



Serving Learners, Families, and the Community

CECIL COUNTY PUBLIC SCHOOLS DEPARTMENT OF BUSINESS SERVICES

GEORGE WASHINGTON CARVER EDUCATION LEADERSHIP CENTER
201 BOOTH STREET • ELKTON, MD 21921

phone: 410.996.5429 • fax: 410.996.1081 • www.ccps.org

Jaffrey A Lawson, Ed.D.
Superintendent of Schools

Diana B. Hawley
President, Board of Education

NOTICE TO PROPOSERS

The Board of Education of Cecil County Public Schools is seeking sealed proposals for the following until the time and date indicated.

CCPS RFP #24-11: Network Switch Replacement

**DUE: February 5, 2024
2:00 PM (ET), Local Time**

Sealed proposals for all labor, materials, equipment, transportation, and services necessary for the **CCPS RFP #24-11: Network Switch Replacement**, will be received in the Purchasing Department, Cecil County Public Schools (CCPS) by **February 5, 2024 - 2:00 PM (ET), Local Time** at which time they will be publicly opened. All proposals must be submitted in a sealed envelope addressed to the Cecil County Public Schools, Attention: Purchasing Department, 201 Booth Street, Elkton, Maryland 21921-5684. The envelope must be identified on its face with the name of the person, firm, or corporation making the proposal and plainly marked "**CCPS RFP #24-11: Network Switch Replacement – DUE: February 5, 2024 - 2:00 PM (ET), Local Time**".

The Cecil County Public Schools will not be responsible for the premature opening of a bid not properly addressed and identified. Should the Central Office close due to an unexpected circumstance, the bid opening will be **February 6, 2024 at 2:00 PM (ET), Local Time**. Note: The closing of schools does not constitute the closing of the Central Office Building. Please see the Cecil County Public Schools website: www.ccps.org/, for details on closings and an up-to-date schedule.

CCPS is seeking proposals for the purchase, provision, and installation of access-layer network switching equipment as described in the Specific Conditions for each of our 31 physical buildings. Based on pending funding commitments, CCPS may choose to implement this upgrade for one or more buildings, in any order. CCPS will make clear its commitments at the time of bid award.

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

Please note that CCPS will be submitting this project for reimbursement under E-Rate Category 2 funding guidelines.

Copies of the RFP document may be obtained from www.ccps.org/Page/458. If you have any questions about downloading please email procurement@ccps.org. Proposers obtaining the documents from the website are encouraged to review the website frequently to learn of any changes that may be made. Interested Bidders/Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to: ITB/RFP/RFI documents, addenda, attachments, drawings, and appendices. Information and documents may be posted on the due date of the solicitation.

Questions regarding this Bid must be sent and received by e-mail only, noon 12:00 PM (ET), January 3, 2024, to Kay Porter, in the Purchasing Department, Cecil County Public Schools at

procurement@ccps.org. An acknowledgment of receipt of the e-mail will be sent by return e-mail to the sender.

Answers to the questions will be addressed in an addendum and posted by Wednesday, January 5, 2025, on eMaryland Marketplace at procurement.maryland.gov.

Board of Education of Cecil County
Jeffrey A Lawson, Ed.D.
Superintendent of Schools

**Board of Education of Cecil County, Maryland
Purchasing Department
201 Booth Street, Elkton, Maryland 21921**

CCPS RFP #24-11: Network Switch Replacement

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The Cecil County Public Schools prohibits discrimination in its educational programs, activities, and employment on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability. Further information can be found in Policy AC on BoardDocs <http://www.boarddocs.com/mabe/cecil/Board.nsf/Public>

INSTRUCTIONS TO BIDDERS/PROPOSERS

Definition of Terms

- Owner - The Cecil County Board of Education, also known as Cecil County Public Schools (CCPS) or its designated representative.
- Contractor - The successful bidder / proposer to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this bid/offer be accepted and awarded, the General Conditions, Specific Conditions, Addenda, Forms indicated as required, and the Purchase Order, will become the Contract.
- Addenda are written or graphic instruments issued prior to the bid/proposal due date, which modify or interpret the bid/proposal documents, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Document.

Addenda: If clarification or questions arise about instructions, terms, conditions, specifications or other verbiage, a request must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than five (5) working days prior to the time and date set for the bid/proposal opening, unless otherwise indicated in the request for bids/proposals. Inquiries must be sent to procurement@ccps.org. If necessary, the CCPS will respond to requests in the form of an addendum posted for all potential bidders/proposers.

Access to Technical Information and Pricing: Bidders/Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Blanket requests for the entire proposal to be held confidential will not be considered.

CCPS will determine, in its sole discretion, which (if any) portions of the Proposer's submittals is confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential". Failure to clearly identify confidential, proprietary or trade secret information will be an indication to CCPS that the entire bid/proposal is available for public disclosure.

The Maryland Public Information Act (MPIA) is used to request information from public agencies before and after a solicitation process. CCPS will not share pricing or other information during a solicitation that may give any bidder(s)/proposer(s) an unfair advantage or disadvantage.

Alternate Offers: The Owner reserves the right to evaluate the quality of items offered as alternate or equivalent, and further reserves the right to reject any or all items judged not equivalent as determined by CCPS.

Anti-Bribery: All proposed submissions must include a completed, signed, notarized "Anti-Bribery Form." Signing the form certifies full compliance with Maryland State Procurement Article 21, Section 3-405.

Brand Identification: Items contained within this ITB/RFP may use product specifications and item descriptions which include brand names, manufacturer names or model numbers. Bidders/proposers must choose which specific brand, manufacturer or model number for the items and/or services to offer. CCPS will be the sole determinant of which item(s) are an "approved equal" during the evaluation process after bids/proposals have been submitted.

Calendar Days: Where the solicitation requires the bid/proposal to state a number of days, or to submit a milestone chart, the days used must be calendar days unless otherwise specified.

Corrections: All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten next to the crossed out error. Any correction must be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and must be printed in ink or typewritten.

Data Reporting: In order to maintain compliant with Maryland law 7-910 and audit procedures, CCPS requires all vendors to submit a **VPAT**, a **SOC2 REPORT**, and complete a **DATA-SHARING AGREEMENT**.

Debarment Disclosure: If a bidder has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder must disclose that information in its bid. All bid submissions must include a completed copy of the “Debarment” form included in the bid packet. Failure to complete and submit the “Debarment” form may cause the bid to be rejected as non-responsive.

Delivery of ITB/RFP Submission:

- Time: Offers received after the time and date stated on the Invitation to Bid (ITB) or Request for Proposals (RFP) will be retained, unopened, in the Purchasing Office. Postmarks or dating of documents will be given no consideration in the case of late bids/proposals. A bid/proposal will be considered received when it is delivered to the Purchasing Office.
- Method: Bids delivered in Federal Express, UPS, or any other such deliverer’s envelope must be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened. CCPS is not responsible for failure of any courier to meet the due date and time for the submittal delivery requirement.

