policy, contractors are notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the donor/bidder is no longer a responsible bidder or vendor. Board officials and employees may not "solicit any gift, or accept any gift or series of gifts exceeding \$20 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict of interest as determined by Board Policy.

25. eMaryland Marketplace Advantage Registration

Is it recommended that all vendors are registered at eMMA.

26. Tie Bids

"Tie bids" mean responsive bids from responsible bidders that are identical in price, terms, and conditions. In the event of a tie bid, award shall be made to the in-State business if identical favorable bids are received from an in-State and out-of-State bidder.

If both low bids are from in-State businesses, the award may be made to the in-State low bidder that is an MDOT certified minority business enterprise or State certified small business. If none of the tie-breaking rules apply, a drawing shall be conducted. In

addition to the Finance Clerk, an QACPS employee shall also be present to verify the drawing and certify the results on the bid tabulation sheet.

27. Checklist for Requirements in your Bid Response, provided for your convenience:

- 1 paper original, 4 paper copies & 1 electronic copy provided on a flash drive
- Brochures/Specification Sheets for each copier model proposed
- Financial Statement (acceptable documents for compliance with Financial Statement requirement include bidder's 1) latest Balance Sheet and Income Statement prepared by an independent accounting firm; 2) Annual Report; 3) Dun & Bradstreet complete Business Report.)
- Affidavits:
 - Qualifications Affidavit
 - Anti-Bribery Affidavit
 - Debarment Affidavit
 - Criminal Offenders Affidavit
 - Non-Collusion Affidavit
- Pricing Worksheet
- Bid Form

Failure to provide all of the requirements may be cause for rejection of your bid.

SECTION II: AFFIDAVITS

QUALIFICATIONS AFFIDAVIT

Submitted By: _____ (Company Name)

QACPS reserves the right to contact additional references not contained in the Affidavit. Information obtained from the references provided herein, and any additional references not listed in this Affidavit, will assist QACPS in making the determination on bidder responsibility. If QACPS, in its sole discretion, determines that a bidder’s references are inadequate, QACPS reserves the right to determine a bidder is not responsible which may be cause for rejection of the bid.

Bidder shall have at least five years of experience in providing copiers and related products similar in scope and complexity to those described herein. QACPS may consider the experience of the bidder’s key personnel toward the experience requirement.

1. How many years has your firm been in the business of providing similar products/services?
_____ years of relevant experience

2. List at least three contracts/references similar to the work described herein, which your organization has completed within the last 24 months. Educational institutions are preferable but not required.

Company Name # 1	_____
Date of Substantial Completion	_____
Project Description	_____
Person to Contact	_____
Company Address	_____
City, State, Zip	_____
Telephone	_____
Email Address	_____

Company Name # 2	_____
Date of Substantial Completion	_____
Project Description	_____
Person to Contact	_____

Company Address _____

City, State, Zip _____

Telephone _____

Email Address _____

Company Name #3 _____

Date of Substantial Completion _____

Project Description _____

Person to Contact _____

Company Address _____

City, State, Zip _____

Telephone _____

Email Address _____

3. What is your Dun and Bradstreet Rating? _____

4. How many people does your company presently employ on a full-time basis? _____

The signatory of this form hereby affirms that the information as set forth is accurate, truthful, and complete, to the best of his/her knowledge and belief.

Dated this _____ day of _____ (month), 2022.

Name of Company: _____

By: _____ (Signature)

_____ (Print Name)

Title: _____

ANTI-BRIBERY AFFIDAVIT
QUEEN ANNE’S COUNTY PUBLIC SCHOOLS

Patricia W. Saelens, Superintendent

202 Chesterfield Avenue, Centreville, Maryland 21617

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph, 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 or any county, bi-county, or 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, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. State "*none*" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any. _____

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Queen Anne’s County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

**DEBARMENT AFFIDAVIT
QUEEN ANNE'S COUNTY PUBLIC SCHOOLS**

Patricia W. Saelens, Superintendent

202 Chesterfield Avenue, Centreville, MD 21617

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

**CRIMINAL OFFENDERS AFFIDAVIT
QUEEN ANNE'S COUNTY PUBLIC SCHOOLS**

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. A QACPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.

