

Bid Title: RFB 22-001 Financing for TCPS' 2022 School Bus Purchase

Date: 05/09/2022 **By:** Sarah Jones, sarah.jones@talbotschools.org 410-822-0330 ext. 109

The Board of Education of Talbot County (also "Talbot County Public Schools" or "TCPS") is soliciting sealed bids for **Financing for Four (4) School Buses**.

Bid Due Date: Bids are due no later than 11:00 a.m. **EST** on Monday, May 16, 2022. Sealed bids, labeled with the bid number and title, may be hand-delivered or mailed to: Attention: Sarah Jones, Chief Financial Officer, Talbot County Education Center, 12 Magnolia Street, Easton, MD 21601. Alternatively, you may submit an electronic response to FinanceRFP@talbotschools.org If submitting electronically, note the Bid Title in the subject line. Faxed bids will not be accepted. The bid opening will be witnessed by a TCPS employee and results will be available to view on TCPS' web page as soon as practicable after the bids are opened.

MINORITY & SMALL BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFB.

This bid must be signed by a person with legal authority to bind the organization to the terms of the RFB and bid. Signature on this page constitutes your acceptance of the terms and conditions contained in the RFB. Any bidder selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation (see page 5, #14 Registration).

The authorized signature provides TCPS your acknowledgment and acceptance of the terms and conditions contained in the RFB. When this page is executed by an authorized officer of Talbot County Public Schools, these specifications, general terms and conditions, and price bid become a legally-binding contract between the successful bidder and TCPS.

Bidder Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Federal ID or Social Security Number: _____

MDOT MBE Certification # (if any): _____ MD Dept. of Assess. & Taxation #: _____

Date Bid Submitted: _____ Authorized Signature: _____

Printed Name and Title: _____

Accepted by TCPS: _____ Date _____

Award Limitations: _____

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Definitions

- (1) **“Bidder”**: A person, supplier, broker, or contractor that provides a bid in response to an RFB.
- (2) **“TCPS”**: The Board of Education of Talbot County or Talbot County Public Schools
- (3) **“Day”**: Calendar day unless otherwise indicated
- (4) **“Equivalent Item”**: An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.
- (5) **“EST”**: Eastern Standard Time
- (6) **“Responsible Bidder”**: One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.
- (7) **“Responsive Bid”**: A bid submitted in response to a request for bids that conforms in all material respects to the requirements contained in the request for bids.
- (8) **“RFB”**: Request for Bids

Section I: General Information

1. **GENERAL**

The Board of Education of Talbot County, also referred to as Talbot County Public Schools or TCPS, is soliciting competitive sealed bids for **Financing for TCPS' 2023 School Bus Purchase**. The cost for the purchase of four (4) school buses is \$606,016.

TCPS consists of eight schools and serves over 4,500 students in pre-kindergarten through 12th grade. TCPS has an annual unrestricted operating budget of approximately \$65,000,000. Its administrative offices are located at 12 Magnolia Street, Easton, MD, 21601.

Bidders are responsible for understanding this solicitation. To that end, questions must be emailed to sarah.jones@talbotschools.org and received by close of business **Thursday, May 12, 2022**. Questions received after this date will be answered only if time permits. A written summary of responses to timely received questions will be posted on the TCPS website. Oral communications are not binding. All communication shall go through the Chief Financial Officer

Should it become necessary to amend any part of this bid, the amendment will be posted on the TCPS website at: <https://tcps.k12.md.us/notices-and-rfps/> Failure of any bidder to receive or acknowledge receipt of such amendment shall not relieve the bidder from any obligation under the RFB as amended. It is the bidder's responsibility to check the website for posted questions and answers and/or any amendments to the solicitation.

There **will not** be a pre-bid conference.

2. **NO OBLIGATION**

This solicitation implies no obligation on the part of TCPS.

3. **BID INSTRUCTIONS**

Bidders shall submit their bid using only the Price Bid Sheets provided.