Dispute Resolution: Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid/proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means. Any ADR hearing or arbitration will take place in the State of Maryland.

Duty to Examine: It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its bid for accuracy and determine if an addendum has been issued before submitting the bid. Lack of care in preparing a bid must not be grounds for withdrawing the bid after the proposed due date and time, nor must it give rise to any contract claim. Bidders/Proposers must acquaint themselves with the delivery site(s), and with any problems attached thereto.

e-Maryland Marketplace Advantage All bidders/proposers must be registered with the new e-Maryland Marketplace Advantage website to receive an award of a bid/proposal. No award will be made to a vendor who is not registered with the new e-Maryland Marketplace Advantage. Go to procurement.maryland.gov for more information.

Exceptions to Terms and Conditions: A bid/proposal that takes exception to a material requirement of any part of the solicitation, including a material term and condition, may be considered a non-responsive bid/offer and unable to be awarded.

Facsimile or Electronic Offers: All bids/proposals must be delivered in a sealed envelope with originals signed by an officer capable of committing the proposer to contractual relationships. Faxed or e-mailed bids are not acceptable and must be rejected.

Governing Law and Dispute Resolution: Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland in Cecil County.

Informalities: An informality is defined as a requirement of the specifications that is needed for informational purposes only. Failure on the part of a bidder/proposer to provide it would have no impact on the outcome of the bid. In such cases, the bidder/proposer failing to supply the information may be given a specified period of time to comply. If the bidder/proposer fails to comply in that time period, the bid/offer will be rejected as non-responsive. No award will be made unless all required information is received by the Owner.

Insurance Requirements: Obtaining the specified Insurance Certificates is a requirement and work must not commence until coverages at the level required have been obtained at the contractor's expense. The contractor must not allow any subcontractor to commence work until similar insurance coverages required of the subcontractor has been obtained and approved by the contractor.

Minority Business Enterprise: Minority Business Enterprises are encouraged to participate in this solicitation. If the Bidder/Proposer has a plan for Utilization of Minority Businesses, please provide information with the bid/offer submittal.

Non-collusion: All proposed submissions must include a completed "Non-Collusion Affidavit." By signing the "Offer and Acceptance Form" the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.

Offer and Acceptance Form: By signing the "Offer and Acceptance Form" or other official contract forms, the bidder/proposer certifies that the price is offered without prior understanding, agreement, or connection with any corporation, firm, or person submitting a price for the same products/services. The bidder/proposer certifies that they understand that collusive proposing is a violation of federal/state law.

Offer Acceptance Period: Bids/Offer are irrevocable offers for Ninety (90 days) after the bid opening time and date.

Original Signature: The "Offer and Acceptance Form" with an original signature by an authorized individual must be submitted with the bid/proposal. The original signature signifies an unequivocal intent to be bound by the bid/proposal and its terms and conditions. Failure to submit a completed, signed "Offer and Acceptance Form" may cause a bid/proposal to be considered non-responsive.

Pre-Bid/Proposal Meeting: If a pre-bid/proposal meeting has been scheduled under this solicitation, the date, time, and location appear on the solicitation's cover sheet or elsewhere in the IFB or RFP. A bidder should raise any questions they may have about the solicitation or the procurement at that time. A bidder may not rely on any verbal responses to questions at the meeting. Material issues raised at the conference that result in changes to the solicitation must be answered solely through a solicitation addendum.

Prices and Delivery: All proposed prices must be FOB delivered to the location(s) indicated in the Specific Conditions and must be total net price. No additional charge will be allowed for freight. Delivery by rail freight or express will not be accepted. Deliveries must be made inside the building(s) or as indicated by CCPS otherwise. In no case will collect shipments or sidewalk deliveries be accepted. Items delivered from this bid are the Contractor's responsibility until they are delivered to, and accepted by, participating jurisdictions on their premises.

Post-Proposal Information: The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. Subcontractors and other persons and organizations proposed by the proposer and accepted by the

Owner must be used on the work for which they were proposed and accepted and must not be changed except with the written approval of the Owner.

Protests: All protests must be in writing and must be delivered to the Purchasing Agent or Purchasing Specialist at the address listed on the Invitation to Bidder/Proposer. A protest of a solicitation must be received in writing only within ten (10) business days after the protest of award.

A protest must include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the solicitation or proposal number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Purchaser's Right of Selection: The Board of Education reserves the right to accept this bid/proposal in part, in whole, or in any way it will serve its best interests. The Owner reserves the right to reject any and all bids that comply with these specifications, or to accept a higher bid/proposal that complies provided that in the judgment of the Board of Education, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids received when such waiver is in the best interest of the Board of Education. The Board of Education reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

Quantities: The quantities, if given, are intended only as a guide and are accurate to the best of our ability to forecast future requirements. However, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as a minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Receipt and Opening of Bids/Proposals: Sealed Competitive Bids/Proposals will be received until the time and date indicated in the "Notice to Bidders" or "Notice to Proposers" document, in the Purchasing Office, at the George Washington Carver Education Leadership Center, 201 Booth Street, Elkton, MD 21921.

Bids/Proposals received prior to the time of opening will be securely kept unopened. The Purchasing Agent or designee, whose duty it is to open them, will decide when the specified time has arrived. No bids/offers received thereafter will be considered. All bids to be considered must be in the hands of the Purchasing Agent or designee prior to the time set for the solicitation opening. Should the Central Office close due to an unexpected circumstance, the solicitation will be rescheduled for the next CCPS business day or at a later time in which an addendum will be issued with specific details. Note: The closing of schools does not constitute the closing of the Central Office Building. See the CCPS (www.ccps.org) website for further details.

The person, firm, or corporation submitting a bid/proposal must submit it in a sealed envelope addressed to the Cecil County Public Schools on or before the day and hour stated. The envelope must be identified and prominently marked with the name of the firm or company submitting the bid/proposal and plainly marked with the title, bid/proposal number and the time and date the bid/proposal is due, as indicated in the Notice to Bidders/Request for Proposals. CCPS is not responsible for the premature opening of a bid/proposal not properly addressed and identified.

Registered to do Business in the State of Maryland: Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland must be registered with the State Department of Assessments and Taxation, 301 West

Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation must qualify with the State Department of Assessments and Taxation.

Review, Approval or CCPS Acceptance: Products and services, nor payment for any of the services required under this contract must be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor must be and remain liable to CCPS in accordance with applicable law for all damages to CCPS caused by the Contractor's negligent performance for any of the products or services furnished under this contract.

Rights and remedies: Rights and remedies provided for under this contract are in addition to any CCPS rights and remedies provided by law. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Proposer must call the attention of the applicable CCPS designee(s) to such conflict for a decision before proceeding with any work.

Special Accommodations: Any bid/proposer needing special ADA accommodations to attend the solicitation pre/bid or opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published pre-bid/proposal or opening date.