- B. A QACPS 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:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.

See Section §6-113 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Date: _____

By: _____
(Printed name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

(Company Name)

**NON-COLLUSION AFFIDAVIT
QUEEN ANNE'S COUNTY PUBLIC SCHOOLS**

I HEREBY CERTIFY that I am the _____ and duly authorized representative of _____ whose address is _____ and THAT NEITHER I nor, to the best of my knowledge, information, and the above firm nor any of its other representatives I here represent:

- A. Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the offer being submitted herewith;
- B. Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or the price proposal of the bidder of offeror 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 or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature

Printed or Typed Name

Date

SECTION III: SPECIFICATIONS

1. Scope/Overview

- (a) Queen Anne's County Public Schools (QACPS) located in Centreville, Maryland is soliciting bids ("ITB") from reputable manufacturers and distributors of copying machine equipment to provide copiers/MFDs (multi-function devices) and their related maintenance/support services.
- (b) QACPS serves approximately 7,300 students across 14 schools: 2 high schools, 4 middle schools, and 8 elementary schools. We have approximately 1,150 full and part-time employees that would be using the MFDs and a login will not be required on the MFDs at this time. We encourage you to explore the Queen Anne's County School District at <https://www.qacps.org/> for more information about QACPS.
- (c) QACPS is seeking a contractor to enter into a multi-year operating agreement primarily to fulfill the multi-function device (MFD) supply and service needs of the District Copier program (56 MFDs). The District Copier Program includes Multi-Function Devices (MFDs or Copiers) to be deployed at school and department locations.
- (d) QACPS is interested in entering into a **60-month fair market value (FMV) lease** program to provide 56 MFDs for the district. The copiers will be leased using a 60-month fair market value (FMV) lease and property tax included. Contractor shall, at no additional cost to QACPS, remove all copiers at the end of the lease program.
- (e) QACPS utilizes approximately 80 copiers of which 56 are being newly leased with a copying volume of approximately 1.4 million a quarter. A spreadsheet of the copiers and their average volume is attached in Exhibit A for your analysis. These are the copiers which will be needed by the end of Summer 2022 as a result of a competitive process. 51 MFDs are replacements, 4 are new to make schools comparable and 1 is a possible new Judy Center location pending grant approval.
- (f) QACPS is seeking bids from established Vendors who have been in the business of copiers/MFDs for a minimum of five (5) years, and who sell, lease, maintain and support the specified copiers/printers.

2. Contractor's Responsibility

- (a) Contractor shall furnish and deliver the described new copiers and related maintenance/service as described therein - see Exhibit A for detailed list of copier devices, estimated volumes and locations/addresses.
- (b) The new MFDs must be delivered and installed no later than **August 2022**. By submitting a bid response, the vendor guarantees delivery date. Installation can start prior to August of 2022 but billing no sooner than July 1, 2022.
- (c) Notification of delivery shall be given at least forty-eight hours before delivery.
- (d) If delivery is not made within the specified time frame, QACPS reserves the right to purchase the items elsewhere and deduct any additional costs incurred from monies due or which may become due to the Contractor.
- (e) Delivery hours will be coordinated with a QACPS representative. Monday through Friday. No Saturday, Sunday, or school holiday deliveries will be accepted. Bidders

are encouraged to visit the QACPS website at <https://www.qacps.org/> to become familiar with scheduled and non-scheduled closings.

- (f) F.O.B. Destination - All contract pricing shall include shipping. If shipping costs are not shown separately, the parties agree that shipping costs are included in the total price to the QACPS.
- (g) Contractor shall ensure the complete confidentiality of any and all information provided by QACPS and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the CFO.

3. Quantities

QACPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.