Bidders may mail their bid to Attn: Sarah Jones, Chief Financial Officer, Talbot County Education Center, 12 Magnolia Street, Easton, MD 21601. The envelope shall be clearly labeled with the company name and address, the bid number, and bid due date. Bids may be hand-delivered on scheduled business days between the hours of 8:00 AM - 4:00 PM. Mailed or hand-delivered bids shall include 1 original and 1 electronic copy of the bid. Please visit our website for building closings. TCPS is not responsible for a bid that may be inadvertently opened before the bid due date unless it is submitted with proper labeling.

Bidders may submit their bid electronically at FinanceRFP@talbotschools.org, noting the Bid Title in the subject line. *Faxed bids will not be accepted.*

The bid submission shall include the signed, original, unaltered solicitation document, completed Qualifications/Experience Affidavit, completed Price Bid Sheets, completed Bid Affidavit, and any other additional documents requested. Failure to submit all requirements may result in rejection of the bid.

4. **CANCELLATION OF RFB**

This solicitation is subject to cancellation when determined by TCPS to be in its best interest.

5. **PRICE GUARANTEE**

The bidder warrants that the bid price shall be effective for a period of not less than 60 days from the date bids are due. NOTE: For the successful bidder, prices shall remain firm over the duration of the contract.

6. EXCEPTIONS

If a bidder is uncertain about the meaning or intent of any part of the RFB or takes any exceptions to the terms and conditions of the RFB, the bidder shall request clarification from TCPS no later than close of business **Thursday, May 12, 2022**. Exceptions shall include the specific section of the RFB that is being challenged and a full explanation for the exception. Late submission of exceptions will not be considered.

TCPS has the sole discretion whether to amend the RFB to address any exceptions. Failure by the bidder to request clarification prior to submission of a bid shall be construed as full acceptance of all terms and conditions.

7. LATE BIDS

Late bids will not be accepted and will be refused, returned unopened, or destroyed at the bidder's request. Bids received after the designated due date and time will not be accepted regardless of when they were mailed or given to a delivery carrier. It is the bidder's responsibility to ensure that their bid is submitted to the proper location on or before the specified bid due date and time.

8. BID WITHDRAWAL

A bidder may request in writing to withdraw their bid at any time prior to the opening of bid. No bid may be withdrawn after it is opened unless the bidder provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of TCPS*.

9. IRREGULARITIES

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

10. COST OF BIDDING

TCPS is not responsible for any expenses incurred in the preparation and submission of the bid. Such expenses are the sole responsibility of the bidder.

11. SUBCONTRACTORS

TCPS shall enter into an agreement with the selected bidder only. The selected bidder shall be responsible for all services required by this RFB.

12. TAXES

TCPS is exempt from federal excise taxes and State and local sales or use taxes. Bidders may not include these taxes in their bid price.

13. MINORITY BUSINESS ENTERPRISE (MBE) GOAL

There is no MBE subcontract goal set for this solicitation.

14. REGISTRATION WITH MARYLAND

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland ([http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)). Bidders should contact SDAT to determine their registration requirements.

Bidders that are Maryland businesses must be in good standing with SDAT. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>.

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

15. COMPETITIVE SEALED BID PROCESS

- The Bidder shall complete and sign the title page and submit along with the entire original RFB document, the bid work sheets, and all required documents, before the specified bid due date and time. *Fax bids will not be accepted.*
- Any bid received after the specified due date and time is considered late and will be rejected (#7 above).
- The buyer will review each bid submission for responsiveness. If the bid is determined to be not responsive or the bidder not responsible, the bid will be rejected and the bidder notified in writing.
- TCPS reserves the right to accept or reject any or all bids, to award a contract in whole or in part, and shall award a contract to the responsible bidder who provides the best solution in the sole discretion of the school system.

16. ACCESS TO PUBLIC RECORDS

Bidder should identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by TCPS under the Maryland Public Information Act.