Taxes: No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Owner is exempt. Exemption certificates, if required, will be furnished upon request by the bidder. Nothing in these Instructions and Conditions must be construed as relieving the Contractor of their responsibilities in paying all applicable taxes.

Tie Bids: Place of business may be a consideration in cases where identical bids have been submitted and a failed attempt has been made to renegotiate a lower price between the bidders. The award will be made to the Cecil County-based bidder, the out-of-county Maryland-based bidder, the out-of-state bidder and by lottery following this preference order.

Unit Price Prevails: Where applicable, in the case of a discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate must govern.

End of Section

GENERAL CONDITIONS

Addenda: It is the bidder's/proposer's sole responsibility to monitor the CCPS Purchasing website: www.ccps.org to ensure that they download any additional addendums or clarifications prior to submitting their bid/proposal and duly acknowledge receipt of and full understanding of any addenda on the proper bid/proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non-responsive and ineligible for award. It is highly recommended that the submitting bidder/proposer ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation will not relieve the bidder's/proposer's company from any obligation under their proposal as submitted.

Adjustments to Contract: After the award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders/Proposers", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Purchasing Office. In the event that the Contractor is unable to deliver the goods and services of the contract as a result of strikes or acts of God, the Contractor must be held responsible for securing temporary relief in the delivery of the items. The contractor must contact the Purchasing Office within 48 hours in writing prior to such changes to ensure they are acceptable and in agreement with the Purchasing Office. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Agent/Specialist in the form of a contract amendment or a written Purchase Order Change Notice.

Advertising and Promotion of Contract: The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the CCPS Purchasing Office.

Application: The Contractor understands and agrees that this Contract is entered into solely for the convenience and economic advantage offered to the Owner.

Assignment and Delegation: The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of the Purchasing Agent/Specialist.

Authority: This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized CCPS employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, must be void and without effect, the Contractor must not be entitled to any claim under this Contract based on those changes.

Award Bidder/Proposer: The Award Bidder/Proposer must provide the items and perform the services with a responsible and professional standard of care, skill, and diligence normally provided by a Contractor in the performance of product or services delivery for the items/services specified. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor must be responsible for the professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder/Proposer must and will, in a professional manner, perform all services, except as otherwise specified, necessary or proper to perform and complete all the work required by this contract, within the time specified, in accordance with the provisions of this bid/proposal and the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with and be subject to, all terms conditions, requirements and limitations of the Bid/Proposal and Specifications and must complete the entire scope of work to the complete satisfaction of CCPS. Award

Bidder/Proposer must be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Bidder's/Proposer's Obligation: Bidder's/Proposer's must abide by and comply with the true intent of the Bid/Proposal and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part with the true intent and meaning of the specifications, as decided by CCPS, and as described. Deviations, exceptions, omissions, and alternates, etc., in the bid/proposal submission, may render the bid/proposal as non-responsive.

Certification of Compliance: The Owner requires compliance with all applicable provisions listed below including amendments or Executive Orders thereunder and implementing standards and regulations resulting from the following Acts:

Energy Policy and Conservation Act (PL 94-163); Provision of the Occupational Safety and Health Act, the National Occupational Safety and Health Act, Equal Employment Opportunity, Provisions of the Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60), and Attachment O of OMB Circular A102.

Compliance with Applicable Law & Regulations: The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

Contract: A bid or proposal submittal does not constitute a contract nor does it confer any right on the bidder/proposer to the award of a contract. A contract is not created until the submittal is accepted in writing by an authorized representative of CCPS or awarded through a sealed competitive bid or a sealed competitive proposal solicitation process and awarded by the Cecil County Board of Education.

All Bids and Proposals with respect to all items accepted, addenda, agreements, and all papers and documents accompanying the solicitation, including these general and specific conditions will constitute the Formal Contract between the Bidder and CCPS upon acceptance by Cecil County Public Schools or award by the Cecil County Board of Education.

Damage: The Contractor will be held responsible for, and will be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

Data Storage: Data will not be stored outside the United States without prior, specific, informed written consent by Cecil County Public Schools (authorized Owner).

Data Collection, Use, and Sharing: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS. Vendor will collect and use Cecil County Public Schools data only to fulfill its duties and provide services under the Agreement between the parties. The vendor will not share client data, including anonymized data, with or disclose it to any third party.

Exceptions to send data to affiliated subcontractors, agents, or third-party service providers of the Vendor as required to fulfill the purpose of the Agreement, may only be made with prior specific and informed written consent by Cecil County Public Schools.

Data Mining, Marketing, and Advertising: The vendor is prohibited from collecting Cecil County Public Schools data for any purposes other than those agreed to by the parties. Data mining or scanning of user or Board of Education content for the purpose of advertising or marketing to students, their parents/guardians, or Board of Education employees and staff is strictly prohibited.

Data Ownership: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS.

Digital Tools Accessibility Compliance: CCPS is committed to ensuring that digital technology is accessible to individuals with disabilities. That is, give equivalent access to digital tools provided to students with disabilities to be independently usable by the student. It must enable the student to acquire the same information, participate in the same interactions, and access the same services as a student without disabilities, with substantially equivalent ease of use. The vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of WCAG 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the Federal Rehabilitation Act of 1973. “Digital tool” is defined pursuant to the Education Article, § 7-910, Annotated Code of Maryland.

Maintenance and Support: During the contract, the vendor shall provide an updated completed Voluntary Product Accessibility Template (VPAT), also known as an Accessibility Conformance Report (ACR), ongoing maintenance and support for accessibility for provided digital tools including:

Accessibility Compliance Audit: The vendor will periodically conduct accessibility audits, at least annually, to ensure continued compliance with WCAG 2.1 Level AA. This audit should include a list of identified WCAG 2.1 Level AA violations and estimated remediation timeframes.

Accessibility Remediation: The vendor shall address any identified violations, conduct validation testing, and provide documentation of the testing results.

Accessibility Indemnification and Guarantees: The vendor agrees to indemnify and hold harmless CCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract. Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties stated in the Education Article, § 7-910, Annotated Code of Maryland.

Third-Party Technology: The vendor acknowledges that supplying third-party technology does not exempt the vendor from ensuring product compliance with this clause. The vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

Determination of Grade: The owner reserves the right to award an item and/or service to another Bidder/Proposer other than the lowest bid if, in its judgment, there is sufficient reason to believe that another Bidder/Proposer will better serve the best interests of the Board of Education of Cecil County, whether based on an objective test, subjective test, or experience.

Drug-Free Environment Policy: The Cecil County Public Schools is committed to a drug and alcohol-free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security, and productivity that we expect all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County to be drug-free. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

Employment of Registered Sex Offenders, Sexually Violent Predators, and Criminal Background Check Certifications for Persons with Uncontrolled Access to Students: Potential contractors/vendors of Cecil County Public Schools are advised that the 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 or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual

to work at a school if the individual is a registrant. 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 child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. Amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. 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 Maryland; or
 - c. 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 Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its workforce must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator/child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Examination of Bid/RFP Documents: Each bidder must examine the bid documents carefully and must make a written request to the Owner for interpretation or correction of any ambiguity, inconsistency, or error that which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document is binding. No bidder should rely upon any interpretation or correction given by any other method.