4. Insurance Requirements

Unless otherwise specified in this ITB, the Contractor shall be required to purchase and maintain during the life of the Contract, commercial general liability insurance, business automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$3,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project. On all Commercial General Liability Insurance policies the Board of Education of Queen Anne's County (the BOARD) AKA Queen Anne's County Public Schools (QACPS) and all QACPS parties, administrators, executives, employees and volunteers shall be named as an additional insured, which shall be shown on the insurance certificates furnished to QACPS under this Section.

Business Automobile Liability Insurance

At least \$3,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

The Contractor shall provide QACPS with a Certificate of Insurance evidencing the coverage required above within 10 days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall send a copy within two business days of its receipt to the QACPS Purchasing Office. The Contractor, if requested by QACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

5. 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 QACPS Parties, including the Board of Education of Queen Anne's County (the Board), administrators, executives, employees or volunteers for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

6. General and Technical Requirements

All digital copiers/printers shall be **newly manufactured**. A minimum of 24 hours (staggered, to use as needed) training is required.

(A) MINIMUM Technical Specifications for Multi-Function Devices

- MFDs must accommodate the following operating systems: Macintosh OSX 10.11 through 10.14 and Windows 7 or newer.
- MFDs shall have the ability to network copiers that can be printed to via IP.
- MFDs shall have the ability for users to email a scanned document from the copier to an email account.
- MFDs shall have the capability for users to print to the copier from their computer or from a flash drive inserted into the copier.
- MFDs shall be able to be managed via a Windows compatible web browser, either as a stand-alone utility application or modern browser based management interface.
- All network print jobs must be stored on the copier to be released only by the walk-up user who enters the appropriate account code. This copier based spooling system must be an internal component of each copier, not an externally attached device.

- The client management software must be protected (by password if necessary) to prevent user changes. Only the network administrator shall have access to make account code adjustments.
- Usage logs must be easily produced for each copier for local building administrative use via the management system. These can be either in printed format or by file download.
- All MFDs shall be able to be used as full-color, high-speed duplex scanners to both an email account and a local flash drive attached to the copier.
- Larger volume MFDs shall have postscript licensing to support Adobe applications that require postscript to print properly.

1. Teacher Workroom Copiers – 22 Devices

- Copy, network print and network scan (color/b&w scanning)
- Speed: 75 pages per minute or higher
- Paper Capacity: 2,000 sheets + 100-sheet multi-bypass tray
- Paper Size: min 5½“ x 8½“, max 11” x 17”
- Finisher: 50-sheet stapling & 3 hole punch
- Paper Weight: 16 lb. bond to 100 lb. index
- Document Scanner/Feeder: 100-sheet single-pass document feeder
- Duplexing: standard automatic duplexing for copy, print and scan
- Memory: 1GB RAM
- Hard Disk Drive: 80GB HDD
- Network Print: 600x600 dpi, PCL6, PCL5e
- Network Scan: 600 dpi, TIFF/PDF (mono), TIFF/JPEG/PDF (color)
- Scan to: e-mail, SMB (network folder), USB
- Data Overwrite Security System

2. Office Copiers – 33 Devices

- Copy, network print and network scan (color/b&w scanning)
- Speed: 45 pages per minute or higher
- Paper Capacity: 2,000 sheets + 50-sheet multi-bypass tray
- Paper Size: min 5½“ x 8½“, max 11” x 17”
- Finisher: 50-sheet stapling & 3 hole punch
- Paper Weight: 16 lb. bond to 80 lb. index
- Document Scanner/Feeder: 100-sheet single-pass document feeder
- Duplexing: standard automatic duplexing for copy, print and scan
- Memory: 1GB RAM
- Hard Disk Drive: 80GB HDD
- Network Print: 600x600 dpi, PCL6, PCL5e
- Network Scan: 600 dpi, TIFF/PDF (mono), TIFF/JPEG/PDF (color)
- Scan to: e-mail, SMB (network folder), USB
- Data Overwrite Security System
- Fax Module