17. GIFTS

Contractors are notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the contractor is not responsible. Board officials and employees are directed not to accept any gift, or any series of gifts in a calendar year that exceeds \$20 in value from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system.

18. eMaryland Marketplace Advantage Registration (eMMA)

Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage (eMMA). This cannot be done without the contractor's self-registration in the system. Contractor shall register on eMMA at <https://procurement.maryland.gov> within five days following notice of award. Registration is free.

19. TIE BIDS

Tie bids are responsive bids from responsible bidders that are identical in price, terms, and conditions and which meet all the requirements and criteria set forth in the RFB. In the event of a tie bid, award shall be made first to the in-County business. If there is not an in-County business then award shall be made to the bidder whose business office is in the State of Maryland. If the tying low bids are from in-County businesses, or in-State businesses, the award may be made to the in-County low bidder that is an MDOT certified minority business enterprise or State certified small business. If none of the tie-breaking rules apply, a drawing shall be conducted. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

20. COOPERATIVE PURCHASING CLAUSE

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

21. PROTESTS

This contract shall be subject to the provision of the Board of Education of Talbot County Policies and Regulation 4.6, 4.6-AR and 4.15

Section II: Qualifications/Experience Affidavit

Submitted By: _____

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

Bidder shall have at least 5 years of experience in providing services similar in scope and complexity to those described herein. TCPS may consider the experience of the bidder's key personnel toward the experience requirement.

- 1. How many years has your company been in the business of providing similar products/services? _____Years
1a. Has your organization operated under another name? If so, please list: _____

- 2. List at least three contracts/references similar in size and scope to the work described herein, which your organization has completed within the last 3 years (include all requested information).

Project Name: _____
Scope of Work: _____

Address: _____

Contact Person: _____

Phone Number: _____ Email: _____

Project Name: _____

Scope of Work: _____

Address: _____

Contact Person: _____

Phone Number: _____ Email: _____

Project Name: _____

Scope of Work: _____

Address: _____

Contact Person: _____

Phone Number: _____ Email: _____

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

- 4. Has your company been terminated from a state or county funded project within the last 5 years? If yes, explain.

- 5. Has your company failed to complete the contracted scope of work on any projects of similar scope or size within the last 5 years? If yes, explain.

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6. Has your company been involved in disputes while under contract of any projects similar in size and scope that has resulted in arbitration or litigation against it or the owner within the past 5 years. If yes, explain.

7. Has your organization performed any contract for any unit of the State of Maryland or Talbot County Government over the last five years other than those listed in Section 2? (Please list names, addresses, dates and the government employee responsible for accepting the work).

8. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.

9. Has your company ever been suspended or debarred from bidding on local, school, state or federal contracts for any reason? Explain.

10. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

11. Are any officers or employees of your company employed by the Talbot County Board of Education or the local government? Do any officers or employees of your company have immediate family members who are employed by the Talbot County Board of Education? Explain.

12. Please indicates your company's total bonding capacity: \$ _____

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief. **Failure to submit this completed document will determine the bid as non-responsive.**

Dated this _____ day of _____ 20____.

Name of Organization: _____

By: _____

(Print Name)

Title: _____

Section III: Specifications

1. GENERAL

- 1.1 TCPS seeks the most beneficial financing program for the anticipated purchase of Four (4) school buses.
- 1.2 TCPS intends to submit its request for Board approval of this contract at its May 18, 2022 meeting. TCPS will take possession of funds in May or June 2022 after Board approval.
- 1.3 TCPS will directly pay the school bus vendor.
- 1.4 TCPS does not currently have issued, or have in the aggregate, obligations in the amount of more than \$10,000,000, and does not intend to designate more than \$10,000,000 in obligations during the current year.
- 1.5 TCPS seeks pricing for 48-month and 60-month term loans with annual payments in advance. The Bidder may only offer one percentage rate on each option requested. If a Bidder submits more than one rate on an option, the bid for the option will be rejected. Payments are to be in equal amounts. First payment shall be on or about June 1, 2022. Bidder shall provide amortization schedules for each scenario.
- 1.6 **This is a bank qualified loan; we are not borrowing more than \$10mm in 2021.**
- 1.7 **TCPS' liquidity position (unassigned General Fund balance) is \$4.0M.**