Any interpretation or correction of any ambiguity, inconsistency or error which Bidder/Proposer may discover, concerning the terms, conditions, specifications or verbiage contained in the solicitation document must be submitted in writing only, (5) five business days prior to the date of the Bid opening.

Exceptions: It must be the responsibility of the bidder/proposer to include with its Bid/RFP submittal a list and clarification of any deviations from the CCPS Terms, Conditions, and Specifications. Exceptions must be submitted with the bid/proposal and be attached to the “Offer and Acceptance Form.” Exceptions may be permitted by CCPS, but only if the Bidder/Proposer is notified in writing by the Purchasing Department prior to the approval of the ITB/RFP contract award or acceptance of the Award of Contract letter.

Force Majeure: Except for payments of sums due for products delivered to and accepted by the participating jurisdictions no party must be liable to the other nor 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. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

Gifts and Gratuities: Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products, goods and services under provisions of the Contract issued as a result of this Bid or Request for Proposal may not accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

Governing Law/Disputes: The contract must be governed by the laws of the State of Maryland and nothing in this contract must be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Any claim, dispute, or other matter in question, concerning a question of fact will initially be referred to the CCPS Contract Manager in writing. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement must be referred to the CCPS Purchasing Department. The decision made by the CCPS Purchasing Department will be final and conclusive. The decision will be issued in writing to contractor.

Indemnification: Contractor must indemnify and save harmless the Cecil County Public Schools (CCPS), its agents, and employees, against and from all suits, actions, claims, demands, damages, losses,

expenses or costs of every kind and description to which CCPS 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 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 or costs be against, suffered or sustained by CCPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom CCPS, its agents and employees, may become liable therefore, except that Contractor must not indemnify and save harmless CCPS, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs arising from or due to the negligence of CCPS or its agents and employees. The whole or so much of the monies due, or to become due the Contractor under the Contract, as may be considered necessary by the Purchasing Department, may be retained by CCPS until such suits or claims for damages must have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Purchasing Department.

Interpretation of the term "Approved Equal": The Owner reserves the right to evaluate the quality of items and services offered as alternate or approved equal, and further reserves the right to reject any or all items judged not approved.

Method of Bid: Bids/Proposals must be submitted on the basis of individual items and services as specified according to the pricing structure for CCPS requirements on the Bid/Proposal Price Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of a discrepancy between the unit price and the total price, the unit price shall prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt must be paid directly to the entity on behalf of CCPS by the award bidder. Bids must not be withdrawn or altered for a period of ninety (90) days after the opening thereof.

Multi-agency Participation: It is the intent of the Cecil County Public Schools to make this bid/proposal available to any and all governmental and educational agencies. This includes public schools, private schools, parochial schools, and state, community, and private colleges. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to the requesting agencies. This agreement would be upon mutual consent between the Contractor and those agencies. Each participating agency would enter into its own agreement with the Contractor and this contract must be binding only upon the principals signing such an agreement.

Occupational Safety and Health Acts: Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

Order of Precedence: In the event of a conflict in the provisions of this solicitation, the following must prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and Services
- 4) Documents referenced in the solicitation
- 5) Instructions to Bidders/Proposers

Owner's Right to Purchase from Other Sources: For failure to meet specifications, delivery schedules, or poor administrative or operational procedures or for any other just cause, the Owner reserves the

right to purchase from another vendor and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

Payment: Payment must be made within thirty (30) days after receipt of the original and correct invoice properly supported by signed delivery receipts. Invoices may be sent electronically to accountspayable@ccps.org.

Plan for Utilization of Minority Contractors: CCPS encourages the participation of Minority Contractors. Consideration for the award of the contract for a school building, improvements, supplies, or other equipment must be given to the lowest responsive/responsible bidder who conforms to specifications.

Price Adjustment: All unit prices and rates quoted must remain firm during the term of the Contract and subsequent renewal terms as indicated in the Proposal submittal. Contractors may request an increase according to the Consumer Price Index as specified below:

Consumer Price Index: Award Bidder(s) will have sixty - (60) days from the contract anniversary to submit a request for a Consumer Price Index (CPI) increase for the item bid from the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for U. S. City Average; which has been in effect for two (2) months prior to the first day of the contract anniversary date. The column; PERCENTAGE CHANGE FROM 12 MONTHS AGO; will be used to determine the percentage of price adjustment, if any. For calculating the CPI adjustment, follow the instructions below:

Step 1 - Access the U.S. Bureau of Labor Statistics website at the following internet address:

<http://www.bls.gov/cpi/home.htm>

Step 2 - Select the drop-down just under Bureau of Labor Statistics titled "Databases & Tools".

Step 3 - From the Databases and Tools drop-down and under "Data Retrieval Tools" select Top Picks.

Step 4 - Go down to Price Indexes and put a check in the box next to CPI for All Urban Consumers (CPI-U) 1982-84=100 (Unadjusted) and then go to the bottom of the page and select "Retrieve data".

Step 5 - Near the top of the page, select More Formatting Options;. Put a check in the box for 12-Month

Percent Change [unselect all others in that group] and then click Retrieve Data. The file can be downloaded into an Excel worksheet.

Basis for Adjustment - Adjustment shall be based on the average of the 12 months percentage published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted on October 5, 2004; the contract anniversary date is October 1, 2004; the BLS has published data up to August 2004; the requested price adjustment would be based on the average from September of 2003 to August 2004...effective October 2, 2004; this calculation shall include monthly BLS data labeled as "preliminary"]

Unit Price Change - Information Required: The following information shall be provided to Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, MD 21921.

The CPI increase is NOT automatic, as the Award Bidder(s) must request the increase. Indicate the Bid Number, Item Number from the Bid document, Current unit price, New/proposed price, Supporting documentation from the CPI and from the manufacturer.

Validation and Decreases - CCPS shall validate the requested item and unit of measure percentage and/or dollar adjustment. CCPS may also review the CPI and reserves the right to decrease commodity prices if such adjustment is reflected in CPI data.

Price Acceptance or Rejection – CCPS reserves the right to accept or reject any price increase within 30 days. If the price increase is rejected, the contract for the item(s) shall be terminated thirty (30) days from the date of the rejection letter.

Purchaser's Right of Selection: It is the responsibility of the Purchasing Department of the Cecil County Public Schools (CCPS) to evaluate offers and recommend awards. The Owner reserves the right to accept or reject bids/proposals in part, in whole, or waive any informalities that the Board of Education determines will best serve its purposes. The Owner reserves the right to accept a higher bid/proposal that complies with the intent of the bid/proposal provided that in the judgment of CCPS, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. In awarding the bid/proposal, consideration will be given to any previous performance for the Owner as to the quality of products, goods, and services; and to the bidder's or proposer's ability to perform if awarded the bid/proposal.