3. Superintendent COLOR Copier – 1 Device

- Copy, network print and network scan (color/b&w scanning)
- Speed: minimum 35 pages per minute or higher color & b&w
- Paper Capacity: 2,000 sheets + 50-sheet multi-bypass tray
- Paper Size: min 5½“ x 8½“, max 11” x 17”
- Finisher: 50-sheet stapling & 3 hole punch
- Paper Weight: 16 lb. bond to 80 lb. index
- Document Scanner/Feeder: 100-sheet single-pass document feeder
- Duplexing: standard automatic duplexing for copy, print and scan
- Memory: 1GB RAM
- Hard Disk Drive: 80GB HDD
- Network Print: 600x600 dpi, PCL6, PCL5e
- Network Scan: 600 dpi, TIFF/PDF (mono), TIFF/JPEG/PDF (color)
- Scan to: e-mail, SMB (network folder), USB
- Data Overwrite Security System
- Fax Module

(B) Original Equipment Manufacturer (OEM) Service Entity (Authorized Dealers)

If the OEM will not be the direct servicing entity, the OEM must provide a statement of support to commit all necessary products, services and resources to the designated authorized dealer(s) in order to fulfill the terms and conditions of the contract.

(C) Requirements for Maintenance Support

1. Vendor shall provide all parts and labor warranty for a minimum of 90 days.
2. Vendor shall bear all material and labor costs for repair of equipment and defects and failure accruing within the warranty period.
3. If a copier/printer does not perform to manufacturer’s specifications during the warranty period, the OEM shall replace the unit(s) with a new copier/printer of the same model.
4. The maintenance/service agreement shall commence upon expiration of the warranty period.
5. Vendor shall provide telephone support number for placing service calls at no additional cost, which will be available (minimally) Monday through Friday, 8:00 a.m. to 4:30 p.m, excluding legal holidays.
6. Vendor shall maintain a minimum average rate of 95% uptime per copier/printer per calendar quarter. The average uptime rate is based upon the number of business days per calendar quarter, excluding QACPS recognized holidays.
7. Poor performing and/or problematic copier/printer units will be replaced with new similar equipment pending satisfactory repair of equipment to manufacturer’s specifications and/or to QACPS’ satisfaction.
8. Initial training of QACPS personnel shall be conducted upon equipment installation and at no cost to QACPS.

(D) Network Technical Requirements

1. The networked digital copiers/printers will be connected to the District's network using the TCP/IP protocol. Bandwidth speeds are capable to 100 Mbps.
2. Each networked digital copiers/printers shall allow printing from the print center staff desktop PC's network.

(E) Pricing Requirements

1. Vendors shall provide the purchase price on which the equipment lease is based. The equipment lease pricing shall be based on a **60-month FMV term**. The equipment lease payment shall be structured as a base equipment lease payment per digital copier/printer with a separate annual maintenance/service agreement based on no minimum number of prints for each digital copier/printer. A master equipment lease and a master maintenance agreement may be developed at contract execution.
2. The School System has provided quarterly copy volume **estimates** per digital copier/printer. **The School System does not guarantee any specific monthly print volumes/copies for the length of the lease.**
3. Maintenance agreement pricing shall include all maintenance, repairs, parts and consumable supplies (except paper). Maintenance agreement pricing should not increase during the term of the lease.

(F) Term

1. The contract will be awarded for 60 months.

7. Contracting Requirements

(A) Warranties and Representations

1. Vendor will assign the manufacturer's warranties for equipment, hardware and software.
2. Vendor will provide a contact person available and authorized to remedy any non-conformity with these warranties.

(B) Termination

1. Default by Vendor.

- a. The Agreement may be terminated by the School system upon thirty (30) days written notice to Vendor in the event Vendor is in default under any of the provisions of the Agreement. In the event the Agreement is terminated due to the default by Vendor, Vendor will not be entitled to receive any compensation for Services performed or for any Reimbursable Expenses incurred.