2. SCOPE OF SERVICES

- 2.1 The amount of financing required is estimated to be \$606,016.00.
- 2.2 Price bids should present the lowest annual compounding annual percentage rate (APR) which offers the most cost-effective approach to financing the purchase of the equipment. The overall total cost of the full term of the price bid, including any related charges (i.e., escrow fees, broker fees, applications fees, etc.) will be considered in determination of award. TCPS reserves the right to reject any bid that includes conditions in addition to, or different from, those specified.
- 2.3 Interest rates bid shall be fixed for the entire period of the loan.
- 2.4 Bidder shall provide an APR rate as requested on the Price Bid Sheet. The APR shall be calculated using an annual compounding period, not a monthly compounding period.
- 2.5 There shall be no prepayment penalty.
- 2.6 Title to the equipment will pass to the Lessee on the acceptance date. Title will remain in Lessee's name so long as all payments in the agreement have been made.
- 2.7 There will be a purchase option at the end of the lease term for Zero dollars (\$0).
- 2.8 **TCPS Contract Representative**
Mrs. Sarah Jones, CFO
12 Magnolia Street
Easton, MD 21601 PHONE: 410-822-0330, Ext. 109

3. TERM OF AGREEMENT

This is a fixed-price agreement. The anticipated term of this contract shall be from the date of Board approval until fulfillment of the selected financing option.

4. **PAYMENT**

The Contractor shall invoice TCPS for each payment in accordance with the selected finance option on the Price Bid Sheet. Invoices shall be sent to the Contract Representative. TCPS shall cause said invoice to be timely paid. The Contractor shall include its Taxpayer Identification Number on the face of all invoices billed to the TCPS.

The remainder of this page intentionally blank.

Section IV: Mandatory Terms and Conditions

The following are mandatory terms and conditions:

1. **COMPLIANCE WITH LAWS.** The Contractor hereby represents and warrants that:
 - A. It is qualified to do business in the State of Maryland and that it will take such action as may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 - E. Maryland law shall govern the interpretation and enforcement of this Contract.

2. **RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this contract for 5 years after final payment by TCPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of TCPS, at all reasonable times.

3. **CONFIDENTIALITY**

Contractor shall ensure the complete confidentiality of any and all information provided by TCPS, and gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of TCPS.

4. **TERMINATION**

- 4.1 **TERMINATION FOR DEFAULT**

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

- 4.2 **NON-AVAILABILITY OF FUNDING**

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

5. **ASSIGNMENT**

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

6. CODE OF ETHICS

This solicitation is governed by the Board of Education of Talbot County Policy 2.3.

7. CONFLICT OF INTEREST

Bidders are advised that a TCPS employee *may not own or have a financial interest in* an entity that has negotiated or entered into a contract with the School System or Board. Bidders who have any interest which may conflict or appear to conflict with the interest of TCPS must advise TCPS in writing as soon as possible but no later than the bid due date. Such notice shall include the name of the contractor and the nature of the conflict of interest. The Superintendent or designee will review the matter and make a written determination.

8. REGULATIONS

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

9. SEVERABILITY

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

10. WAIVER

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

12. NON-DISCRIMINATION POLICY

The Talbot County Board of Education is committed to promoting the worth and dignity of all individuals. The Board will not tolerate or condone any act of bias, discrimination, insensitivity, or disrespect toward any person on the basis of race, color, sex, gender, gender identity, sexual orientation, age, national origin, religion, socio-economic status or disabling condition.