Qualification/References of Bidders/Proposers: The Owner may make such investigations as they deem necessary to determine the ability of the bidder/proposer to perform the work as specified, and the bidder/proposer must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner, within a reasonably short period of time, that such bidder/proposer is properly qualified to carry out the obligations of the Contract and to complete the work required.

Quantities: The quantities, as given, are intended only as a guide. The quantities are based on forecasts or previous purchases and are accurate to the best of our knowledge and ability; however, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Record Retention: The Contractor agrees to retain all books, records, and other documents relative to this agreement for ten (10) years after Contract close out after the last day of service and final payment. Each district, its authorized agents, and /or federal/ state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until stated matter is closed.

Royalties & Patents: The Contractor must pay for all royalties and patents and must defend all suit or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

Severability: The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid must not affect any other instruction, term, or condition of the Contract.

Standards of Identity: All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and Federal Law.

Subcontract/Assignment: The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval by the Purchasing Department of Cecil County Public Schools. The subcontractor must, by reference, incorporate all terms and conditions of this Contract.

Substitutes: In the event the Contractor is out of stock and cannot supply the product(s) or service(s) a substitution of equal or better quality, as agreed by an authorized representative of CCPS will be made. All Contract terms and conditions will apply to the products approved for substitution.

Technology-Based Instructional Products: All CCPS technology-based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with Section 508 federal Rehabilitation Act, of 1973 Maryland Subpart B Technical Standards, and the most recent revision of Web Content Accessibility Guidelines (WCAG) Standards at level AA, for accessibility by students and staff, with disabilities.

Per MD Code 7-910, Equivalent access includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance with accessibility standards in all purchase decisions. (COMAR 13A.05.02.13H)

Termination of Contract: The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.
2. Poor contractor performance, poor administrative procedures, and multiple failures by the Contractor to remedy the problem(s).
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. **If the Owner terminates the Contract for Cause or Convenience, the Contractor shall not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor must be liable for the additional cost incurred by the Owner.**

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will be given to the Contractor.

Waiver and Rejection Rights: Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions of this solicitation, and
- Cancel a solicitation.

End of Section

INSURANCE REQUIREMENTS

11.1 “Contractor’s Liability Insurance”

Sub-paragraph 11.1.1, 11.1.2, and 11.1.3 shall be deleted in entirety from the General Conditions and replaced with the following:

11.1.1 General Insurance Requirements

.1 The contractor shall not commence work until it has obtained at their own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Owner of original, signed certificates of insurance or, alternately, at the Owner’s request, certified copies of the required insurance policies.

.2 The contractor shall require all subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and worker’s compensation and employers’ liability insurance, in the same manner as specified for the contractor. The contractor shall furnish subcontractors’ certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder shall include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Owner.”

The phrases “endeavor to” and “... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

.4 No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the contractor, or the surety, or their bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.

.5 Owner and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except worker’s compensation and business automobile liability, and the certificate of insurance, or the certified policy, shall so state this. Coverage afforded under this paragraph shall be primary as respects the Owner, its agents and employees.

.6 The Contractor covenants to save, defend, keep harmless and indemnify the County Board of Education and all of its elected or appointed officials, agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the contractor’s performance or non-performance of the terms of the contract documents or its obligations under the contract. This indemnification shall continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the Owner for which the Owner gives notice to the contractor after final acceptance of the work.

.7 The contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operations under the contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

.8 Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner shall have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor shall be liable to the Owner for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

.9 Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Owner from supervising or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

.10 If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Owner may be considered. Written requests for consideration of alternate coverages must be received by Owner at least ten working days prior to the date set for receipt of bids or bids. If the Owner denies the request for alternate coverages, the specified coverages will be required to be submitted.

.11 All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless Owner grants specific approval for an exception.

.12 The Owner will consider any deductible amounts as part of its review of the financial stability of the contractor. Any deductibles shall be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor shall purchase and maintain the below listed insurance as will protect himself and the Owner from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether on-site or off-site, or whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Without limiting the obligations or liabilities of the contract, the contractor shall purchase the following coverages:

11.1.2 Contractor's Liability Insurance - "Occurrence" Basis:

.1 Commercial general liability with a minimum limit of \$3,000,000 per occurrence, \$3,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent contractors;
- iv. Products/completed operations to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards;
- viii. Board Form Property Damage including completed operations.

.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$3,000,000 per accident (minimum statutory limits for uninsured motorists).

.3 Workers compensation with statutory benefits as required by Maryland law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$500,000 per accident, \$500,000 per employee for disease, and a \$500,000 disease policy limit.

.4 Total limit requirements of .1, .2 and .3 may be met by a combination of primary and umbrella excess liability coverages.

11.1.3 Commercial General or Other Required Liability Insurance - "Claims Made" Basis

.1 If commercial general or other liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the contractors' or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term 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.

End of Section

SPECIFIC CONDITIONS

CCPS RFP #24-11: Network Switch Replacement

Background

Cecil County Public Schools (CCPS) is requesting proposals for the purchase, provision, and installation of access-layer network switching equipment as described below and for each of our 31 physical buildings. Based on pending funding commitments, CCPS may choose to implement this upgrade for one or more buildings, in any order. CCPS will make clear its commitments at the time of bid award.

Bids will be evaluated in two tiers (see Evaluation Criteria section below). The top two bidders from the first tier will be requested to supply (6) switches (24 or 48 port), (6) 10gbps GBic (one per switch) and (6) DAC cables (1 per switch) for testing in an isolated environment to last approximately one week. Bidders must ensure they have the equivalent products available to be delivered to CCPS for demonstration in mid-to-late January 2024.

E-Rate Eligibility

CCPS will be submitting this project for reimbursement under E-Rate Category 2 funding guidelines. USAC expects the cost of the products being offered to be the primary factor considered. As such, bidders must directly express the E-Rate eligibility of the products they are offering on the pricing sheet provided. Failure to list both the extended price of the equipment and services AND the E-Rate eligible cost of the products and services at the time of RFP submission may result in a bidder being deemed unresponsive to the bid.

Equivalency or Approved Equal

CCPS will be the sole determiner deeming a product or service offered by the bidder/proposer as “equivalent or approved equal”. Equivalent or approved equal products and services may not be presented during the question and answer period and may only be sent with bid submittal. To be considered “equivalent or approved equal”, bidders must submit the current catalog number/identifier, as many combinations of the following supporting documentation as possible: (1) manufacturer technical specifications, (2) data sheets, (3) white paper, or (4) other documentation that supports equivalence to the specified equipment. Direct URL links to the documentation are also acceptable. Failure to provide enough information to judge equivalent or approved equal of a proposed product or service may result in the vendor being considered “non-responsive” and the RFP response may be rejected.