2. Automatic Termination. The Agreement will automatically terminate on the occurrence of any of the following events:

- a. Failure to comply with federal, state or local laws, regulations or requirements.

b. Expiration of the agreement, renewal periods or month-to-month option.

3. License. In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or other special license to perform the Services pursuant to the Agreement, as required by law, or employs or works under the general supervision of the holder of such license or permit.

8. Equipment Maintenance

A. Maintenance Includes:

- On-site repair service.
- On-site arrival of the service technician will occur within an average of four (4) working hours from the time of the entry of the service request by the QACPS. Repair work shall be completed during the normal working day hours of the location/building.
- Unlimited maintenance service calls to assigned equipment covered by the contract. The contract is inclusive and there are no additional fees/charges for mileage or travel time to or from equipment locations.
- All supplies including staples to be provided in maintenance cost (excluding paper).

B. Maintenance Volumes:

- Estimated quarterly volumes are listed in Exhibit A, attached therein.

SECTION IV: MANDATORY TERMS & CONDITIONS

The following are mandatory terms and conditions to be included in all contracts.

1. COMPLIANCE WITH LAWS

The Contractor hereby affirms:

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.

2. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the QACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the QACPS, including the CFO or the CFO's designee, at all reasonable time.

3. TERMINATION

3.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to QACPS under this contract, then QACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by QACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which QACPS may have against Contractor. No failure of QACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

~~3.2 TERMINATION FOR CONVENIENCE~~

~~The performance of work under this contract may be terminated by QACPS in accordance with this clause in whole, or from time to time in part, whenever QACPS shall determine that such termination is in the best interest of QACPS. QACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.~~

3.3 NON-AVAILABILITY OF FUNDING

If the County fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either QACPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and QACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

4. MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

5. ASSIGNMENT

Contractor may not assign this contract to successors, associated companies, or any other parties for any reason without written approval of QACPS.

6. PAYMENT

Subject to the performance of the work and its acceptance by the QACPS, contractor may invoice the QACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally bid on the BID FORM and PRICING WORKSHEET, attached therein and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then QACPS shall cause said invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to the QACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order. Invoices should be separated by location for charging purposes.

6.1 Payments by Procurement Card

When appropriate, QACPS reserves the right to use the QACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of

the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. The Contractor may not charge QACPS for any fees related to the use of the procurement card above their bid prices.

7. INDEMNIFICATION OF QUEEN ANNE'S COUNTY PUBLIC SCHOOLS

To the fullest extent permitted by law the Contractor shall indemnify and save harmless the QACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the QACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the QACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, or be against, suffered or sustained by other corporations and persons to whom the QACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless the QACPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the QACPS Parties, including its Board of Education, administrators, executives, employees and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the CFO, may be retained by the QACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the CFO.

8. CODE OF ETHICS

This solicitation is governed by the Board of Education of Queen Anne's County Code of Ethics and Conflict of Interest Regulation 104.1.

9. HIRING OF QACPS EMPLOYEES

QACPS employees may not own or have a financial interest in an entity that has negotiated or entered into a contract with the School System or Board.

10. DISPUTES

Disputes should be submitted in writing to the CFO. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the CFO's decision.

11. REGULATIONS

The policies established by the Board of Education of Queen Anne's County and administration regulations in effect on the date of execution of this Contract are applicable to this Contract.

12. WAIVER

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

13. NON-DISCRIMINATION CLAUSE

Queen Anne's County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

Non-Discrimination (Title IX) Notice

In accordance with state and federal laws, and the policies of the Board of Education, QACPS does not discriminate on the basis of race, ethnicity, color, age, religion, disability, genetics, ancestry/national origin, marital status, sex or sexual orientation in matters affecting employment or in providing educational programs and service, and provides equal access to the Boy Scouts and other designated youth groups. QACPS operates equal opportunity and affirmative action programs for students and staff. The Board of Education of Queen Anne's County Public Schools is an equal opportunity/affirmative action employer.