13. TOBACCO PRODUCTS

The use of drugs, alcohol, and tobacco products is not permitted on school property. TCPS Board Policy requires TCPS to maintain drug, alcohol, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination.

14. MODIFICATIONS

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

15. FORCE MAJEURE

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

16. NON-HIRING OF OFFICIALS AND EMPLOYEES.

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

The remainder of this page intentionally blank.

Section V: Price Bid Sheet

Bid prices shall be submitted as follows and shall include all costs associated with the performance of this RFB. This includes, but is not limited to, salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs. No additional costs will be paid.

Payments over 48 months:

1. Amount to be Financed	\$ <u> \$606,016.00 </u>
2. APR% (compounded annually)	_____ %
3. Total Interest Payment	\$ _____
Amount of each payment (5 equal payments Over 48 months)	\$ _____
4. Other Fees (if applicable)	
Escrow Fee	\$ _____
Counsel Fee	\$ _____
Broker Fee	\$ _____
Other _____	\$ _____
Other _____	\$ _____
4a. Total Other Fees	\$ _____
 Total Bid Amount (total of lines 3 and 4a)	 \$ _____

Please attach amortization schedules for both payment options above.
NOTE: Amendments to solicitations that may affect pricing often occur before bid opening. It is the bidder's sole responsibility to check for and obtain amendments.

I acknowledge receipt of the following amendments (list # and date): _____

Price Bid Submitted by:

Company Name: _____

(Printed Name and Title)

(Signature and Date)

Section V: Price Bid Sheet – Option 2

Bid prices shall be submitted as follows and shall include all costs associated with the performance of this RFB. This includes, but is not limited to, salaries/wages, materials, equipment, transportation, overhead, taxes, profit and any other related costs. No additional costs will be paid.

Payments over 60 months:

1. Amount to be Financed	\$ <u> \$606,016.00 </u>
2. APR% (compounded annually)	_____ %
3. Total Interest Payment	\$ _____
Amount of each payment (6 equal payments Over 60 months)	\$ _____
4. Other Fees (if applicable)	
Escrow Fee	\$ _____
Counsel Fee	\$ _____
Broker Fee	\$ _____
Other _____	\$ _____
Other _____	\$ _____
4a. Total Other Fees	\$ _____
Total Bid Amount (total of lines 3 and 4a)	\$ _____

Please attach amortization schedules for both payment options above.
NOTE: Amendments to solicitations that may affect pricing often occur before bid opening. It is the bidder's sole responsibility to check for and obtain amendments.

I acknowledge receipt of the following amendments (list # and date): _____

Price Bid Submitted by:

Company Name: _____

 (Printed Name and Title)

 (Signature and Date)

Attachment A – Bid Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT: I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation: ___ domestic or ___ foreign;
(2) Limited Liability Company: ___ domestic or ___ foreign;
(3) Partnership: ___ domestic or ___ foreign;
(4) Statutory Trust: ___ domestic or ___ foreign;
(5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

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

Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. A TCPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

A TCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

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

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

D. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS

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

E. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

F. AFFIRMATION REGARDING COLLUSION

I further affirm that neither I nor, to the best of my knowledge, information and belief, the above business has:

- 1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted; or,
- 2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid/ proposal price of the bidder/offeror of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

G. AFFIRMATION REGARDING LOBBYING

The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. 1352. If applicable, contractor will complete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form (Form SF-LLL) and submit to TCPS annually.

H. AFFIRMATION REGARDING DEBARMENT

I further affirm that neither I nor, to the best of my knowledge, information and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (use a separate sheet to list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity, the status of the proceedings, the name(s) and position of the parties **involved, and all pertinent details**).

I further affirm that (1) the business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq, of the State Finance and Procurement Article of the Annotated Code of Maryland; and, (2) the business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (indicate the reasons why the affirmations cannot be given without qualification):

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

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.

Date: _____

By: _____
(printed name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)