Proposal/Bid Form

Submittals must use the CCPS Proposal/Bid Form only, figures must be legibly hand-written or typed. Any changes to the submittal information on forms must be initialed and prominently noted by the authorized company official signing the Proposal/Bid Form.

Bid Award

The bid award will be made in its entirety to one Proposer – to the low responsive and responsible proposer meeting specifications with products and services acceptable to CCPS.

Contractor’s Insurance

Conditional for Proposal Award, and after notification of intent to award, the Contractor must provide a Certificate of Insurance within three (3) business days, identifying the coverages and the amounts specified in the RFP document.

Specifications

The access-layer switching equipment models to be provided shall be **Juniper EX4100-24p, EX4100-48p, EX4400-24X, and EX2300-C** or equivalent, as determined by CCPS based on requirements below.

The switches must be manageable via pre-existing CCPS management systems Juniper Wired Assurance or FortiNet FortiManager.

The surge protectors to be provided shall be CyberPower (CPS1215RMS) and Tripp Lite Isobar (ULTRABLOK) or equivalent.

Fiber patch cables must meet OM4 rating specifications and be available in both SC/LC and LC/LC configurations, as indicated in the detailed breakdown table.

The 10 Gigabit GBIC (Gigabit Interface Converter) SFP+ modules must feature LC connectors and be fully compatible with OM4-rated fiber.

1. LLDP Support Requirement:
 - 1.1. The switches must have support for Link-Layer Discovery Protocol (LLDP). Including Dynamic Port Profiling.
2. PoE Capacity Requirement:
 - 2.1. The switches should be capable of delivering a minimum of 740W of Power over Ethernet (PoE) for 48-port configurations and 370W for 24-port configurations.
3. Port Configurations:
 - 3.1. 48 port Switch - 48x Gigabit Ethernet (GE) RJ45 ports and 4x 10 Gigabit Ethernet (10GE) SFP+ ports.
 - 3.2. 24 port Switch - 24x Gigabit Ethernet (GE) RJ45 ports and 4x 10 Gigabit Ethernet (10GE) SFP+ ports.
 - 3.3. 24 port Fiber Switch - 24x SFP+ ports.
 - 3.4. 12 port Switch - 12x Gigabit Ethernet (GE) RJ45 ports
4. Operating Temperature Range:
 - 4.1. The switches' operational environment must support temperature ranges from 32°F to 113°F (0°C to 45°C).
5. Authentication Support:
 - 5.1. The switches must support 802.1X Authentication, both port-based and MAC-based authentication methods.
6. MAC Learning Limits Requirement:
 - 6.1. The switches must provide support for per-port and per-VLAN MAC learning limiting, allowing for efficient control and management of MAC address learning on a per-port and per-VLAN basis.
7. PoE+ (802.3at) Requirement:
 - 7.1. The switches must support IEEE 802.3at Power over Ethernet (PoE+) standard, providing up to 30W of PoE+ on an individual port and can handle 15.4W per port on all ports at the same time.
8. Management System Compatibility:
 - 8.1. The switches must be manageable via pre-existing CCPS management systems, including Juniper Wired Assurance or FortiNet FortiManager via Fortigate.
9. Licensing and Support
 - 9.1. No additional licensing costs may be incurred beyond those specified in the proposal.
 - 9.2. The switch manufacturer must provide support for these devices for at least one year.
 - 9.3. Equipment provided must not be already identified as 'End of Sale' and 'End of Support' as per the manufacturer's website. Link to this information must be provided within the responses.

Scope of Services:

1. Assumptions
 - 1.1. CCPS will provide a point of contact for this project.
 - 1.2. All work must be conducted after the end of each school day. This can vary by building but is generally Monday through Friday 3:00 PM to 11:00 PM.
 - 1.3. All work must be completed by June 30, 2025.
 - 1.4. Existing racks, patch panels, patch cables and cable management will be reused in this project. After the bid award, the vendor will conduct site surveys with CCPS staff to review and agree on additional site preparation needs (i.e. replacement of specific racks, patch panels, cables, etc.). Any additional costs for site preparation will be negotiated and agreed upon separate from this contract.
 - 1.5. This is not a full turnkey deployment. CCPS expects to be involved in developing the switch configuration. As such, Contractor must provide sufficient dedicated, guided engineering assistance to develop and deploy the switch configuration. Vendor will be responsible for identifying any port configuration needed to support existing devices that require separate vllanning. (ie: Wifi APs / Build Environmental Control etc.)
 - 1.6. Contractor will provide any necessary knowledge transfer as part of this effort.
2. Scope of Work - Requirements
 - 2.1. Removal of existing equipment
 - 2.1.1. Contractor will complete one building at a time, collecting and properly disposing of old equipment as building work is completed.
 - 2.1.2. Contractor will vacuum out existing debris from racks after old switches are removed. Prior to new switch installation.
 - 2.1.3. Contractor is responsible for depositing trash and debris in the appropriate on-site dumpster. Some dumpsters are for trash only, some for single-stream recycling. No plastic trash bags are to be used.
 - 2.1.4. Contractor is responsible for wiping the switch configurations, removal and responsible disposal of switch equipment. A certificate of data destruction must be provided for each site showing the method used.
 - 2.1.5. Contractor must provide CCPS with an Excel readable (i.e. not PDF) list containing the CCPS asset tag (barcode) number and matching serial number for each device removed. This can be combined with the certificate of destruction.
 - 2.1.6. Contractor must physically remove the existing CCPS asset tag (barcode) from the device.
 - 2.2. Installation of new equipment
 - 2.2.1. Contractor is responsible for physical installation of access-layer switches.
 - 2.2.2. Contractor is responsible for configuration of all switches.
 - 2.2.3. Contractor is responsible for replacing faulty equipment by next business day support.
 - 2.2.4. Contractor will provide sufficient engineering assistance to develop and deploy the switch configuration with CCPS staff supervision. Contractor will provide any necessary knowledge transfer.

Evaluation Criteria:

Bidders will be evaluated based on a two-tier evaluation process according to the Bid Evaluation Matrix below. The objective of Tier 1 is to narrow respondents to two vendors. The objective of Tier 2 is to select the first finalist for award of the contract.