Employee inquiries or complaints regarding discrimination or Title IX issues such as gender equity, sexual harassment and sexual discrimination should be directed to Dr. Michael Noel, Director of Human Resources, michael.noel@qacps.org or 410-758-2403 ext. 176. Student or parent inquiries or complaints regarding discrimination or Title IX issues such as gender equity, sexual harassment and sexual discrimination should be directed to Matt Evans, Director of Student Services, starke.evans@qacps.org or 410-758-2403 ext. 154. Inquiries regarding ADA and Section 504 should be directed to Joeleen Smith, Supervisor of Special Education, joeleen.smith@qacps.org or 410-758-2403 ext. 131. Inquiries regarding Title II should be directed to Dr. Michael Noel, Director of Human Resources, michael.noel@qacs.org or 410-758-2403 ext. 176. If you believe this website is inaccessible, please contact Lanette Power-Waters, QACPS Communications Specialist, lanette.power-waters@qacps.org or 410-758-2403 ext 198.

Inquiries may also be addressed in writing to the appropriate office at Queen Anne's County Public Schools, 202 Chesterfield Ave, Centreville, Maryland 21617.

EXTERNAL AGENCIES

U.S. Equal Employment Opportunity Commission (EEOC)

1-800-669-4000

1-800-669-6820 (TTY for Deaf/Hard of Hearing callers only)

1-844-234-5122 (ASL Video Phone for Deaf/Hard of Hearing callers only)

Maryland Commission on Civil Rights (MCCR)

410-767-8600 (Español-marque el 2)

1-800-637-6247

Maryland Relay 7-1-1

U.S. Department of Education (OCR)

Office for Civil Rights

400 Maryland Avenue, SW, Washington, DC 20202

202-401-2000

1-800-872-5327

Fax: 202-453-6012; TDD: 800-877-8339

14. **MODIFICATIONS AND AMENDMENTS**

Modifications to this Contract may be made only with the written agreement of both parties unless an express unilateral right is identified herein.

15. **FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. QACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. QACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against QACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

**SECTION V: BID FORM
(Bid Form: Page 1 of 2)**

QACPS ITB 2022-03: Copiers & Related Maintenance

To: Queen Anne's County Public Schools
202 Chesterfield Ave
Centreville, Maryland 21617
Attn: Jacy C. Earls, CPPB

Date: _____

The undersigned, as Bidder, hereby proposes, and if this bid is accepted, agrees to enter into a contract with the Board of Education of Queen Anne's County, to furnish all materials, labor, skill, tools, equipment, and supervision required for the work described in the Bid Documents.

Bidder has received the following Addenda of which are hereby acknowledged:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Teacher Workroom Copiers/MFDs – 22 Devices (provide pricing per device)

Model Proposed _____
Monthly Lease Price (60-Month FMV) _____
Service (cost per copy/print, CPP) _____

Office Copiers/MFDs – 33 Devices (provide pricing per device)

Model Proposed _____
Monthly Lease Price (60-Month FMV) _____
Service (cost per copy/print, CPP) _____

Superintendent COLOR Copier/MFD – 1 Device (provide pricing per device)

Model Proposed _____
Monthly Lease Price (60-Month FMV) _____
Service (cost per copy/print, CPP) _____ (B/W) _____ (Color)

Please see and use *Pricing Worksheet* Excel attachment to calculate number below. *Bid Form* and *Pricing Worksheet* must be included with submission. Excel document available at:

<https://www.qacps.org/administrative-services/purchasing/>

60-MONTH TOTAL LEASE & SERVICE ESTIMATE:

The undersigned does declare that this bid is submitted without improper connection with any other person or persons making a bid on this same equipment and is in all respects fair and without collusion or fraud.

(Bid Form *CONTINUED*: Page 2 of 2)

Signature of Authorized Official

Date

Printed Name of Authorized Official

Title

Contract Manager (single point of contact)

Legal Name of Firm or Corporation

Address

City, State & Zip Code

Telephone Number

Fax Number

Email Address

Exhibit A: Copier Devices & Estimated Volumes

#	Location	Specs	Manufacturer	Model	Serial Number	Quarterly Estimated Usage/ Volume B/W	Quarterly Estimated Usage/ Volume COLOR
1	BES - Teacher Workroom	Office	Riso	EZ-220	76691869	1,005	NA
2	BES - Teacher Workroom	Teacher Workroom	Toshiba	857	SCAGD13008	42,000	NA
3	CES - Office	Office	Toshiba	457	SCECE65726	9,073	NA
4	CES - Teacher Workroom	Teacher Workroom	Riso	EZ-221	77290830	9,371	NA
5	CES - Teacher Workroom	Teacher Workroom	Konica	BizHub 808	A8KN011004038	185,196	NA
6	CHES - Office	Office	Ricoh	MP2554SP	C82098665	12,890	NA
7	CHES - Teacher Workroom	Teacher Workroom	Riso	EZ220	78504019	25,000	NA
8	CHES - Teacher Workroom	Teacher Workroom	Toshiba	757	SCAHD13750	64,113	NA
9	CMS - Administrative Secretary Office	Office	Savin	2522	J032000915	534	NA
10	CMS - Guidance	Office	Canon	IR1023	TJR26729	3,000	NA
11	CMS - Main Office	Office	NA	NA	NA	NA	NA
12	CO - After-School Program Office	Office	Ricoh	MP3554SP	C82098645	11,616	NA
13	CO - Alternative School Office	Office	Toshiba	357	SCEAE59091	4,539	NA
14	CO - Comtek Office	Office	Sharp	MX-M363N	95014017	1,600	NA
15	CO - Curriculum II Office	Office	Ricoh	LD330	85100337-4791905	2,182	NA
16	CO - Human Resources Office	Office	Sharp	MX-M363N	95013407	5,101	NA
17	CO - Superintendent	Superintendent Color	Xerox	WC7835PT	MX1-213111	1,290	120
18	GES - Judy Center Office *NEW LOCATION JULY pending grant approval*	Office	NA	NA	NA	2,332	NA
19	GES - Office	Office	Sharp	MX-B402SC	25020200	7,910	NA
20	GES - Teacher Workroom	Teacher Workroom	Sharp	MX-M850N	25004904	65,113	NA
21	GES - Teacher Workroom	Teacher Workroom	NA	NA	NA	NA	NA
22	KES - Office	Office	NA	NA	NA	NA	NA
23	KIES - Office	Office	Toshiba	457	SCEDE11511	9,638	NA
24	KIES - Teacher Workroom	Teacher Workroom	Riso	1610	81011912	50,000	NA
25	KIES - Teacher Workroom	Teacher Workroom	Toshiba	857	SCAEE22583	46,663	NA
26	KIHS - Guidance	Office	Ricoh	LD330	85000197-4791905	10,652	NA
27	KIHS - Mail Room	Teacher Workroom	Sharp	MX-M363N	95013367	10,829	NA
28	KIHS - Sp Ed	Office	Sharp	AR-208D	5000489	3,247	NA