Tier 1 Evaluation Matrix

Criteria	Possible Points
Price	
E-Rate Eligible Services and/or Goods	30
Other Costs Ineligible for E-Rate	10
Technical Merit	
Meets the needs of the applicant	25
Prior Experience	
Experience in public school system	5
Experience in similar public schools in MD, DE or PA.	10
Total Prior Experience	15
References	
Public school references	2
Public school references in MD, DE or PA.	3
Total Prior Experience	5
TOTAL POINTS	<i>Possible</i>
	85

Tier 2 Evaluation Matrix

Criteria	Possible Points
Price	
E-Rate Eligible Services and/or Goods	30
Other Costs Ineligible for E-Rate	10
Performance Evaluation	
Performance Evaluation	25
TOTAL POINTS	<i>Possible</i>
	65

Proposed Timeline:

- December 14, 2023 - Release of Request For Proposal to vendors and public notice.
- January 3, 2023 - Questions to be submitted before 2:00 PM on this date to Kadriea Porter at procurement@ccps.org.
- January 5, 2023 - Addendum #1 issued
- February 5, 2024 - RFP responses are due at 3:00 PM, ET, Local Time.
- February 6, 2024 - Tier 1 Proposal Evaluation
- February 19 to March 1, 2024 - Tier 2 Performance Evaluation Period
- March 13, 2024 - Present to CCPS Board of Education for approval of RFP award.
- March 25, 2024 - Site surveys may begin.
- April 1, 2024 - Installation activities may begin.

Preferred Materials List:

12 Port Switch - Juniper EX2300-C

24 Port Switch - Juniper EX4100-24p

48 Port Switch - Juniper EX4100-48p

Fiber Switch- Juniper EX4400-24X

1m DAC Cable - commodity

3m DAC Cable - commodity

10Gig Gbic - 10 Gigabit GBIC SFP+ modules must feature LC connectors and be fully compatible with OM4-rated fiber

Fiber Patch Cable 3m SC/LC - commodity, meets OM4 rating specifications

Fiber Patch Cable 3m LC/LC - commodity, meets OM4 rating specifications

Multi Outlet PDUs - CyberPower (CPS1215RMS) and Tripp Lite Isobar (ULTRABLOK) or equivalent

Table 1: Materials by Building

<i>Location</i>	<i>12 Port Switch</i>	<i>24 Port Switch</i>	<i>48 Port Switch</i>	<i>Fiber Switch</i>	<i>1m DAC Cable</i>	<i>3m DAC Cable</i>	<i>10Gig Gbic</i>	<i>Fiber Patch Cable 3m SC/LC</i>	<i>Fiber Patch Cable 3m LC/LC</i>	<i>Multi Outlet PDUs</i>	<i>Dual Outlet Surge</i>
Bainbridge Elementary School		1	12		11	2	2	2		3	
Bay View Elementary School		6	8	1	4		24	22	1	2	10
Calvert Elementary School			12		10	2	2	2		3	
Cecil Manor Elementary School		1	9		9	1	6	6		4	
Cecilton Elementary School		1	6		5	1	4	4		3	
Charlestown Elementary School		1	8		8	1	4	4		3	
Chesapeake City Elementary School			15		14	1	4	4			
Conowingo Elementary School		8	4	1	4		20	18	1	10	
Elk Neck Elementary School		1	11		9	2	6	6		2	
Gilpin Manor Elementary School			13		12	1	4	4			
Holly Hall Elementary School			8		7	1				2	
Kenmore Elementary School		1	6		5	1	2	2		2	

(Table continues on next page)

Table 1 Materials by Building (cont.)

<i>Location</i>	<i>12 Port Switch</i>	<i>24 Port Switch</i>	<i>48 Port Switch</i>	<i>Fiber Switch</i>	<i>1m DAC Cable</i>	<i>3m DAC Cable</i>	<i>10Gig Gbic</i>	<i>Fiber Patch Cable 3m SC/LC</i>	<i>Fiber Patch Cable 3m LC/LC</i>	<i>Multi Outlet PDUs</i>	<i>Dual Outlet Surge</i>
Leeds Elementary School		2	5		6	1	2	2		2	
North East Elementary School		1	10		10	1	4	4		3	
Perryville Elementary School		1	14		13	2	4	4		4	
Rising Sun Elementary School		4	9		13		8	8		5	
Thomson Estates Elementary School		2	7		7	1	4	4		3	
Cherry Hill Middle School		2	9		10	1	6	6		4	
Elkton Middle School		4	9		11	2	6	6		4	
North East Middle School		5	14		17	2	8	8		5	
Perryville Middle School		6	20		22	4	8	8		6	
Rising Sun Middle School		3	11		11	1	10	10		6	
Bohemia Manor Middle/High School	1	3	29	1	25	2	30	28	1	15	
Elkton High School		1	38		34	4	14	14		9	
North East High School		6	22		21	3	20	20		10	
Perryville High School		3	18		17	3	8	8		6	
Rising Sun High School		10	21	1	22	4	26	24	1	13	
Cecil County School Of Technology		6	13		13	3	12	12		10	
Providence School			2				2	2			
Admin Support Center	6	6	23		12	6	12	16	4	8	
Cecil County Public Schools - GW Carver Center	2		11		9	1	4	4		2	
TOTALS	9	85	397	4	371	54	266	262	8	149	

The following items are attached as indicated below by the Owner with an "X"

X Offer and Acceptance Form
X Anti-Bribery Affidavit
X Certification Regarding Debarment
X Non-Collusion Affidavit
X References
X Registered Sex Offender Certification
X Pricing Sheet
X Bid/Proposal Signature Form

**To be returned with Offer: **

The following documents must be returned as an offer complete with original signatures:

1. One original and three copies of – Offer and Acceptance Form
2. One original and three copies of – Anti-Bribery Form
3. One original and three copies of – Debarment Certification Form
4. One original and three copies of – Non-Collusion Affidavit
5. One original and three copies of – Registered Sex Offender/Sexually Violent Predator/Criminal Background Check Certification
6. One original and three copies of – References
7. One original and three copies of – Pricing Sheet
8. One original and three copies of – Bid / Proposal Signature Form

OFFER AND ACCEPTANCE FORM

Board of Education of Cecil County
201 Booth Street
Elkton, MD 21921

Ladies and Gentlemen:

We have examined and understand the Instructions and Conditions for the furnishing and delivering of **CCPS RFP #24-11: Network Switch Replacement**.

We agree to furnish and deliver those items for which our quote is accepted, in compliance with the terms, Instructions, and Conditions, contained herein, at the price set opposite each item on the attached Pricing Form.

Proposals are an irrevocable offer for ninety (90) days after the bid opening time and date.

COMPANY

ADDRESS

Date

Signature of Authorized Official

Telephone Number

Printed Name of Official

Fax Number

Title of Official

Taxpayer ID. Number

E-mail

e-Maryland Marketplace Vendor ID

ANTI-BRIBERY FORM

STATE OF MARYLAND PROCUREMENT REGULATIONS: 1AC APPENDIX F PROCUREMENT GUIDELINES:

Procurement Article 21 - Section 3-405

Vendor/Contractor Disqualification - Bribery

A person convicted of bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a quote or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.

TO BE COMPLETED BY BIDDER/CONTRACTOR

_____ affirms that it is in full compliance with the
aforementioned Maryland State Procurement Article 21, Section 3-405.

AUTHORIZED COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED TO, BEFORE ME,

ON THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION FOR
DEBARMENT CERTIFICATION)**

1. The prospective lower tier 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 agency.
2. Where the prospective lower tier 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 Representative

Signature

Date

INSTRUCTION FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction was originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions covered under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

NON-COLLUSION AFFIDAVIT

STATE OF _____ :s.s. COUNTY OF _____ :

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this quotation.