29	MES - Office	Office	Ricoh	MP2554SP	C82098664	30,499	NA
30	MES - Teacher Workroom	Teacher Workroom	Toshiba	808	A8KN011006001	216,432	NA
31	MES - Teacher Workroom	Teacher Workroom	NA	NA	NA	NA	NA
32	MMS - Guidance Flr 1	Office	Xerox	WC5325P	AE7112590	3,828	NA
33	MMS - Main Office Flr 1	Teacher Workroom	Xerox	5745APTC	XEH802243	41,457	NA
34	MMS - Media Center Flr 1	Office	Xerox	WC5325P	AE7112585	72,171	NA
35	MMS - Sp Ed Flr 1	Office	Xerox	WC5325P	AE7112615	34,956	NA
36	MMS - Teacher Workroom Flr 1	Teacher Workroom	Xerox	5790PTC	XEL564467	39,318	NA
37	MMS ANNEX - Teacher Workroom Flr 2 Office	Office	Xerox	5790PTC	XEL564525	20,000	NA
38	QACHS - Administrative Secretary Office	Office	Sharp	MC-B402SC	35022062	1,093	NA
39	QACHS - Guidance	Office	Ricoh	LD330	84900059-4791905	6,730	NA
40	QACHS - Main Office	Teacher Workroom	Toshiba	757	SCAEE22316	22,095	NA
41	QACHS - Teacher Workroom Rm 111-A	Teacher Workroom	Toshiba	757	SCAEE22305	15,593	NA
42	QACHS - Teacher Workroom Rm 111-B	Teacher Workroom	Toshiba	757	SCAEE22566	6,897	NA
43	QACHS - Teacher Workroom Rm 219 Flr 2	Teacher Workroom	Toshiba	757	SCAEE22317	7,130	NA
44	QACHS - Teacher Workroom Rm 308 Flr 1 (Sp Ed & CTE)	Teacher Workroom	Toshiba	757	SCAEE22311	9,126	NA
45	SES - Judy Center Office	Office	Sharp	MX-M363N	95017955	2,734	NA
46	SES - Office	Office	Ricoh	MP2554SP	C82098666	13,210	NA
47	SES - Teacher Workroom	Teacher Workroom	Riso	G2700	89380517	50	NA
48	SES - Teacher Workroom	Teacher Workroom	Sharp	MX-M850N	25009213	131,459	NA
49	STMS - Front Office Work Room	Office	Riso	EZ220	78504056	25,000	NA
50	STMS - Guidance	Office	Sharp	MX-M363N	950062X8	13,550	NA
51	STMS - Sp Ed	Office	Ricoh	LD055	85000967-0414378	4,895	NA
52	SUMS - Guidance Office	Office	Ricoh	201SPF	W3028702466	1,776	NA
53	SUMS - Office	Teacher Workroom	Toshiba	757	SCAHD13810	66,903	NA
54	SUMS - Teacher Workroom Flr 2 Rm 702	Office	Ricoh	5200S/SP	S9019500252	317	NA
55	SUMS - Teacher Workroom Flr 2 Rm 802	Office	Ricoh	5200S/SP	S9019500255	274	NA
56	WAREHOUSE - Office	Office	Sharp	MX-M623N	5003970	10,446	NA
						1,382,833	120

BES = Bayside Elementary School; 301 Church St, Stevensville, MD 21666

CES = Centreville Elementary School; 213 Homewood Ave, Centreville, MD 21617

CHES = Church Hill Elementary School; 631 Main St, Church Hill, MD 21623

CMS = Centreville Middle School; 231 Ruthsburg Rd, Centreville, MD 21617

CO = Central Office; aka Board of Education; 202 Chesterfield Ave; Centreville, MD 21617					
GES = Grasonville Elementary School; 5435 Main St, Grasonville, MD 21638					
KIES = Kent Island Elementary School; 110 Elementary Way, Stevensville, MD 21666					
KIHS = Kent Island High School; 900 Love Point Road; Stevensville, MD 21666					
MES = Matapeake Elementary School; 651 Romancoke Rd, Stevensville, MD 21666					
MMS = Matapeake Middle School; 671 Romancoke Rd, Stevensville, MD 21666					
QACHS = Queen Anne's County High School; 125 Ruthsburg Rd; Centreville, MD 21617					
SES = Sudlersville Elementary School; 300 S Church St, Sudlersville, MD 21668					
STMS = Stevensville Middle School; 610 Main St, Stevensville, MD 21666					
SUMS = Sudlersville Middle School; 600 Charles St, Sudlersville, MD 21668					
WAREHOUSE = 305 Ruthsburg Rd; Centreville, MD 21617					