I state that:

- (1) The price(s) and amount of this quotation have been arrived at independently and without consultation, communication or agreement with any other Vendor/Contractor or potential Vendor/Contractor.
- (2) Neither the price(s) nor the amount of this quote, and neither the approximate price(s) nor approximate amount of this quote, have been disclosed to any other firm or the person who is a Vendor/Contractor or a potential Vendor/Contractor; and they will not be disclosed before proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from quoting on this contract, to submit a quotation higher than this quote, or to submit any intentionally high or noncompetitive quote or another form of complementary quotation.
- (4) The quote of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or another noncompetitive quote.
- (5) _____, its affiliates, subsidiaries, officers, directors
(Name of my firm)
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to quoting on any public contract, except as follows:

I state that _____ understands and acknowledges that the above

(Name of my firm)

representatives are material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this quote is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and shall be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of quotation of this contract.

(Name and company position)

SWORN TO AND SUBSCRIBED, before me, this _____ day of _____, 20_____.

Notary Public My commission expires__________
Name of Company, Corporation or Firm

REGISTERED SEX OFFENDER / SEXUALLY VIOLENT PREDATOR / CRIMINAL BACKGROUND CHECK CERTIFICATION

Potential contractors/vendors of Cecil County Public Schools are advised that 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, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. 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 child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Vendor/Contractor, the Award Vendor/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Vendor/Contractor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised, and uncontrolled access to children if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. **Effective July 1, 2015**, amendments to 6-113 of the Education Article of the Maryland Code further require that the Vendor, Contractor, or Subcontractor for a local school system 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 or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under 3-307 or 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under 3-307 or 3-308 of the Criminal Law Article if committed in Maryland.
 - b. 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 Maryland; or
 - c. 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 Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor shall require that any individuals in its workforce must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It shall be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

I do solemnly declare and affirm under the penalties of perjury that the contents of this Affidavit are true and correct to the best of my knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator/child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Name (Printed)

Title

Authorized Signature

Date

Name of Company, Corporation or Firm

REFERENCES

Provide three (3) references from current or recent customers of a similar size and scope. Include references in the bid submittal. Please include name, address, telephone and fax numbers, email address and the name of contact person. Public agencies and K-12 public School system are preferred as references.

Reference #1

Brief Description of Organization:

Organization's name:

<hr/>	(<hr/>) <hr/>	<hr/>
Representative's Name	Representative's Phone #	Email Address

Reference #2

Brief Description of Organization:

Organization's name:

<hr/>	(<hr/>) <hr/>	<hr/>
Representative's Name	Representative's Phone #	Email Address

Reference #3

Brief Description of Organization:

Organization's name:

<hr/>	(<hr/>) <hr/>	<hr/>
Representative's Name	Representative's Phone #	Email Address

PRICING SHEET**Response Requirements**

Bid responses must include SKU/Part No, Description of Equipment, Unit Cost and Extended Cost utilizing the pricing sheet below. The respondent should identify any E-Rate ineligible cost allocations for any equipment and/or services.

<i>Products As Specified</i>			eRate ELIGIBLE Costs					eRate INELIGIBLE Costs				
Item	MFG	SKU	UNIT PRICE	x	QTY	=	TOTAL PRICE	UNIT PRICE	x	QTY	=	TOTAL PRICE
12 Port Switch	Juniper	EX2300-C		x	9	=			x	9	=	
24 Port Switch	Juniper	EX4100-24P		x	85	=			x	85	=	
48 Port Switch	Juniper	EX4100-48p		x	397	=			x	397	=	
Fiber Switch	Juniper	EX4400-24X		x	4	=			x	4	=	
1m DAC Cable (Commodity)				x	371	=			x	371	=	
3m DAC Cable (Commodity)				x	54	=			x	54	=	
10 Gigabit GBIC SFP+ modules (Commodity)				x	266	=			x	266	=	
Fiber Patch Cable 3m SC/LC (Commodity)				x	262	=			x	262	=	
Fiber Patch Cable 3m LC/LC (Commodity)				x	8	=			x	8	=	
Multi Outlet PDU (Similar to CyberPower CPS1215RMS)				x	149	=			x	149	=	
Dual Outlet Surge (Similar to Tripp Lite Isobar ULTRABLOK)				x	12	=			x	12	=	
<i>Other:</i>				x		=			x		=	
<i>Other:</i>				x		=			x		=	
<i>Other:</i>				x		=			x		=	
<i>TOTAL COSTS</i>												

All Bidders must submit complete manufacturer's specifications and current catalog number/identifier if Bidding other than the manufacturer specified. Failure to submit complete specifications may be cause for rejection of bid item.

Alternate Products Proposed			eRate ELIGIBLE Costs					eRate INELIGIBLE Costs				
Item	MFG	SKU	UNIT PRICE	x	QTY	=	TOTAL PRICE	UNIT PRICE	x	QTY	=	TOTAL PRICE
12 Port Switch				x	9	=			x	9	=	
24 Port Switch				x	85	=			x	85	=	
48 Port Switch				x	397	=			x	397	=	
Fiber Switch				x	4	=			x	4	=	
1m DAC Cable (Commodity)				x	371	=			x	371	=	
3m DAC Cable (Commodity)				x	54	=			x	54	=	
10 Gigabit GBIC SFP+ modules (Commodity)				x	266	=			x	266	=	
Fiber Patch Cable 3m SC/LC (Commodity)				x	262	=			x	262	=	
Fiber Patch Cable 3m LC/LC (Commodity)				x	8	=			x	8	=	
Multi Outlet PDU (Similar to CyberPower CPS1215RMS)				x	149	=			x	149	=	
Dual Outlet Surge (Similar to Tripp Lite Isobar ULTRABLOK)				x	12	=			x	12	=	
Other:				x		=			x		=	
Other:				x		=			x		=	
Other:				x		=			x		=	
TOTAL COSTS												

**Board of Education of Cecil County, Maryland
Purchasing Department
201 Booth Street, Elkton, Maryland 21921**

CCPS RFP #24-11: Network Switch Replacement

BID FORM SIGNATURE SHEET

As the duly authorized representative of the Contractor to make this agreement on behalf of the Contractor for which I am acting, I hereby declare that I have carefully examined the documents. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract, and agree to complete all work as required to the satisfaction of Cecil County Public Schools.

Acknowledgment of Addenda

I/We acknowledge receipt of the following Addenda (if issued):

Authorized Signature _____

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

*Note: Bidder must sign and submit Addenda with the proposal submission. The same person signing the Addenda acknowledgment(s) must sign the Bid Form.

Company/Contractor Name

Contract Representative

Address

Representative Phone # and Email

Address

Federal ID #

Authorized Signature / Date

Phone # and Email

Name Printed / Title